Castex Development, LLC - Landowner History
Created 8/21/2020
Certified 7/20/1921 through 8/16/2020

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
7/20/1921	26756	V	468	Judgment of Possession	Succession of Jean Castex and Alice Landry Castex	John Castex, Jr., Alice Castex Cary, Rosa Castex Boudreaux and Rosalie Conner Castex	Sent into possession of described property	(1) Sec. 17, T10S, R2W, Sec. 13, T10S, R3W and Sec. 39, T10S, R3W, LESS AND EXCEPT that part of Sec. 39 which lies W of the line between Secs. 14 & 39; total 1,350 acres
7/20/1921	147854	109	186	Judgment of Possession	Succession of Jean Castex and Alice Landry Castex	John Castex, Jr., Alice Castex Cary, Rosa Castex Boudreaux and Rosalie Conner Castex	Note: Excerpt of Succession @ #147854	
4/14/1922	28434	W	515	Deed	John Castex, Jr., Alice Castex Cary, Rosa Castex Boudreaux and Rosalie Conner Castex	Albert S. Alston, et ux	Conveyed described property. Note: Sell out	328 acres of swamp land in 17-10-2. See attached plat
4/19/1922	29422	X	149	Partition	Alice Castex Cary, Rosa Castex Boudreaux and Rosalie Conner Castex	Jean Castex, Jr.	Conveyed all of their RTI in described property	(1) Sec. 17, T10S, R2W, Sec. 13, T10S, R3W and Sec. 39, T10S, R3W, LESS AND EXCEPT: (1) that part of Sec. 39 which lies W of the line between Secs. 14 & 39; (2) 328 acres of swamp land sold to A. S. Alston
4/13/1934	81759	52	240	Deed	Jean Castex, Jr.	Albert Sidney Johnson (h of Ozella McCain) and Adolphe C. Boudreaux (h of Rosa Castex)	Conveyed described property	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East. Total of 1145.35 acres. See attached plat
2/27/1936	93693	65	605	Quitclaim Deed	Alice Castex Cary, Rosa Castex Boudreaux and Rosalie Conner Castex	Jean Castex, Jr.	Quitclaimed all RTI in described property	Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East
3/6/1936	94049	66	101	Deed	A.S. Johnson and Adolphe C. Boudreaux	Fred Shutts, et ux	Conveyed described property. Note: Sell out	10 acre tract in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W. See attached plat
8/12/1942	138781	96	542	Affidavit of Possession	Albert S. Johnson			Secs. 13 and 39, T10S, R3W and Secs. 17 and 18, T10S, R2W
3/3/1949	173883	139	3	Deed	Albert Sidney Johnson and Adolphe C. Boudreaux	Pelican Oil Purchasers, Inc.	Conveyed described property	10 acres in Sec. 18, T10S, R2W. See attached plat

Exhibit D
Castex Development - Title and Lease History - 000001

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
9/20/1949	178564	142	436	Judgment of Possession	Albert Sidney Johnson, Sr.	Ozelia McCain Johnson	Recognized as surviving spouse and sent into possession of her 1/2 interest in described property	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
9/20/1949	178564	142	436	Judgment of Possession	Albert Sidney Johnson, Sr.	Ozelia McCain Johnson	Recognized as legatee and sent into possession of 1/2 of Decedent's 1/2 interest in described property	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres

Exhibit D
Castex Development - Title and Lease History - 000003

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
9/20/1949	178564	142	436	Judgment of Possession	Albert Sidney Johnson, Sr.	Worrell B. Johnson, Grace Johnson Miller, Albert Sidney Johnson, Jr., Ora Johnson Miguez and Ogden W. Johnson	Recognized as sole heirs and legatees and sent into possession of 1/2 of Decedent's 1/2 interest in described property	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
9/12/1949	178565	142	443	Compromise Agreement	Ozelia McCain Johnson	Grace Johnson Miller, Albert Sidney Johnson, Jr., Ora Johnson Miguez, Ogden W. Johnson and Raymond R. Bruce	Waived usufruct. Granted right of first refusal	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres

Exhibit D
Castex Development - Title and Lease History - 000004

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
6/24/1952	202086	164	116	Judgment of Possession	Succession of Adolph C. Boudreaux	Rose Castex Boudreaux, Beulah Blanche Boudreaux Bourdier, Mark A. Boudreaux, Castex M. Boudreaux and James L. Boudreaux	Sent into possession of 1/2 interest in described property	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
1/7/1963	280539	262	200	Judgment of Possession	Succession of Ozella M. B. Johnson	Reuben Raymond Bruce	Sent into possession 1/4 interest in described property	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W

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3/13/1964	290015	274	67	Judgment of Possession	Succession of Rosa Castex Boudreaux	Mark A. Boudreaux, Beulah Blanche Boudreaux Bourdier, Castex M. Boudreaux and James L. Boudreaux	Sent into possession of Decedent's 1/4 interest in described property	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the E; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
2/11/1966	306394	292	617	Judgment of Possession	Succession of James L. Boudreaux, Sr.	Yvette Marie Boudreaux Miller	Sent into possession of Decedent's 1/8 interest in described property	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the E; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres

Exhibit D
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12/14/1972	364821	374	183	Judgment of Possession	Succession of Albert Sidney Johnson, Jr.	Albert Sidney Johnson, III and Sandra Lynn Johnson Trahan	Sent into possession of Decedent's 1/20 interest in described property	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
10/7/1975	392931	415	323	Judgment of Possession	Succession of Beulah Blanche Boudreaux Bourdier	Milton F. Bourdier, Alfred D. Bourdier, Lynn H. Bourdier, Bernadine Bourdier Zibilich, Rose Marie Bourdier Petitjean and David L. Bourdier	Sent into possession of Decedent's 1/8 interest in described property	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres

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9/6/1979	418202	469	266	Judgment of Possession	Succession of Mark A. Boudreaux	Bernice Foreman Boudreaux, Mark W. Boudreaux and Wayne F. Boudreaux	Mark and Wayne sent into possession of Decedent's interest in described property, subject to usufruct granted in favor of Bernice	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
10/22/1979	419111	471	550	Donation	Reuben Raymond Bruce & Marie O'Neil Simoneaux Bruce	Raynell Marie Bruce Kibodeaux, Patricia Gay Bruce Huff and Nelia Karen Bruce Goldman	Donated 12/100 interest in described property, LESS mineral rights	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W

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6/25/1980	423331	485	223	Judgment of Possession	Succession of Grace Alice Johnson Miller	Ora Mattie Johnson Miguez	Sent into possession of Decedent's 1/20 interest in described property	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
3/6/1981	427994	500	267	Judgment of Possession	Succession of Castex Milton Boudreaux	Lydia M. Boudreaux, born McBride	Sent into possession of Decedent's 1/8 interest in described property	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres

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6/28/1983	444762	555	383	Deed	Ogden W. Johnson, Jr.	Worrel B. Johnson	Conveyed all of his RTI in described property	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W
11/7/1988	484524	689	618	Judgment of Possession	Succession of Lydia Boudreaux	Alfred Charles Bourdier	Sent into possession of Decedent's 1/8 interest in described property	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres

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7/25/1990	495122	720	282	Judgment of Possession	Succession of Worrel B. Johnson	Dora (Elvadora) Cary Johnson and Patrick Henry Johnson	Dora recognized as surviving spouse and sent into possession of community property interest, including undivided interest in described property, together with usufruct. Patrick recognized as sole heir and sent into possession of Decedent's 1/2 interest in community property, subject to usufruct	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W
7/25/1990	495122	720	282	Judgment of Possession	Succession of Worrel B. Johnson	Patrick Henry Johnson	Patrick recognized as sole heir and sent into possession of Decedent's separate property, including described property, subject to usufruct in a favor of Dora	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W
3/20/1991	499379	736	74	Judgment of Possession	Succession of Elvadora Louise Cary Johnson	Patrick Henry Johnson	Sent into possession of Decedent's interest in described property	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W

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6/10/1991	500748	739	651	Judgment of Possession	Succession of Ora Johnson Miguez	Louisiana Baptist Children's Home, Bonna Belle Bryan Anderson, Roy Anderson and Dorothy Mae Bryan	LBCH sent into possession of naked ownership of Decedent's interest in described property. Bonna, Roy and Dorothy sent into possession of usufruct in described property	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W
1/17/1992	504689	750	538	Donation	Reuben Raymond Bruce & Marie O'Neil Simoneaux Bruce	Ray Nell Bruce Calvin, Patricia Gay Bruce Moore and Nelia Karen Bruce Goldman	Donated 10.5/100 interest in described property, LESS mineral rights	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W

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8/26/1997	546210	846	471	Deed	Milton Floyd Bourdier	Alfred Charles Bourdier	Conveyed 1/48 interest in described property	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
1/19/1999	559097	877	718	Judgment of Possession	Succession of Reuben Raymond Bruce	Ray Nell Marie Bruce Calvin, Patricia Gay Bruce Moore and Nelia Karen Bruce Goldman	Sent into possession of Decedent's 2.5% interest in described property.	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres

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Certified 7/20/1921 through 8/16/2020

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
6/29/1999	562985	884	213	Deed	Sandra Lynn Johnson Trahan	Michael David Trahan & Chanda Hollier Trahan; Markham Ray Trahan, Jr. & Susan Arabie Trahan; and Christopher John Trahan	Conveyed all of their RTI (1/20 interest) in described property	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the E; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
11/13/2002	592421	936	130	Act of Contribution	Nelia Bruce Goldman	NKBG Properties, LLC	Conveyed all of her RTI in described property	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres

Exhibit D
Castex Development - Title and Lease History - 000013

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
2/13/2003	593994	939	56	Act of Contribution	Ray Nell Bruce Calvin	RNBC, LLC	Conveyed all of her RTI in described property; reserved minerals	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
8/3/2006	621656	987	794	Act of Contribution	Patricia Gay Bruce Moore	LK & LB, LLC	Conveyed all of her RTI in described property; reserved minerals	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
9/20/2006	623282	990	698	Donation	Patricia Gay Bruce Moore	Cory Dent Huff and Robin Ray Huff	Donated all of her interest in LK & LB, LLC	

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
9/19/2006	623947	992	613	Donation	Mark W. Boudreaux and Genevieve G. Boudreaux	Mark W. Boudreaux and Genevieve G. Boudreaux Family Trust	Donated all of their RTI in described property	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the E; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
2/7/2007	625952	997	419	Act of Correction	Patricia Gay Bruce Moore	LK & LB, LLC	Corrected Tax ID in Act of Contribution #621656 and Donation #623282. Note: Did not copy document. Informational purposes only	
8/21/2008	636027	1018	148	Authorization to Act	Alfred C. Bourdier	Johnson-Boudreaux Farm, LLC		
2/15/2008	636207	1 018	458	Act of Exchange	LBCH - J-B Farm, LLC	Johnson-Boudreaux Farm, LLC	Conveyed all of its RTI interest (believed to be 1/10 interest) in described property; transferred all interest in surface leases	
6/8/2007	636208	1018	466	Deed	Alfred C. Bourdier	Johnson-Boudreaux Farm, LLC	Conveyed all of his RTI interest (believed to be 16.6668% interest) in described property; reserved minerals; transferred all interest in surface leases, but not mineral leases	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
6/21/2007	636209	1018	470	Deed	Lynn H. Bourdier	Johnson-Boudreaux Farm, LLC	Conveyed all of her RTI interest (believed to be 2.0833% interest) in described property; reserved minerals; transferred all interest in surface leases, but not mineral leases	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
8/20/2007	636210	1018	474	Deed	Bernadine B. Zibilich	Johnson-Boudreaux Farm, LLC	Conveyed all of her RTI interest (believed to be 2.0833% interest) in described property; reserved minerals; transferred all interest in surface leases, but not mineral leases	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
6/7/2007	636211	1018	478	Deed	Rose Marie B. Petitjean	Johnson-Boudreaux Farm, LLC	Conveyed all of her RTI interest (believed to be 2.0833% interest) in described property; reserved minerals; transferred all interest in surface leases, but not mineral leases	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
6/13/2007	636212	1018	482	Deed	Yvette B. Mathis	Johnson-Boudreaux Farm, LLC	Conveyed all of her RTI interest (believed to be 12.5% interest) in described property; reserved minerals; transferred all interest in surface leases, but not mineral leases	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
6/20/2007	636213	1018	486	Deed	Mark W. Boudreaux	Johnson-Boudreaux Farm, LLC	Conveyed all of his RTI interest (believed to be 6.25% interest) in described property; reserved minerals; transferred all interest in surface leases, but not mineral leases	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
6/13/2007	636214	1018	490	Deed	David L. Bourdier	Johnson-Boudreaux Farm, LLC	Conveyed all of his RTI interest (believed to be 2.0833% interest) in described property; reserved minerals; transferred all interest in surface leases, but not mineral leases	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
8/29/2007	636215	1018	494	Deed	Wayne F. Boudreaux	Johnson-Boudreaux Farm, LLC	Conveyed all of his RTI interest (believed to be 6.25% interest) in described property; reserved minerals; transferred all interest in surface leases, but not mineral leases	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
6/6/2007	636216	1018	498	Deed	RNBC, LLC	Johnson-Boudreaux Farm, LLC	Conveyed all of its RTI interest (believed to be 8.3333% interest) in described property; reserved minerals; transferred all interest in surface leases, but not mineral leases	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
6/27/2007	636217	1018	502	Deed	NKBG Properties, LLC	Johnson-Boudreaux Farm, LLC	Conveyed all of its RTI interest (believed to be 8.3334% interest) in described property; reserved minerals; transferred all interest in surface leases, but not mineral leases	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
6/27/2007	636218	1018	506	Deed	James R. Johnson	Johnson-Boudreaux Farm, LLC	Conveyed all of his RTI interest (believed to be 0.5% interest) in described property; reserved minerals; transferred all interest in surface leases, but not mineral leases	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres

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6/29/2007	636219	1018	510	Deed	Laurie Johnson	Johnson-Boudreaux Farm, LLC	Conveyed all of her RTI interest (believed to be 0.5% interest) in described property; reserved minerals; transferred all interest in surface leases, but not mineral leases	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
6/29/2007	636220	1018	514	Deed	Claire C. Angelle	Johnson-Boudreaux Farm, LLC	Conveyed all of her RTI interest (believed to be 0.5% interest) in described property; reserved minerals; transferred all interest in surface leases, but not mineral leases	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
9/4/2007	636221	1018	518	Deed	Patrick W. Johnson	Johnson-Boudreaux Farm, LLC	Conveyed all of his RTI interest (believed to be 0.5% interest) in described property; reserved minerals; transferred all interest in surface leases, but not mineral leases	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
8/29/2007	636222	1018	522	Deed	Albert Sidney Johnson, III	Johnson-Boudreaux Farm, LLC	Conveyed all of his RTI interest (believed to be 2.5% interest) in described property; reserved minerals; transferred all interest in surface leases, but not mineral leases	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
6/10/2007	636223	1018	526	Deed	Patrick H. Johnson	Johnson-Boudreaux Farm, LLC	Conveyed all of his RTI interest (believed to be 7.5% interest) in described property; reserved minerals; transferred all interest in surface leases, but not mineral leases	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
6/27/2007	636224	1018	530	Deed	Markham Ray Trahan, Jr.	Johnson-Boudreaux Farm, LLC	Conveyed all of his RTI interest (believed to be 0.4167% interest) in described property; reserved minerals; transferred all interest in surface leases, but not mineral leases	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres

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1/17/2008	636225	1018	534	Deed	Chanda Hollier Trahan	Johnson-Boudreaux Farm, LLC	Conveyed all of her RTI interest (believed to be 0.4166% interest) in described property; reserved minerals; transferred all interest in surface leases, but not mineral leases	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
1/17/2008	636226	1018	538	Deed	Susan Arabie Trahan	Johnson-Boudreaux Farm, LLC	Conveyed all of her RTI interest (believed to be 0.4166% interest) in described property; reserved minerals; transferred all interest in surface leases, but not mineral leases	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres

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8/23/2007	636227	1018	542	Deed	Christopher John Trahan	Johnson-Boudreaux Farm, LLC	Conveyed all of his RTI interest (believed to be 0.8334% interest) in described property; reserved minerals; transferred all interest in surface leases, but not mineral leases	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
2/27/2008	636228	1018	546	Deed	Deborah L. Johnson	Johnson-Boudreaux Farm, LLC	Conveyed all of her RTI interest (believed to be 2.5% interest) in described property; reserved minerals; transferred all interest in surface leases, but not mineral leases	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
3/5/2008	636229	1018	550	Deed	Michael David Trahan	Johnson-Boudreaux Farm, LLC	Conveyed all of his RTI interest (believed to be 0.4167% interest) in described property; reserved minerals; transferred all interest in surface leases, but not mineral leases	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
3/4/2008	636230	1018	554	Deed	Paul O. Johnson	Johnson-Boudreaux Farm, LLC	Conveyed all of his RTI interest (believed to be 0.5% interest) in described property; reserved minerals; transferred all interest in surface leases, but not mineral leases	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
12/19/2007	637124	1020	204	Act of Exchange	Louisiana Baptist Children's Home	LBCH - J-B Farm, LLC	Conveyed all of its RTI interest (believed to be 1/10 interest) in described property; reserved minerals; transferred all interest in surface leases	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
8/15/2011	659855	1061	190	Extract of Trust	Mark W. Boudreaux and Genevieve G. Boudreaux	Mark W. Boudreaux and Genevieve G. Boudreaux Family Trust		
8/14/2017	701492			Affidavit of Heirship	Patricia G. Ridinger	Alfred Sidney Johnson, III		
9/20/2019	714624			Judgment of Possession	Succession of Richard Worrell Johnson	James Richard Johnson, Claire Johnson Angelle, Patrick Worrell Johnson and Paul Ogen Johnson	Sent into possession of Decedent's 2.72727% interest in described property. Note: No document reflecting where this interest may have come from. This may be limited to mineral rights only.	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the E; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
9/22/2019	715274			Ratification	Mark W. Boudreaux and Genevieve G. Boudreaux Family Trust	Johnson-Boudreaux Farm, LLC	Ratified Deed #636213	

Exhibit D
Castex Development - Title and Lease History - 000027

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
10/30/????	715278			Deed	LK & LB, LLC	Castex Development, LLC	Conveyed all of their RTI in described property, including rights in surface damages	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the E; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
10/30/????	715280			Deed	Johnson-Boudreaux Farm, LLC	Castex Development, LLC	Conveyed all of its RTI in described property, including rights in surface damages	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the E; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres

Exhibit D
Castex Development - Title and Lease History - 000028

Castex Development, LLC - Landowner History
Created 8/21/2020
Certified 7/20/1921 through 8/16/2020

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
9/18/2019	715281			Agreement Regarding Surface Rights and Claims	Johnson-Boudreaux Farm, LLC, et al	Castex Development, LLC	Conveyed all of their RTI in surface damages in described property	(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13, T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the E; LESS AND EXCEPT two (2) ten (10) acre tracts in Sec. 18, T10S, R2W and Sec. 39, T10S, R3W; total of 1,125.35 acres
11/26/2019	715731			Notarial Act of Correction	LK & LB, LLC and Johnson-Boudreaux Farm, LLC,	Castex Development, LLC	Correct legal description in Deed #715278, #715280	

Exhibit D
Castex Development - Title and Lease History - 000029

Castex Development, LLC - Lease History
Created 8/21/2020
Certified 4/18/1935 through 8/16/2020

Exhibit D
Castex Development - Title and Lease History - 000030

	OGM Leases							
Date	**File No.**	**Book**	**Page**	**Type of instrument**	**Grantor**	**Grantee**	**Notes**	**Property description**
4/18/1935	87314	58	386	OGM Lease	Albert Sidney Johnson and Adolphe C. Boudreaux	Paul C. Tilbury		(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13 T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East. Total of 1145.35 acres
5/31/1935	88791	60	203	Assignment	Paul C. Tilbury	Howard M. Naylor	Assigned OGM Lease #87314	
2/19/1936	93431	65	427	Rental Receipt	Albert Sidney Johnson and Adolphe C. Boudreaux	Howard M. Naylor	Receipt of delay rental and acknowledged OGM Lease #87314 is in full force and effect	
7/30/1937	105435	73	629	Rental Receipt	Albert Sidney Johnson and Adolphe C. Boudreaux	Howard M. Naylor	Receipt of delay rental and acknowledged OGM Lease #87314 is in full force and effect	
7/26/1938	112288	79	348	Rental Receipt	Albert Sidney Johnson and Adolphe C. Boudreaux	Howard M. Naylor	Receipt of delay rental and acknowledged OGM Lease #87314 is in full force and effect	
7/24/1939	119040	84	201	Rental Receipt	Albert Sidney Johnson and Adolphe C. Boudreaux	Howard M. Naylor	Receipt of delay rental and acknowledged OGM Lease #87314 is in full force and effect	
7/26/1940	125831	88	391	Rental Receipt	Albert Sidney Johnson and Adolphe C. Boudreaux	Howard M. Naylor	Receipt of delay rental and acknowledged OGM Lease #87314 is in full force and effect	

Castex Development, LLC - Lease History
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Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
7/16/1941	133088	93	1	Rental Receipt	Albert Sidney Johnson and Adolphe C. Boudreaux	Howard M. Naylor	Receipt of delay rental and acknowledged OGM Lease #87314 is in full force and effect	
7/21/1942	138433	96	353	Rental Receipt	Albert Sidney Johnson and Adolphe C. Boudreaux	Howard M. Naylor	Receipt of delay rental and acknowledged OGM Lease #87314 is in full force and effect	
2/12/1943	140598	98	313	Confirmation	Rosa Castex Boudreaux	Howard M. Naylor	Confirmed OGM Lease #87314	
12/31/1943	143356	102	589	Rental Receipt	Albert Sidney Johnson and Adolphe C. Boudreaux	Howard M. Naylor	Receipt of delay rental and acknowledged OGM Lease #87314 is in full force and effect	
12/23/1944	147243	108	207	Rental Receipt	Albert Sidney Johnson and Adolphe C. Boudreaux	Howard M. Naylor	Receipt of delay rental and acknowledged OGM Lease #87314 is in full force and effect	
4/27/1945	149086	110	442	Release	Howard M. Naylor	Albert Sidney Johnson and Adolphe C. Boudreaux	Release OGM Lease #87314	
7/28/1942	138790	96	547	OGM Lease	A. S. Johnson and A. C. Boudreaux	Stanolind Oil and Gas Co.		2 acre tract on W side of Mermentau River in Sec. 39, T10S, R3W
12/30/1944	147472	108	520	OGM Lease	A. S. Johnson and Adolphe C. Boudreaux	H. M. Naylor		10 acres in beginning 459 feet South of the corner between Sec. 18, T10S, R2W and Sec. 39, T10S, R3W

Exhibit D
Castex Development - Title and Lease History - 000031

Castex Development, LLC - Lease History
Created 8/21/2020
Certified 4/18/1935 through 8/16/2020

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
5/12/1945	149166	110	522	OGM Lease	Albert Sidney Johnson and Adolphe C. Boudreaux	M. N. Stafford		(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13 T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East. LESS AND EXCEPT 10 acres sold in Deed #94049
12/22/1945	151998	114	216	Assignment	M. N. Stafford	Bert Flanders, Jr.	Assigned all of his RTI in OGM Lease #149166	
10/1/1947	168985	134	205	Assignment	Bert Flanders, Jr.	Roeser & Pendleton, Inc.	Assigned 3/4 interest in OGM Lease #149166	
7/14/1948	169446	134	600	Judgment of Possession	Succession of Bert Flanders, Jr.	Fred W. Bates, Joseph M. Jones, J. Mort Walker, Jr. and Elmer D. Flanders	Sent into possession of Decedent's 1/4 interest in OGM Lease #149166	
7/24/1948	169466	134	606	Receipt & Release	Albert Sidney Johnson and Adolphe C. Boudreaux	Roeser & Pendleton, Inc.	Released damages from drilling and operation by Roeser & Pendleton, Inc. as to Johnson and Boudreaux Well No. 1	Sec. 17, T10S, R2W
9/13/1948	174154	139	123	Assignment	Roeser & Pendleton, Inc.	Coast Company and Clyde H. Alexander	Assigned 1/4 interest each in OGM Lease #149166	
9/13/1948	174155	139	126	Assignment	Clyde H. Alexander	S. N. Van Wert	Assigned 1/8 interest in OGM Lease #149166	
9/3/1948	176445	141	69	Operating Agreement	Roeser & Pendleton, Inc.	Coast Company, Bates & Cornell, Clyde Alexander, S. N. Van Wert Joseph M. Jones, J. Mort Walker, Jr., Elmer D. Flanders and Succession of Bert Flanders, Jr.		
8/2/1949	178058	142	179	Assignment	Coast Company	Sterling Oil & Refining Co.	Assigned 1/4 interest each in OGM Lease #149166	

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Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
8/2/1949	178698	142	537	Assignment	Coast Company	Sterling Oil & Refining Co.	Assigned 1/4 interest each in OGM Lease #149166	
4/25/1950	184269	147	247	Name Change	Sterling Oil & Refining Co.	Sterling Oil & Gas Co.		
6/9/1950	185109	147	634	Judgment of Possession	Succession of Bert Flanders, Jr.	Martha Manning Flanders	Sent into possession of 1/2 interest and 1/3 of 1/2 interest in an undivided 20% interest in OGM Lease #149166	
6/9/1950	185109	147	634	Judgment of Possession	Succession of Bert Flanders, Jr.	Mary Catherine Flanders, Martha Ann Flanders and Bert Flanders, III	Sent into possession of 2/3 of 1/2 interest in an undivided 20% interest in OGM Lease #149166	
6/18/1951	193543	155	457	Name Change	Sterling Oil & Gas Co.	Tennessee Production Co.		
2/26/1952	199115	161	214	Assignment	Tennessee Production Co. (Texas)	Tennessee Production Co. (Delaware)	Assigned all of its leasehold interest in Louisiana	
10/31/1952	204893	167	637	Assignment	Roeser & Pendleton, Inc.	Marshall R. Young	Assigned all of its leasehold interest in Jefferson Davis Parish	
2/26/1952	205214	168	166	Assignment	Tennessee Production Co. (Texas)	Tennessee Production Co. (Delaware)	Assigned all of its 1/4 interest in OGM Lease #149166	
3/5/1954	218422	187	379	Partial Release	Marshall R. Young, Clyde Alexander, Fred W. Bates, Tennessee Production Co., S. N. Van Wert, J. Mort Walker, Jr., Joseph M. Jones, Elmer D. Flanders and Martha Manning Flanders	Albert Sidney Johnson, et al	Partially released OGM Lease #149166	
3/5/1954	218423	187	382	Partial Release	Marshall R. Young, Clyde Alexander, Fred W. Bates, Tennessee Production Co., S. N. Van Wert, J. Mort Walker, Jr., Joseph M. Jones, Elmer D. Flanders and Martha Manning Flanders	Albert Sidney Johnson, et al	Partially released OGM Lease #149166	

Exhibit D
Castex Development - Title and Lease History - 000033

Exhibit D
Castex Development - Title and Lease History - 000034

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
12/30/1954	220830	190	335	Assignment	Tennessee Production Co.	Tennessee Gas Transmission Co.	Assigned all of its RTI in OGM Lease #149166	
3/5/1954	224257	194	171	Partial Release	Marshall R. Young, Clyde Alexander, Fred W. Bates, Tennessee Production Co., S. N. Van Wert, J. Mort Walker, Jr., Joseph M. Jones, Elmer D. Flanders and Martha Manning Flanders	Albert Sidney Johnson, et al	Partially released OGM Lease #149166	
3/5/1954	227336	198	64	Partial Release	Marshall R. Young, Clyde Alexander, Fred W. Bates, Tennessee Production Co., S. N. Van Wert, J. Mort Walker, Jr., Joseph M. Jones, Elmer D. Flanders and Martha Manning Flanders	Albert Sidney Johnson, et al	Partially released OGM Lease #149166	
10/24/1955	227337	198	65	Partial Release	Marshall R. Young, Clyde Alexander, Fred W. Bates, Tennessee Production Co., S. N. Van Wert, J. Mort Walker, Jr., Joseph M. Jones, Elmer D. Flanders and Martha Manning Flanders	Albert Sidney Johnson, et al	Partially released OGM Lease #149166	

Castex Development, LLC - Lease History
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Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
9/16/1957	244247	221	334	Release of OGM Lease	Marshall R. Young, Clyde Alexander, Mrs. R. S. Van Wert, Fred W. Bates, Drew Cornell, Jay B. Wharton, Jr., Mark W. Mitchell, Robert R. Copeland, Paul Montgomery, Joseph M. Jones, J. Mort Walker, Jr., Elmer D. Flanders, M. N. Stafford, H. B. Tietje, M. N. Stafford, Jr., Walter Grapes and Martha Manning Flanders	Albert Sidney Johnson, et al	Released all of their RTI in OGM Lease #149166	
8/7/1954	218425	187	391	OGM Lease	Rosa Castex Boudreaux, et al	Lyle Cummins		955.35 acres in Sec. 39, T10S, R3W and Secs. 17 and 18, T10S, R2W
9/10/1954	219194	188	499	Assignment	Lyle Cummins	Waterford Oil Co.	Assigned all his RTI in OGM Lease #218425	
3/25/1955	224258	194	173	Assignment	Waterford Oil Co.	Tidewater Associated Oil Co.	Assigned all its RTI in OGM Lease #218425	
5/3/1956	231523	203	140	Name Change	Tidewater Associated Oil Co.	Tidewater Oil Co.		
7/23/1959	255668	234	541	Farmout Agreement	Tidewater Oil Co.	Waterford Oil Co. and General Crude Oil Co.	Farmout OGM Lease #218425	
11/11/1959	257936	237	564	Assignment	Tidewater Oil Co.	Waterford Oil Co. and General Crude Oil Co.	Assigned all of its RTI in OGM Lease #218425, LESS leasehold rights below certain depth	
1/12/1960	259218	239	88	Correction and Acknowledgment	Rosa Castex Boudreaux, et al	General Crude Oil Co.	Receipt of rental and acknowledged OGM Lease #218425 is in full force and effect	

Exhibit D
Castex Development - Title and Lease History - 000035

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
1/19/1961	267271	247	354	Assignment	Tidewater Oil Co.	Waterford Oil Co. and General Crude Oil Co.	Assigned all of its RTI in OGM Lease #218425, INSOFAR as said Lease covers certain depth	
2/22/1961	267272	247	355	Assignment	Waterford Oil Co. and General Crude Oil Co.	Midwest Oil Corp., Samedan Oil Corp., Samedan Associates, Inc., and Sam Noble	Assigned all of its RTI in OGM Lease #218425	
8/31/1961	271192	252	206	Receipt & Release	Worrell B. Johnson, et al	Midwest Oil Corp.	Released damages from operations in connection with drilling of Midwest Oil Corp.'s #1 - Johnson Boudreaux and Midwest Oil Corp.'s #2 - Johnson Boudreaux wells	1103.35 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W
12/14/1962	282190	263	597	Assignment	Midwest Oil Corp., Samedan Oil Corp., Samedan Associates, Inc., and Sam Noble	Delta Drilling Co., W. W. F. Oil Corp. and T. M. Evans	Assigned all of its RTI in OGM Lease #218425, INSOFAR as said Lease covers certain depth	
12/31/1963	288711	272	518	Assignment	T. M. Evans	The T. M. Evans Foundation, Inc.	Assigned all of his RTI in OGM Leases #218425 and #245110	
3/1/1964	289691	273	559	Assignment	The T. M. Evans Foundation, Inc.	Warren B. Pinney, Jr. and Patrick B. Gibbons, III	Assigned all of its RTI in OGM Leases #218425 and #245110	
1/1/1964	292574	276	493	Agreement	Rosa Castex Boudreaux, et al	Midwest Oil Corp., Samedan Oil Corp., Samedan Associates, Inc., Tidewater Oil Co., Sam Noble, Lyle Cummins and Sam E. Dunnam	Agreed to partially release OGM Lease #218425	
1/1/1964	292575	276	496	Agreement	Rosa Castex Boudreaux, et al	Midwest Oil Corp., Samedan Oil Corp., Samedan Associates, Inc., Tidewater Oil Co., Sam Noble, Lyle Cummins and Sam E. Dunnam	Agreed to partially release OGM Lease #218425	

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
1/1/1965	299310	282	539	Partial Release	Midwest Oil Corp.	Rosa Castex Boudreaux, et al	Partially released OGM Lease #218425, INSOFAR as portion of said Lease lying outside of described units	(1) 10,600' SUA (Order No. 101-D); (2) 10,200' SUB (Order No. 101-C); (3) 9100' SUA (Order No. 101-B); (4) Het SUA (Order No. 101-E); (5) 7750' SUB (Order No. 26-F); (6) 8600' SUC (Order No. 26-A-5)
1/1/1965	299311	282	540	Partial Release	Tidewater Oil Co.	Rosa Castex Boudreaux, et al	Partially released OGM Lease #218425, INSOFAR as portion of said Lease lying outside of described units	(1) 10,600' SUA (Order No. 101-D); (2) 10,200' SUB (Order No. 101-C); (3) 9100' SUA (Order No. 101-B); (4) Het SUA (Order No. 101-E); (5) 7750' SUB (Order No. 26-F); (6) 8600' SUC (Order No. 26-A-5)
1/1/1965	299312	282	542	Partial Release	Samedan Oil Corp. and Samedan Associates, Inc.	Rosa Castex Boudreaux, et al	Partially released OGM Lease #218425, INSOFAR as portion of said Lease lying outside of described units	(1) 10,600' SUA (Order No. 101-D); (2) 10,200' SUB (Order No. 101-C); (3) 9100' SUA (Order No. 101-B); (4) Het SUA (Order No. 101-E); (5) 7750' SUB (Order No. 26-F); (6) 8600' SUC (Order No. 26-A-5)
1/1/1965	299313	282	543	Partial Release	Sam E. Dunnam	Rosa Castex Boudreaux, et al	Partially released OGM Lease #218425, INSOFAR as portion of said Lease lying outside of described units	(1) 10,600' SUA (Order No. 101-D); (2) 10,200' SUB (Order No. 101-C); (3) 9100' SUA (Order No. 101-B); (4) Het SUA (Order No. 101-E); (5) 7750' SUB (Order No. 26-F); (6) 8600' SUC (Order No. 26-A-5)
1/1/1965	299314	282	545	Partial Release	Rosa Castex Boudreaux, et al	Midwest Oil Corp., Samedan Oil Corp., Samedan Associates, Inc., Tidewater Oil Co., Sam Noble, Lyle Cummins and Sam E. Dunnam	Amended OGM Lease #218425 to adjust royalty in proportion of acreage retained under said Lease	(1) 10,600' SUA (Order No. 101-D); (2) 10,200' SUB (Order No. 101-C); (3) 9100' SUA (Order No. 101-B); (4) Het SUA (Order No. 101-E); (5) 7750' SUB (Order No. 26-F); (6) 8600' SUC (Order No. 26-A-5)
9/30/1967	320110	315	60	Declaration	Tidewater Oil Co.	Getty Oil Co.	Merged companies and declared that Getty Oil now owns Tidewater's RTI in OGM Lease #218425	
9/30/1967	320111	315	69	Merger	Tidewater Oil Co.	Getty Oil Co.		

Castex Development, LLC - Lease History
Created 8/21/2020
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Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
9/1/1971	355795	362	594	Unit Agreement	Mark A. Boudreaux, et al	Midwest Oil Corp., Samedan Oil Corp., Newmont Oil Co., Delta Drilling Co., Sam Noble, Texaco, Inc., Mar-Low Corp., General Crude Oil Co., General American Oil Co. of Texas, Valor Land and Exploration Co., Patrick B. Gibbons, III, Warren J. Pinney, Jr., Yates Drilling Co., Martin Yates, III	Unitized OGM Leases #218425, #252892, #245110, #336658. Midwest Oil Corp. is designated as Unit Operator	10,200' SU, Sec. 39, T10S, R3W and Sec. 17, T10S, R2W. See attached plat
5/15/1974	380697	398	483	Assignment	Midwest Oil Corp.	Standard Oil Co.	Assigned all of its RTI in OGM Leases #218425. Note: Assignment misidentifies recording information for OGM Lease #218425	
5/15/1974	380697	398	483	Assignment	Standard Oil Co.	Amoco Production Co.	Assigned all of its RTI in OGM Leases #218425. Note: Assignment misidentifies recording information for OGM Lease #218425	
2/22/1977	403467	431	524	Assignment	Getty Oil Co.	Amoco Production Co., Samedan Oil Corp.. and Sam Noble	Assigned all of its RTI in OGM Lease #218425, INSOFAR as said Lease covers certain depth	
4/20/1977	404872	434	544	Partial Release	Amoco Production Co., Samedan Oil Corp. and Sam Noble	Rosa Castex Boudreaux, et al	Released OGM Lease #218425 INSOFAR as said Lease covers acreage lying inside of described property	9,100' SUA (Order No. 101-B); 7,750' SUB (Order No. 26-F); 8,600' SUC (Order No. 26A-5)
8/1/1977	405761	436	861	Assignment	Sam Noble	Quien Sabe Corp.	Assigned all of his RTI in OGM Leases #218425	
7/7/1979	417176	466	557	Merger	General Crude Oil Co.	Mobil-GC Corp.		
7/7/1979	418268	469	433	Merger	General Crude Oil Co.	Mobil-GC Corp.		
12/9/1983	448144	565	556	Assignment	Amoco Production Co.	Petroleum Well Services, Inc.	Assigned all of its RTI in OGM Lease #218425 and Amoco Production Co. - Johnson-Boudreaux Wells No. 1 and 3	

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12/10/1983	448145	565	562	Assignment	Petroleum Well Services, Inc.	Pacific International Petroleum, Inc.	Assigned all of its RTI in OGM Lease #218425, INSOFAR as certain depth, and all RTI in Amoco Production Co. - Johnson-Boudreaux Wells No. 1 and 3	
11/13/1984	455643	590	245	Assignment	Petroleum Well Services, Inc. and Celt Oil, Inc.	Carroll E. Pooler, Jr. and Associates	Assigned all of their RTI in OGM Lease #218425 and Petroleum Well Services, Inc. - Johnson-Boudreaux No. 1 Well	
7/24/1984	455865	592	440	Agreement	Samedan Oil Corp. and Quien Sabe Corp.	Celt Oil, Inc.	Celt Oil commenced reworking of Johnson-Boudreaux Well No. 1. Agreed to assign rights in Farmout Lease if well is capable of production	
10/25/1984	455896	592	575	Sublease	Samedan Oil Corp. and Quien Sabe Corp.	Celt Oil, Inc.	Subleased OGM Lease #218425	
2/8/1985	457129	598	30	Release of OGM Lease	Amoco Production Co.	Rosa Castex Boudreaux, et al	Released OGM Lease #218425	
1/29/1985	457427	599	111	Release of OGM Lease	Quien Sabe Corp. and Samedan Oil Corp.	Rosa Castex Boudreaux, et al	Released OGM Lease #218425	
12/31/2001	584929	923	438	Name Change	Amoco Production Co.	B P America Production Co.		
12/20/2002	596566	942	943	Merger	Samedan Oil Corp.	Noble Energy, Inc.		
3/5/1958	245110	222	318	OGM Lease	Rosa Castex Boudreaux, et al	James C. Ruffin		160 acres in Sec. 39, T10S, R3W and Sec. 17, T10S, R2W
3/12/1958	245111	222	322	Ratification	Ozella McCain Johnson	James C. Ruffin	Ratified OGM Lease #245110	
3/17/1958	245113	222	325	Assignment	James C. Ruffin	T. M. Evans and Delta Drilling Co.	Assigned all of his RTI in OGM Lease #245110	
12/31/1963	288711	272	518	Assignment	T. M. Evans	The T. M. Evans Foundation, Inc.	Assigned all of his RTI in OGM Leases #218425 and #245110	

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3/1/1964	289691	273	559	Assignment	The T. M. Evans Foundation, Inc.	Warren B. Pinney, Jr. and Patrick B. Gibbons, III	Assigned all of its RTI in OGM Leases #218425 and #245110	
7/1/1966	313285	303	445	Compromise Agreement	Castex M. Boudreaux, et al	Delta Drilling Co., Patrick B. Gibbons, III and Warren B. Pinney, Jr.	Partially released OGM Lease #245110 INSOFAR as said Lease covers lands outside of described property. Confirmed that said Lease is still in full force and effect	HET SUA (Order No. 101-E); 10,600' SUA (Order No. 101-D); 10,200' SUB (Order No. 101-C). See attached plat
3/1/1968	323966	321	564	Receipt & Release	Castex M. Boudreaux, et al	Delta Drilling Co., Patrick B. Gibbons, III and Warren B. Pinney, Jr.	Released damages from drilling and operating the Delta Drilling Co. No. 1 - Johnson-Boudreaux Well and lands covered by OGM Lease #245110	
3/31/1977	411777	452	333	Assignment	Delta Drilling Co.	Abaco Exploration Co.	Assigned a 32.72083% interest in OGM Lease #245110, LESS rights in described property and certain depth	HET 1 SUA (Order No. 26-E)
7/1/1983	445720	558	268	Assignment	Delta Drilling Co.	BFO Energy, Inc.	Assigned all of its RTI in OGM Lease #245110, INSOFAR as Lease covers lands within described property	HET 1 SUA (Order No. 26-E)
7/3/1984	453132	582	154	Partial Release of OGM Lease	Delta Drilling Co.	Rosa Castex Boudreaux, et al	Released OGM Lease #245110, SAVE AND EXCEPT lands within described property	Delta Drilling Co., et al - HET 1 SUA (Order No. 26-E)
7/26/1984	453319	582	617	Partial Release of OGM Lease	BFO Energy, Inc., Patrick R. Gibbons and Warren B. Pinney	Rosa Castex Boudreaux, et al	Released OGM Lease #245110, SAVE AND EXCEPT lands within described property	HET 1 SUA (Order No. 26-E)

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8/29/1984	454158	585	321	Partial Release of OGM Lease	Abaco Exploration, Inc.	Rosa Castex Boudreaux, et al	Released OGM Lease #245110, SAVE AND EXCEPT lands within described property	Delta Drilling Co., et al - HET 1 SUA (Order No. 26-E)
12/30/1991	504458	750	143	Merger	BFO Energy, Inc.	Baruch-Foster Corp.		
12/30/1991	504459	750	146	Merger	Baruch-Foster Corp.	Hadson Petroleum (USA), Inc.		
12/30/1992	512825	768	618	Merger	Hadson Petroleum (USA), Inc.	Hadson Energy Resources Corp.		
12/12/1994	523843	792	127	Name Change	Hadson Energy Resources Corp.	Apache Energy Resources Corp.		
4/19/1966	308008	295	523	OGM Lease	Mark A. Boudreaux, et al	Ruffin T. Lowry		(1) 11.48.44 acres in Secs. 13 and Sec. 39, T10S, R3W and Secs. 17 and 18, T10S, R2W, LESS certain described tracts; (2) 16.5 acres in Sec. 17, T10S, R2W; (3) 5.5 acres Sec. 17, T10S, R2W, LESS certain described tracts
11/12/1966	313043	303	191	Assignment	Ruffin T. Lowry	General Crude Oil Co.	Assigned all of his RTI in OGM Lease #308008	
10/21/1971	355182	362	42	Release of OGM Lease	General Crude Co.	Mark A. Boudreaux, et al	Released its RTI in OGM Lease #308008	
7/1/1966	313286	303	456	OGM Lease	Castex M. Boudreaux, et al	Delta Drilling Co.		52.78 acres in Sec. 39, T10S, R3W and Sec. 17, T10S, R2W. See attached plat in Compromise Agreement #313285
8/16/1977	406510	438	464	Release of OGM Lease	Delta Drilling Co.	Castex M. Boudreaux, et al	Released OGM Lease #313286	
7/2/1969	336658	339	205	OGM Lease	Castex M. Boudreaux, et al	Valor Land and Exploration Co.		52.78 acres in Sec. 39, T10S, R3W and Sec. 17, T10S, R2W. See attached plat
11/19/1970	349412	354	692	Assignment	Valor Land and Exploration Co.	Newmont Oil Co.	Assigned 2/3 of its RTI in OGM Lease #336658	
12/30/1970	349983	355	282	Assignment	Valor Land and Exploration Co.	Newmont Oil Co.	Assigned 10.633% interest in OGM Lease #336658	

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1/7/1977	402737	430	385	Partial Release of OGM Lease	Newmont Oil Co. and Mar-Low Corp.	Castex M. Boudreaux, et al	Released OGM Lease #336658, INSOFAR said Lease covers land situated outside of described property	10,200' SU (Order No. 101-C-1)
1/7/1977	402738	430	389	Partial Release of OGM Lease	Newmont Oil Co. and Valor Land & Exploration Co.	Castex M. Boudreaux, et al	Released OGM Lease #336658, INSOFAR said Lease covers land situated outside of described property	10,200' SU (Order No. 101-C-1)
1/7/1977	402739	430	393	Partial Release of OGM Lease	Newmont Oil Co., Yates Drilling Co. and Martin Yates, III	Castex M. Boudreaux, et al	Released OGM Lease #336658, INSOFAR said Lease covers land situated outside of described property	10,200' SU (Order No. 101-C-1)
5/21/1984	453128	582	139	Partial Release of OGM Lease	Yates Drilling Co. and Martin Yates, III	Castex M. Boudreaux, et al	Released OGM Lease #336658, INSOFAR said Lease covers land situated inside of described property	10,200' SU (Order No. 101-C-1)
5/16/1984	453129	582	142	Partial Release of OGM Lease	Mar-Low Corp.	Castex M. Boudreaux, et al	Released OGM Lease #336658, INSOFAR said Lease covers land situated inside of described property	10,200' SU (Order No. 101-C-1)
5/7/1984	453130	582	146	Partial Release of OGM Lease	Valor Land and Exploration Co.	Castex M. Boudreaux, et al	Released OGM Lease #336658, INSOFAR said Lease covers land situated inside of described property	10,200' SU (Order No. 101-C-1)
5/15/1984	453131	582	150	Partial Release of OGM Lease	Newmont Oil Co.	Castex M. Boudreaux, et al	Released OGM Lease #336658, INSOFAR said Lease covers land situated inside of described property	10,200' SU (Order No. 101-C-1)
7/6/1971	352892	358	846	OGM Lease	Mark A. Boudreaux, et al	Ruffin T. Lowry		70.51 acres in Sec. 39, T10S, R3W. See attached plat
7/12/1971	352987	359	22	Assignment	Ruffin T. Lowry	Newmont Oil Co.	Assigned all of his RTI in OGM Lease #352892	
11/8/1971	355908	362	709	Assignment	Newmont Oil Co.	Martin Yates, III, Yates Drilling Co. and Mar-Low Corp.	Assigned 50% of its RTI in OGM Lease #352892	

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2/15/1984	451439	576	659	Release of OGM Lease	Newmont Oil Co., Martin Yates, III, Yates Drilling Co. and Mar-Low Corp.	Mark A. Boudreaux, et al	Released OGM Lease #352892	
6/16/1976	401467	427	407	OGM Lease	Mark A. Boudreaux	Paul E. Brummett		(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13 T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East. LESS AND EXCEPT: (1) 10 acres sold in Deed #94049; (2) 10 acres sold in Deed #173883; (3) that portion in Units (a) 8,600' SUC (Order No. 26-A-10), (b) HET I SUA (Order No. 101-E), (c) 10,200' SU (Order No. 101-C-1)

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6/16/1976	401468	427	415	OGM Lease	Castex M. Boudreaux, et al	Paul E. Brummett		(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13 T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East. LESS AND EXCEPT: (1) 10 acres sold in Deed #94049; (2) 10 acres sold in Deed #173883; (3) that portion in Units (a) 8,600' SUC (Order No. 26-A-10), (b) HET I SUA (Order No. 101-E), (c) 10,200' SU (Order No. 101-C-1)
6/16/1976	401469	427	423	OGM Lease	Albert Sidney Johnson, III	Paul E. Brummett		(1) Sec. 39, T10S, R3W, LESS AND EXCEPT that portion lying in triangular from W of E line of Sec. 14, T10S, R3W if extended through Sec. 39; (2) Lot 2 of Fractional Sec. 13 T10S, R3W; (3) Sec. 17, T10S, R2W, including 16.5 acre and 5.5 acre tracts of prairie land along N line of swamp land, LESS AND EXCEPT 328 acres of swamp land sold to A. S. Alston; (4) Sec. 18, T10S, R2W lying between SE corner of Sec. 39, T10S, R3W on the W and the Mermentau River on the East. LESS AND EXCEPT: (1) 10 acres sold in Deed #94049; (2) 10 acres sold in Deed #173883; (3) that portion in Units (a) 8,600' SUC (Order No. 26-A-10), (b) HET I SUA (Order No. 101-E), (c) 10,200' SU (Order No. 101-C-1)
1/7/1977	403388	431	427	Assignment	Paul E. Brummett	Ronald C. Shultz and Thomas W. Blackstone	Assigned all of his RTI in OGM Leases #401467, #401468, #401469	

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3/7/1977	403503	431	615	Assignment	Ronald C. Shultz and Thomas W. Blackstone	Crown Central Petroleum Corp.	Assigned all of their RTI in OGM Leases #401467, #401468, #401469	
3/20/1978	409407	445	684	Assignment	Central Petroleum Corp.	Carpenter Oil & Gas Co.	Assigned 6.25% interest in OGM Leases #401467, #401468, #401469	
3/20/1978	409429	445	721	Assignment	Central Petroleum Corp.	OMNI Drilling P'ship No. 1977-2 and OMNI Drilling P'ship No. 1977-3	Assigned 18.75% interest in OGM Leases #401467, #401468, #401469	
3/20/1978	410636	448	668	Assignment	Central Petroleum Corp.	Galaxy Oil Co.	Assigned 25% interest in OGM Leases #401467, #401468, #401469	
10/2/1980	425873	493	175	Reassignment	OMNI Drilling P'ship No. 1977-2 and OMNI Drilling P'ship No. 1977-3	Crown Central Petroleum Corp.	Assigned all of their RTI in OGM Leases #401467, #401468, #401469	
10/2/1980	425873	493	413	Assignment	Carpenter Oil & Gas Co.	Crown Central Petroleum Corp.	Assigned all of its RTI in OGM Leases #401467, #401468, #401469	
7/21/1981	431253	510	370	OGM Lease	Yvette Marie Boudreaux Lefleur	Lynal, Inc.		All of those lands situated in Sec. 39, T10S, R3W and Secs. 17 and 18, T10S, R2W, acquired in Deed #81759, LESS AND EXCEPT: (1) that portion in Units (a) HET I SUA (Order No. 101-E), (b) 10,200' SU (Order No. 101-C-1), (c) 10,600' SU (Order No. 101-D); (2) 10 acres sold in Deed #94049; (3) 10 acres sold in Deed #173883
7/21/1981	431254	510	376	OGM Lease	Lydia McBride Boudreaux, et al	Lynal, Inc.		All of those lands situated in Sec. 39, T10S, R3W and Secs. 17 and 18, T10S, R2W, acquired in Deed #81759, LESS AND EXCEPT: (1) that portion in Units (a) HET I SUA (Order No. 101-E), (b) 10,200' SU (Order No. 101-C-1), (c) 10,600' SU (Order No. 101-D); (2) 10 acres sold in Deed #94049; (3) 10 acres sold in Deed #173883

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7/21/1981	431824	512	256	OGM Lease	Albert Sidney Johnson, III	Lynal, Inc.		All of those lands situated in Sec. 39, T10S, R3W and Secs. 17 and 18, T10S, R2W, acquired in Deed #81759, LESS AND EXCEPT: (1) that portion in Units (a) HET I SUA (Order No. 101-E), (b) 10,200' SU (Order No. 101-C-1), (c) 10,600' SU (Order No. 101-D); (2) 10 acres sold in Deed #94049; (3) 10 acres sold in Deed #173883
7/21/1981	431825	512	263	OGM Lease	Bernice Foreman Boudreaux, et al	Lynal, Inc.		All of those lands situated in Sec. 39, T10S, R3W and Secs. 17 and 18, T10S, R2W, acquired in Deed #81759, LESS AND EXCEPT: (1) that portion in Units (a) HET I SUA (Order No. 101-E), (b) 10,200' SU (Order No. 101-C-1), (c) 10,600' SU (Order No. 101-D); (2) 10 acres sold in Deed #94049; (3) 10 acres sold in Deed #173883
4/30/1984	451397	576	531	Assignment	Lynal, Inc.	Ramsay Corp.	Assigned 50% interest in OGM Leases #431253, #431254, #431824, #431825, #439315, #439316, #439317	
5/4/1984	451918	578	231	Assignment	Lynal, Inc. and Ramsay Corp.	Sohio Petroleum Co.	Assigned 87.5% interest in OGM Leases #431253, #431254, #431824, #431825, #439315, #439316, #439317	
10/31/1984	455350	589	310	Assignment	Sohio Petroleum Co.	Lynal, Inc. and Ramsay Corp.	Assigned all of its RTI in OGM Leases #431253, #431254, #431824, #431825, #439315, #439316, #439317	
11/30/1984	456379	595	529	Release of OGM Lease	Lynal, Inc. and Ramsay Corp.	Yvette Marie Boudreaux, et al	Released OGM Leases #431253, #431254, #431824, #431825	
8/11/1982	439315	538	441	OGM Lease	Bernice Forman Boudreaux, et al	Lynal, Inc.		60 acres in Sec. 13 T10S, R3W
8/11/1982	439316	538	445	OGM Lease	Lydia McBride Boudreaux, et al	Lynal, Inc.		60 acres in Sec. 13 T10S, R3W

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8/11/1982	439317	538	451	OGM Lease	Milton F. Bourdier	Lynal, Inc.		60 acres in Sec. 13 T10S, R3W
5/4/1984	451918	578	231	Assignment	Lynal, Inc. and Ramsay Corp.	Sohio Petroleum Co.	Assigned 87.5% interest in OGM Leases #431253, #431254, #431824, #431825, #439315, #439316, #439317	
10/31/1984	455350	589	310	Assignment	Sohio Petroleum Co.	Lynal, Inc. and Ramsay Corp.	Assigned all of its RTI in OGM Leases #431253, #431254, #431824, #431825, #439315, #439316, #439317	
10/31/1984	458723	603	293	Assignment	Sohio Petroleum Co.	Lynal, Inc. and Ramsay Corp.	Assigned all of its RTI in OGM Leases #439315, #439316, #439317	
7/22/1985	460931	611	415	Release of OGM Lease	Lynal, Inc. and Ramsay Corp.	Bernice Forman Boudreaux, et al	Released OGM Leases #439315, #439316, #439317	
1/23/1984	450030	572	69	Declaration of Lease	Reuben Raymond Bruce, et al	Maranatha Mineral Corp.		70.51 acres in Sec. 39, T10S, R3W. See attached plat
1/23/1984	450031	572	74	Declaration of Lease	Bernice Foreman Boudreaux	Maranatha Mineral Corp.		70.51 acres in Sec. 39, T10S, R3W. See attached plat
1/23/1984	450032	572	78	Declaration of Lease	Mark W. Boudreaux	Maranatha Mineral Corp.		70.51 acres in Sec. 39, T10S, R3W. See attached plat
1/23/1984	450033	572	82	Declaration of Lease	Wayne Boudreaux	Maranatha Mineral Corp.		70.51 acres in Sec. 39, T10S, R3W. See attached plat
1/23/1984	450465	573	384	Declaration of Lease	Albert Sidney Johnson, III	Maranatha Mineral Corp.		70.51 acres in Sec. 39, T10S, R3W. See attached plat
1/23/1984	456395	595	635	OGM Lease	Reuben Raymond Bruce, et al	Maranatha Mineral Corp.		70.51 acres in Sec. 39, T10S, R3W. See attached plat
1/23/1984	456396	595	644	OGM Lease	Albert Sidney Johnson, III	Maranatha Mineral Corp.		70.51 acres in Sec. 39, T10S, R3W. See attached plat
1/23/1984	456397	595	650	OGM Lease	Bernice Foreman Boudreaux	Maranatha Mineral Corp.		70.51 acres in Sec. 39, T10S, R3W. See attached plat
1/23/1984	456398	595	656	OGM Lease	Wayne Boudreaux	Maranatha Mineral Corp.		70.51 acres in Sec. 39, T10S, R3W. See attached plat
1/23/1984	456399	595	662	OGM Lease	Mark W. Boudreaux	Maranatha Mineral Corp.		70.51 acres in Sec. 39, T10S, R3W. See attached plat

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4/13/1984	450930	575	242	Assignment	Maranatha Mineral Corp.	Carroll E. Pooler, Jr.	Amended terms of OGM Leases #450018, #450022, #450026, #450030, #450019, #450023, #450027, #450031, #450020, #450024, #450028, #450032, #450021, #450025, #450029, #450033, #450468, #450467, #450466, #450465	
1/11/1985	456476	595	789	Assignment	Carroll E. Pooler, Jr.	Stone Petroleum Corp.	Assigned all of his RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456395, #456397, #456399, #453988, #456396, #456384, #456384, #456381, #456383, #456382, #456380	
1/9/1985	456949	597	333	Amendment of OGM Leases	Reuben Raymond Bruce, et al	Carroll E. Pooler, Jr.	Amended terms of OGM Leases #450018, #450022, #450026, #450030, #450019, #450023, #450027, #450031, #450020, #450024, #450028, #450032, #450021, #450025, #450029, #450033, #450468, #450467, #450466, #450465	
6/7/1985	459600	606	423	Assignment	Carroll E. Pooler, Jr.	Stone Petroleum Corp.	Assigned all of his RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456395, #456397, #456399, #453988, #456396, #456384, #456384, #456381, #456383, #456382, #456380	

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Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
7/21/1986	470775	646	259	Amendment of OGM Leases	Reuben Raymond Bruce, et al	Carroll E. Pooler, Jr.	Corrected Amendment #456949 to correctly identify recording information for OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456395, #456397, #456399, #456398, #456396, #456384, #456381, #456383, #456382, #456380	
8/14/1987	475106	660	459	Release of OGM Leases	Stone Petroleum Corp. and Mislatex Minerals Corp.	Reuben Raymond Bruce, et al	OGM Leases #456395, #456397, #456399, #456398, #456396	
1/23/1984	450026	572	52	Declaration of Lease	Reuben Raymond Bruce, et al	Maranatha Mineral Corp.		122.63 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W. See attached plat
1/23/1984	450027	572	57	Declaration of Lease	Bernice Foreman Boudreaux	Maranatha Mineral Corp.		122.63 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W. See attached plat
1/23/1984	450028	572	61	Declaration of Lease	Mark W. Boudreaux	Maranatha Mineral Corp.		122.63 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W. See attached plat
1/23/1984	450029	572	61	Declaration of Lease	Mark W. Boudreaux	Maranatha Mineral Corp.		122.63 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W. See attached plat
1/23/1984	450466	573	65	Declaration of Lease	Wayne Boudreaux	Maranatha Mineral Corp.		122.63 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W. See attached plat
1/23/1984	456390	595	602	OGM Lease	Reuben Raymond Bruce, et al	Maranatha Mineral Corp.		122.63 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W. See attached plat
1/23/1984	456391	595	611	OGM Lease	Albert Sidney Johnson, III	Maranatha Mineral Corp.		122.63 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W. See attached plat
1/23/1984	456392	595	617	OGM Lease	Bernice Foreman Boudreaux	Maranatha Mineral Corp.		122.63 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W. See attached plat
1/23/1984	456393	595	623	OGM Lease	Wayne Boudreaux	Maranatha Mineral Corp.		122.63 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W. See attached plat
1/23/1984	456394	595	629	OGM Lease	Mark W. Boudreaux	Maranatha Mineral Corp.		122.63 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W. See attached plat

Exhibit D
Castex Development - Title and Lease History - 000049

Exhibit D
Castex Development - Title and Lease History - 000050

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
4/13/1984	450930	575	242	Assignment	Maranatha Mineral Corp.	Carroll E. Pooler, Jr.	Amended terms of OGM Leases #450018, #450022, #450026, #450030, #450019, #450023, #450027, #450031, #450020, #450024, #450028, #450032, #450021, #450025, #450029, #450033, #450468, #450467, #450466, #450465	
1/11/1985	456476	595	789	Assignment	Carroll E. Pooler, Jr.	Stone Petroleum Corp.	Assigned all of his RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456395, #456397, #456399, #453988, #456396, #456384, #456384, #456381, #456383, #456382, #456380	
1/9/1985	456949	597	333	Amendment of OGM Leases	Reuben Raymond Bruce, et al	Carroll E. Pooler, Jr.	Amended terms of OGM Leases #450018, #450022, #450026, #450030, #450019, #450023, #450027, #450031, #450020, #450024, #450028, #450032, #450021, #450025, #450029, #450033, #450468, #450467, #450466, #450465	
6/7/1985	459600	606	423	Assignment	Carroll E. Pooler, Jr.	Stone Petroleum Corp.	Assigned all of his RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456395, #456397, #456399, #453988, #456396, #456384, #456384, #456381, #456383, #456382, #456380	

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
6/4/1986	467360	634	210	Declaration of Unitization	Texaco, Inc. and Stone Petroleum Corp.		Unitized OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380	160 acres in Sec. 39, T10S, R3W and Sec. 17, T10S, R2W. See attached plat
7/21/1986	470775	646	259	Amendment of OGM Leases	Reuben Raymond Bruce, et al	Carroll E. Pooler, Jr.	Corrected Amendment #456949 to correctly identify recording information for OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456395, #456397, #456399, #456398, #456396, #456384, #456381, #456383, #456382, #456380	
10/27/1987	481300	679	26	Unit Declaration	Texaco, Inc. and Stone Petroleum Corp.		Unitized OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380. CIB HAZ VU A Unit	160 acres in Sec. 39, T10S, R3W and Sec. 17, T10S, R2W. See attached plat
9/20/1989	497817	730	559	Partial Release of OGM Leases	Stone Petroleum Corp., Mislatex Minerals Corp. and Continental Land Fur Co., Inc.	Reuben Raymond Bruce, et al	Released OGM Leases #456390, #56392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, LESS AND EXCEPT acreage located within described units	(1) Bruce No. 2, MARG TEX RA SUA Unit (Order No. 101-H); (2) Bruce No. 3, CIB HAZ VUA Unit, as established by Unit Declaration #481300

Exhibit D
Castex Development - Title and Lease History - 000051

Castex Development, LLC - Lease History
Created 8/21/2020
Certified 4/18/1935 through 8/16/2020

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
4/1/1994	522985	790	383	Assignment	Mislatex Minerals Corp., Stone Petroleum Corp., et al	Nuevo Energy Co.	Assigned all of its RTI in OGM Leases #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce No. 2 Well (Order No. 101-H)
4/1/1994	522985	790	383	Assignment	Mislatex Minerals Corp., Stone Petroleum Corp., et al	Nuevo Energy Co.	Assigned all of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)
4/1/1994	522985	790	383	Assignment	Mislatex Minerals Corp., Stone Petroleum Corp., et al	Nuevo Energy Co.	Assigned all of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, INSOFAR as said Leases cover Johnson Boudreaux (SWD)	

Exhibit D
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Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
3/27/1995	525720	796	735	Release	J. B. Farms Co. and Reuben Raymond Bruce (individually and on behalf of all other affected surface owners)	Stone Energy Corp.	Released damages caused from activities necessary to dispose of trash and debris in vicinity of Stone Petroleum Corp. - Bruce #1 Well location during late Feb. - early March 1995. Note: Not sure which lease this pertains to	
1/1/1997	540303	831	494	Assignment	1987-I STEA, LP, 1987-II STEA, LP, 1987-III STEA, LP, 1987-IV STEA, LP, 1987-VI STEA, LP, Black Hawk Oil Co. and Nuevo Energy Co.	Axis Energy Corp.	Assigned all of its RTI in OGM Leases #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce No. 2 Well (Order No. 101-H)
1/1/1997	540303	831	494	Assignment	1987-I STEA, LP, 1987-II STEA, LP, 1987-III STEA, LP, 1987-IV STEA, LP, 1987-VI STEA, LP, Black Hawk Oil Co. and Nuevo Energy Co.	Axis Energy Corp.	Assigned all of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
1/1/1997	540303	831	494	Assignment	1987-I STEA, LP, 1987-II STEA, LP, 1987-III STEA, LP, 1987-IV STEA, LP, 1987-VI STEA, LP, Black Hawk Oil Co. and Nuevo Energy Co.	Axis Energy Corp.	Assigned all of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, INSOFAR as said Leases cover Johnson Boudreaux (SWD)	
8/25/1997	547219	850	863	Assignment	Axis Energy Corp.	John Wrather	Assigned 12.5% of its RTI in OGM Leases #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce No. 2 Well (Order No. 101-H)
8/25/1997	547219	850	863	Assignment	Axis Energy Corp.	John Wrather	Assigned 12.5% of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)
8/25/1997	547219	850	863	Assignment	Axis Energy Corp.	John Wrather	Assigned 12.5% of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, INSOFAR as said Leases cover Johnson Boudreaux (SWD)	

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
8/14/1999	564165	886	300	Assignment	Axis Energy Corp.	Mike Hoffman and Wendell Hodde	Assigned 20% of its RTI in OGM Leases #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce No. 2 Well (Order No. 101-H)
8/14/1999	564165	886	300	Assignment	Axis Energy Corp.	Mike Hoffman and Wendell Hodde	Assigned 20% of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)
8/14/1999	564165	886	300	Assignment	Axis Energy Corp.	Mike Hoffman and Wendell Hodde	Assigned 20% of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, INSOFAR as said Leases cover Johnson Boudreaux (SWD)	

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
9/10/1999	565157	888	186	Assignment	Carroll E. Pooler, Jr.	Olympus Oil Ventures, Inc.	Assigned all of his RTI in OGM Leases #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce No. 2 Well (Order No. 101-H)
9/10/1999	565157	888	186	Assignment	Carroll E. Pooler, Jr.	Olympus Oil Ventures, Inc.	Assigned all of his RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)
9/10/1999	565157	888	186	Assignment	Carroll E. Pooler, Jr.	Olympus Oil Ventures, Inc.	Assigned all of his RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, INSOFAR as said Leases cover Johnson Boudreaux (SWD)	

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
8/1/2000	573184	902	159	Assignment	Occidental Energy Co., Inc., Axis Energy Corp. and Wendell C. Hodde	Enco Resources, Inc.	Assigned all of their RTI in OGM Leases #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce No. 2 Well (Order No. 101-H)
8/1/2000	573184	902	159	Assignment	Occidental Energy Co., Inc., Axis Energy Corp. and Wendell C. Hodde	Enco Resources, Inc.	Assigned all of their RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)
8/1/2000	573184	902	159	Assignment	Occidental Energy Co., Inc., Axis Energy Corp. and Wendell C. Hodde	Enco Resources, Inc.	Assigned all of their RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, INSOFAR as said Leases cover Johnson Boudreaux (SWD)	

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
4/1/2001	579858	914	134	Assignment	Mike Hoffman	Enco Resources, Inc.	Assigned all of his RTI in OGM Leases #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce No. 2 Well (Order No. 101-H)
4/1/2001	579858	914	134	Assignment	Mike Hoffman	Enco Resources, Inc.	Assigned all of his RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)
4/1/2001	579858	914	134	Assignment	Mike Hoffman	Enco Resources, Inc.	Assigned all of his RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, INSOFAR as said Leases cover Johnson Boudreaux (SWD)	
6/30/1996	575873	907	347	Assignment	Samson Hydrocarbons Co.	Samson Resources Co.	Assigned all of its RTI in described wells	Johnson Boudreaux #2 SWD, Bruce #2, Bruce #3, and Johnson Boudreaux #1, all in Sec. 17, T10S, R2W
5/24/2001	580073	914	663	Correction to Assignment	Samson Hydrocarbons Co.	Samson Resources Co.	Corrected Assignment #575873 to clarify that it was assigned all of its RTI in OGM Leases #456385, #456390	

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
1/1/2002	584656	922	956	Assignment	Samson Resources Co.	Willischild Oil & Gas Corp.	Assigned all its RTI in OGM Leases #456385, #456390	
2/1/2002	586797	926	253	Assignment	John Wrather	MOP, LLC	Assigned all of his RTI in OGM Leases #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce No. 2 Well (Order No. 101-H)
2/1/2002	586797	926	253	Assignment	John Wrather	MOP, LLC	Assigned all of his RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)
2/1/2002	586797	926	253	Assignment	John Wrather	MOP, LLC	Assigned all of his RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, INSOFAR as said Leases cover Johnson Boudreaux (SWD)	
12/1/2002	593077	937	630	Assignment	Willischild Oil & Gas Corp.	Arjuna, LLC	Assigned all its RTI in OGM Leases #456385, #456390	

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Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
12/20/2004	610427	967	257	Partial Sublease of OGM Leases	Enco Resources, Inc.	St. Mary Energy Co.	Subleased OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, #456395, #456396, #456397, #456398, #456399	
12/20/2004	610428	967	261	Partial Sublease of OGM Leases	Arjuna, LLC	St. Mary Energy Co.	Subleased OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, #456395, #456396, #456397, #456398, #456399	
12/20/2004	610429	967	265	Partial Sublease of OGM Leases	Eagle River Energy Corp.	St. Mary Energy Co.	Subleased OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, #456395, #456396, #456397, #456398, #456399	
12/20/2004	610430	967	269	Partial Sublease of OGM Leases	Continental Land & Fur Co., Inc.	St. Mary Energy Co.	Subleased OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, #456395, #456396, #456397, #456398, #456399	

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Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
12/21/2004	610686	967	614	Partial Sublease of OGM Leases	St. Mary Energy Co.	RLI Properties, LLC, Crain Energy, Ltd., Stokes & Spiehler, Inc. and Bedford Sabine, LLC	Subleased OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, #456395, #456396, #456397, #456398, #456399, #601967, #601968 and Surface Lease #605887	
4/12/2005	612716	971	157	Assignment	MOP, LLC	Comanche Exploration Co., LLC	Assigned 50% of its RTI in OGM Leases #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce No. 2 Well (Order No. 101-H)
4/12/2005	612716	971	157	Assignment	MOP, LLC	Comanche Exploration Co., LLC	Assigned 50% of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
4/12/2005	612716	971	157	Assignment	MOP, LLC	Comanche Exploration Co., LLC	Assigned 50% of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, INSOFAR as said Leases cover Johnson Boudreaux (SWD)	
6/12/2006	620763	986	57	Assignment	Comanche Exploration Co., LLC	MOP, LLC	Assigned 17.5% WI in OGM Leases #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce No. 2 Well (Order No. 101-H)
6/12/2006	620763	986	57	Assignment	Comanche Exploration Co., LLC	MOP, LLC	Assigned 17.5% WI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)
6/12/2006	620763	986	57	Assignment	Comanche Exploration Co., LLC	MOP, LLC	Assigned 17.5% WI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, INSOFAR as said Leases cover Johnson Boudreaux (SWD)	
10/31/2007	634270	1013	835	Merger	St. Mary Energy Co.	St. Mary Land & Exploration Co.		

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10/1/2009	685714			Wellbore Only Assignment	MOP, LLC	Enco Resources, Inc.	Assigned all of its RTI in wellbore of described well	Bruce No. 2 Well in Sec. 17, T10S, R2W, Bruce No. 3 Well in Sec. 17, T10S, R2W, and Johnson-Boudreaux SWD No. 2 in Sec. 39, T10S, R3W
8/1/2010	685713			Wellbore Only Assignment	Arjuna, LLC	Enco Resources, Inc.	Assigned all of its RTI in wellbore of described well	Bruce No. 2 Well in Sec. 17, T10S, R2W, Bruce No. 3 Well in Sec. 17, T10S, R2W, and Johnson-Boudreaux SWD No. 2 in Sec. 39, T10S, R3W
1/23/1984	450022	572	35	Declaration of Lease	Reuben Raymond Bruce, et al	Maranatha Mineral Corp.		193.86 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W. See attached plat
1/23/1984	450023	572	40	Declaration of Lease	Bernice Foreman Boudreaux	Maranatha Mineral Corp.		193.86 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W. See attached plat
1/23/1984	450024	572	44	Declaration of Lease	Mark W. Boudreaux	Maranatha Mineral Corp.		193.86 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W. See attached plat
1/23/1984	450025	572	48	Declaration of Lease	Wayne Boudreaux	Maranatha Mineral Corp.		193.86 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W. See attached plat
1/23/1984	450467	573	394	Declaration of Lease	Albert Sidney Johnson, III	Maranatha Mineral Corp.		193.86 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W. See attached plat
1/23/1984	456385	595	569	OGM Lease	Reuben Raymond Bruce, et al	Maranatha Mineral Corp.		193.86 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W. See attached plat
1/23/1984	456386	595	578	OGM Lease	Albert Sidney Johnson, III	Maranatha Mineral Corp.		193.86 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W. See attached plat
1/23/1984	456387	595	584	OGM Lease	Bernice Foreman Boudreaux	Maranatha Mineral Corp.		193.86 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W. See attached plat
1/23/1984	456388	595	590	OGM Lease	Wayne Boudreaux	Maranatha Mineral Corp.		193.86 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W. See attached plat
1/23/1984	456389	595	596	OGM Lease	Mark W. Boudreaux	Maranatha Mineral Corp.		193.86 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W. See attached plat
4/13/1984	450930	575	242	Assignment	Maranatha Mineral Corp.	Carroll E. Pooler, Jr.	Amended terms of OGM Leases #450018, #450022, #450026, #450030, #450019, #450023, #450027, #450031, #450020, #450024, #450028, #450032, #450021, #450025, #450029, #450033, #450468, #450467, #450466, #450465	

Exhibit D
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Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
1/11/1985	456476	595	789	Assignment	Carroll E. Pooler, Jr.	Stone Petroleum Corp.	Assigned all of his RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456395, #456397, #456399, #453988, #456396, #456384, #456384, #456381, #456383, #456382, #456380	
1/9/1985	456949	597	333	Amendment of OGM Leases	Reuben Raymond Bruce, et al	Carroll E. Pooler, Jr.	Amended terms of OGM Leases #450018, #450022, #450026, #450030, #450019, #450023, #450027, #450031, #450020, #450024, #450028, #450032, #450021, #450025, #450029, #450033, #450468, #450467, #450466, #450465	
6/7/1985	459600	606	423	Assignment	Carroll E. Pooler, Jr.	Stone Petroleum Corp.	Assigned all of his RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456395, #456397, #456399, #453988, #456396, #456384, #456384, #456381, #456383, #456382, #456380	
6/4/1986	467360	634	210	Declaration of Unitization	Texaco, Inc. and Stone Petroleum Corp.		Unitized OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380	160 acres in Sec. 39, T10S, R3W and Sec. 17, T10S, R2W. See attached plat

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
7/21/1986	470775	646	259	Amendment of OGM Leases	Reuben Raymond Bruce, et al	Carroll E. Pooler, Jr.	Corrected Amendment #456949 to correctly identify recording information for OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456395, #456397, #456399, #456398, #456396, #456384, #456381, #456383, #456382, #456380	
10/27/1987	481300	679	26	Unit Declaration	Texaco, Inc. and Stone Petroleum Corp.		Unitized OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380. CIB HAZ VU A Unit	160 acres in Sec. 39, T10S, R3W and Sec. 17, T10S, R2W. See attached plat
4/1/1994	522985	790	383	Assignment	Mislatex Minerals Corp., Stone Petroleum Corp., et al	Nuevo Energy Co.	Assigned all of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)
4/1/1994	522985	790	383	Assignment	Mislatex Minerals Corp., Stone Petroleum Corp., et al	Nuevo Energy Co.	Assigned all of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, INSOFAR as said Leases cover Johnson Boudreaux (SWD)	

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
3/27/1995	525720	796	735	Release	J. B. Farms Co. and Reuben Raymond Bruce (individually and on behalf of all other affected surface owners)	Stone Energy Corp.	Released damages caused from activities necessary to dispose of trash and debris in vicinity of Stone Petroleum Corp. - Bruce #1 Well location during late Feb. - early March 1995. Note: Not sure which lease this pertains to	
1/1/1997	540303	831	494	Assignment	1987-I STEA, LP, 1987-II STEA, LP, 1987-III STEA, LP, 1987-IV STEA, LP, 1987-VI STEA, LP, Black Hawk Oil Co. and Nuevo Energy Co.	Axis Energy Corp.	Assigned all of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)
1/1/1997	540303	831	494	Assignment	1987-I STEA, LP, 1987-II STEA, LP, 1987-III STEA, LP, 1987-IV STEA, LP, 1987-VI STEA, LP, Black Hawk Oil Co. and Nuevo Energy Co.	Axis Energy Corp.	Assigned all of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, INSOFAR as said Leases cover Johnson Boudreaux (SWD)	

Castex Development, LLC - Lease History
Created 8/21/2020
Certified 4/18/1935 through 8/16/2020

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
8/25/1997	547219	850	863	Assignment	Axis Energy Corp.	John Wrather	Assigned 12.5% of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)
8/25/1997	547219	850	863	Assignment	Axis Energy Corp.	John Wrather	Assigned 12.5% of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, INSOFAR as said Leases cover Johnson Boudreaux (SWD)	
8/14/1999	564165	886	300	Assignment	Axis Energy Corp.	Mike Hoffman and Wendell Hodde	Assigned 20% of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)

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Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
8/14/1999	564165	886	300	Assignment	Axis Energy Corp.	Mike Hoffman and Wendell Hodde	Assigned 20% of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, INSOFAR as said Leases cover Johnson Boudreaux (SWD)	
9/10/1999	565157	888	186	Assignment	Carroll E. Pooler, Jr.	Olympus Oil Ventures, Inc.	Assigned all of his RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)
9/10/1999	565157	888	186	Assignment	Carroll E. Pooler, Jr.	Olympus Oil Ventures, Inc.	Assigned all of his RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, INSOFAR as said Leases cover Johnson Boudreaux (SWD)	

Castex Development, LLC - Lease History
Created 8/21/2020
Certified 4/18/1935 through 8/16/2020

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
8/1/2000	573184	902	159	Assignment	Occidental Energy Co., Inc., Axis Energy Corp. and Wendell C. Hodde	Enco Resources, Inc.	Assigned all of their RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)
8/1/2000	573184	902	159	Assignment	Occidental Energy Co., Inc., Axis Energy Corp. and Wendell C. Hodde	Enco Resources, Inc.	Assigned all of their RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, INSOFAR as said Leases cover Johnson Boudreaux (SWD)	
4/1/2001	579858	914	134	Assignment	Mike Hoffman	Enco Resources, Inc.	Assigned all of his RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)

Exhibit D
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Castex Development, LLC - Lease History
Created 8/21/2020
Certified 4/18/1935 through 8/16/2020

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
4/1/2001	579858	914	134	Assignment	Mike Hoffman	Enco Resources, Inc.	Assigned all of his RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, INSOFAR as said Leases cover Johnson Boudreaux (SWD)	
1/1/2002	584656	922	956	Assignment	Samson Resources Co.	Willischild Oil & Gas Corp.	Assigned all its RTI in OGM Leases #456385, #456390	
2/1/2002	586797	926	253	Assignment	John Wrather	MOP, LLC	Assigned all of his RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)
2/1/2002	586797	926	253	Assignment	John Wrather	MOP, LLC	Assigned all of his RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, INSOFAR as said Leases cover Johnson Boudreaux (SWD)	
12/1/2002	593077	937	630	Assignment	Willischild Oil & Gas Corp.	Arjuna, LLC	Assigned all its RTI in OGM Leases #456385, #456390	

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
12/20/2004	610427	967	257	Partial Sublease of OGM Leases	Enco Resources, Inc.	St. Mary Energy Co.	Subleased OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, #456395, #456396, #456397, #456398, #456399	
12/20/2004	610428	967	261	Partial Sublease of OGM Leases	Arjuna, LLC	St. Mary Energy Co.	Subleased OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, #456395, #456396, #456397, #456398, #456399	
12/20/2004	610429	967	265	Partial Sublease of OGM Leases	Eagle River Energy Corp.	St. Mary Energy Co.	Subleased OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, #456395, #456396, #456397, #456398, #456399	
12/20/2004	610430	967	269	Partial Sublease of OGM Leases	Continental Land & Fur Co., Inc.	St. Mary Energy Co.	Subleased OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, #456395, #456396, #456397, #456398, #456399	

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Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
12/21/2004	610686	967	614	Partial Sublease of OGM Leases	St. Mary Energy Co.	RLI Properties, LLC, Crain Energy, Ltd., Stokes & Spiehler, Inc. and Bedford Sabine, LLC	Subleased OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, #456395, #456396, #456397, #456398, #456399, #601967, #601968 and Surface Lease #605887	
4/12/2005	612716	971	157	Assignment	MOP, LLC	Comanche Exploration Co., LLC	Assigned 50% of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)
4/12/2005	612716	971	157	Assignment	MOP, LLC	Comanche Exploration Co., LLC	Assigned 50% of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, INSOFAR as said Leases cover Johnson Boudreaux (SWD)	

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
6/12/2006	620763	986	57	Assignment	Comanche Exploration Co., LLC	MOP, LLC	Assigned 17.5% WI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)
6/12/2006	620763	986	57	Assignment	Comanche Exploration Co., LLC	MOP, LLC	Assigned 17.5% WI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, INSOFAR as said Leases cover Johnson Boudreaux (SWD)	
10/31/2007	634270	1013	835	Merger	St. Mary Energy Co.	St. Mary Land & EXploration Co.		
10/1/2009	685714			Wellbore Only Assignment	MOP, LLC	Enco Resources, Inc.	Assigned all of its RTI in wellbore of described well	Bruce No. 2 Well in Sec. 17, T10S, R2W, Bruce No. 3 Well in Sec. 17, T10S, R2W, and Johnson-Boudreaux SWD No. 2 in Sec. 39, T10S, R3W
8/1/2010	685713			Wellbore Only Assignment	Arjuna, LLC	Enco Resources, Inc.	Assigned all of its RTI in wellbore of described well	Bruce No. 2 Well in Sec. 17, T10S, R2W, Bruce No. 3 Well in Sec. 17, T10S, R2W, and Johnson-Boudreaux SWD No. 2 in Sec. 39, T10S, R3W
1/23/1984	450018	572	18	Declaration of Lease	Rueben Raymond Bruce, et al	Maranatha Mineral Corp.		All of those lands situated in Sec. 39, T10S, R3W and Secs. 17 and 18, T10S, R2W, acquired in Deed #81759, LESS AND EXCEPT: (1) that portion in Units (a) HET I SUA (Order No. 101-E), (b) 10,200' SU (Order No. 101-C-1), (c) 10,600' SU (Order No. 101-D); (2) 10 acres sold in Deed #94049; (3) 10 acres sold in Deed #173883

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
1/23/1984	450019	572	23	Declaration of Lease	Bernice Foreman Boudreaux	Maranatha Mineral Corp.		All of those lands situated in Sec. 39, T10S, R3W and Secs. 17 and 18, T10S, R2W, acquired in Deed #81759, LESS AND EXCEPT: (1) that portion in Units (a) HET I SUA (Order No. 101-E), (b) 10,200' SU (Order No. 101-C-1), (c) 10,600' SU (Order No. 101-D); (2) 10 acres sold in Deed #94049; (3) 10 acres sold in Deed #173883
1/23/1984	450020	572	27	Declaration of Lease	Mark W. Boudreaux	Maranatha Mineral Corp.		All of those lands situated in Sec. 39, T10S, R3W and Secs. 17 and 18, T10S, R2W, acquired in Deed #81759, LESS AND EXCEPT: (1) that portion in Units (a) HET I SUA (Order No. 101-E), (b) 10,200' SU (Order No. 101-C-1), (c) 10,600' SU (Order No. 101-D); (2) 10 acres sold in Deed #94049; (3) 10 acres sold in Deed #173883
1/23/1984	450021	572	31	Declaration of Lease	Wayne Boudreaux	Maranatha Mineral Corp.		All of those lands situated in Sec. 39, T10S, R3W and Secs. 17 and 18, T10S, R2W, acquired in Deed #81759, LESS AND EXCEPT: (1) that portion in Units (a) HET I SUA (Order No. 101-E), (b) 10,200' SU (Order No. 101-C-1), (c) 10,600' SU (Order No. 101-D); (2) 10 acres sold in Deed #94049; (3) 10 acres sold in Deed #173883
1/23/1984	450468	573	399	Declaration of Lease	Albert Sidney Johnson, III	Maranatha Mineral Corp.		All of those lands situated in Sec. 39, T10S, R3W and Secs. 17 and 18, T10S, R2W, acquired in Deed #81759, LESS AND EXCEPT: (1) that portion in Units (a) HET I SUA (Order No. 101-E), (b) 10,200' SU (Order No. 101-C-1), (c) 10,600' SU (Order No. 101-D); (2) 10 acres sold in Deed #94049; (3) 10 acres sold in Deed #173883

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
1/23/1984	456380	595	531	OGM Lease	Albert Sidney Johnson, III	Maranatha Mineral Corp.		All of those lands situated in Sec. 39, T10S, R3W and Secs. 17 and 18, T10S, R2W, acquired in Deed #81759, LESS AND EXCEPT: (1) that portion in Units (a) HET I SUA (Order No. 101-E), (b) 10,200' SU (Order No. 101-C-1), (c) 10,600' SU (Order No. 101-D); (2) 10 acres sold in Deed #94049; (3) 10 acres sold in Deed #173883
1/23/1984	456381	595	538	OGM Lease	Bernice Foreman Boudreaux	Maranatha Mineral Corp.		All of those lands situated in Sec. 39, T10S, R3W and Secs. 17 and 18, T10S, R2W, acquired in Deed #81759, LESS AND EXCEPT: (1) that portion in Units (a) HET I SUA (Order No. 101-E), (b) 10,200' SU (Order No. 101-C-1), (c) 10,600' SU (Order No. 101-D); (2) 10 acres sold in Deed #94049; (3) 10 acres sold in Deed #173883
1/23/1984	456382	595	545	OGM Lease	Wayne Boudreaux	Maranatha Mineral Corp.		All of those lands situated in Sec. 39, T10S, R3W and Secs. 17 and 18, T10S, R2W, acquired in Deed #81759, LESS AND EXCEPT: (1) that portion in Units (a) HET I SUA (Order No. 101-E), (b) 10,200' SU (Order No. 101-C-1), (c) 10,600' SU (Order No. 101-D); (2) 10 acres sold in Deed #94049; (3) 10 acres sold in Deed #173883
1/23/1984	456383	595	552	OGM Lease	Mark W. Boudreaux	Maranatha Mineral Corp.		All of those lands situated in Sec. 39, T10S, R3W and Secs. 17 and 18, T10S, R2W, acquired in Deed #81759, LESS AND EXCEPT: (1) that portion in Units (a) HET I SUA (Order No. 101-E), (b) 10,200' SU (Order No. 101-C-1), (c) 10,600' SU (Order No. 101-D); (2) 10 acres sold in Deed #94049; (3) 10 acres sold in Deed #173883

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Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
1/23/1984	456384	595	559	OGM Lease	Reuben Raymond Bruce, et al	Maranatha Mineral Corp.		All of those lands situated in Sec. 39, T10S, R3W and Secs. 17 and 18, T10S, R2W, acquired in Deed #81759, LESS AND EXCEPT: (1) that portion in Units (a) HET I SUA (Order No. 101-E), (b) 10,200' SU (Order No. 101-C-1), (c) 10,600' SU (Order No. 101-D); (2) 10 acres sold in Deed #94049; (3) 10 acres sold in Deed #173883
4/13/1984	450930	575	242	Assignment	Maranatha Mineral Corp.	Carroll E. Pooler, Jr.	Amended terms of OGM Leases #450018, #450022, #450026, #450030, #450019, #450023, #450027, #450031, #450020, #450024, #450028, #450032, #450021, #450025, #450029, #450033, #450468, #450467, #450466, #450465	
1/11/1985	456476	595	789	Assignment	Carroll E. Pooler, Jr.	Stone Petroleum Corp.	Assigned all of his RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456395, #456397, #456399, #453988, #456396, #456384, #456384, #456381, #456383, #456382, #456380	
1/9/1985	456949	597	333	Amendment of OGM Leases	Reuben Raymond Bruce, et al	Carroll E. Pooler, Jr.	Amended terms of OGM Leases #450018, #450022, #450026, #450030, #450019, #450023, #450027, #450031, #450020, #450024, #450028, #450032, #450021, #450025, #450029, #450033, #450468, #450467, #450466, #450465	

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Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
6/7/1985	459600	606	423	Assignment	Carroll E. Pooler, Jr.	Stone Petroleum Corp.	Assigned all of his RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456395, #456397, #456399, #453988, #456396, #456384, #456384, #456381, #456383, #456382, #456380	
6/4/1986	467360	634	210	Declaration of Unitization	Texaco, Inc. and Stone Petroleum Corp.		Unitized OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380	160 acres in Sec. 39, T10S, R3W and Sec. 17, T10S, R2W. See attached plat
7/21/1986	470774	646	227	Act of Correction	Reuben Raymond Bruce, et al	Stone Petroleum Corp.	Corrected portion of legal description in OGM Leases #456384, #456381, #456383, #456382, #456380	
7/21/1986	470775	646	259	Amendment of OGM Leases	Reuben Raymond Bruce, et al	Carroll E. Pooler, Jr.	Corrected Amendment #456949 to correctly identify recording information for OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456395, #456397, #456399, #456398, #456396, #456384, #456381, #456383, #456382, #456380	
10/27/1987	481300	679	26	Unit Declaration	Texaco, Inc. and Stone Petroleum Corp.		Unitized OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380. CIB HAZ VU A Unit	160 acres in Sec. 39, T10S, R3W and Sec. 17, T10S, R2W. See attached plat

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Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
9/20/1989	497817	730	559	Partial Release of OGM Leases	Stone Petroleum Corp., Mislatex Minerals Corp. and Continental Land Fur Co., Inc.	Reuben Raymond Bruce, et al	Released OGM Leases #456390, #56392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, LESS AND EXCEPT acreage located within described units	(1) Bruce No. 2, MARG TEX RA SUA Unit (Order No. 101-H); (2) Bruce No. 3, CIB HAZ VUA Unit, as established by Unit Declaration #481300
4/1/1994	522985	790	383	Assignment	Mislatex Minerals Corp., Stone Petroleum Corp., et al	Nuevo Energy Co.	Assigned all of its RTI in OGM Leases #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce No. 2 Well (Order No. 101-H)
4/1/1994	522985	790	383	Assignment	Mislatex Minerals Corp., Stone Petroleum Corp., et al	Nuevo Energy Co.	Assigned all of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)
3/27/1995	525720	796	735	Release	J. B. Farms Co. and Reuben Raymond Bruce (individually and on behalf of all other affected surface owners)	Stone Energy Corp.	Released damages caused from activities necessary to dispose of trash and debris in vicinity of Stone Petroleum Corp. - Bruce #1 Well location during late Feb. - early March 1995. Note: Not sure which lease this pertains to	

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Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
1/1/1997	540303	831	494	Assignment	1987-I STEA, LP, 1987-II STEA, LP, 1987-III STEA, LP, 1987-IV STEA, LP, 1987-VI STEA, LP, Black Hawk Oil Co. and Nuevo Energy Co.	Axis Energy Corp.	Assigned all of its RTI in OGM Leases #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce No. 2 Well (Order No. 101-H)
1/1/1997	540303	831	494	Assignment	1987-I STEA, LP, 1987-II STEA, LP, 1987-III STEA, LP, 1987-IV STEA, LP, 1987-VI STEA, LP, Black Hawk Oil Co. and Nuevo Energy Co.	Axis Energy Corp.	Assigned all of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)
8/25/1997	547219	850	863	Assignment	Axis Energy Corp.	John Wrather	Assigned 12.5% of its RTI in OGM Leases #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce No. 2 Well (Order No. 101-H)

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Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
8/25/1997	547219	850	863	Assignment	Axis Energy Corp.	John Wrather	Assigned 12.5% of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)
8/14/1999	564165	886	300	Assignment	Axis Energy Corp.	Mike Hoffman and Wendell Hodde	Assigned 20% of its RTI in OGM Leases #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce No. 2 Well (Order No. 101-H)
8/14/1999	564165	886	300	Assignment	Axis Energy Corp.	Mike Hoffman and Wendell Hodde	Assigned 20% of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
9/10/1999	565157	888	186	Assignment	Carroll E. Pooler, Jr.	Olympus Oil Ventures, Inc.	Assigned all of his RTI in OGM Leases #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce No. 2 Well (Order No. 101-H)
9/10/1999	565157	888	186	Assignment	Carroll E. Pooler, Jr.	Olympus Oil Ventures, Inc.	Assigned all of his RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)
8/1/2000	573184	902	159	Assignment	Occidental Energy Co., Inc., Axis Energy Corp. and Wendell C. Hodde	Enco Resources, Inc.	Assigned all of their RTI in OGM Leases #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce No. 2 Well (Order No. 101-H)

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Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
8/1/2000	573184	902	159	Assignment	Occidental Energy Co., Inc., Axis Energy Corp. and Wendell C. Hodde	Enco Resources, Inc.	Assigned all of their RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)
4/1/2001	579858	914	134	Assignment	Mike Hoffman	Enco Resources, Inc.	Assigned all of his RTI in OGM Leases #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce No. 2 Well (Order No. 101-H)
4/1/2001	579858	914	134	Assignment	Mike Hoffman	Enco Resources, Inc.	Assigned all of his RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)

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Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
2/1/2002	586797	926	253	Assignment	John Wrather	MOP, LLC	Assigned all of his RTI in OGM Leases #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce No. 2 Well (Order No. 101-H)
2/1/2002	586797	926	253	Assignment	John Wrather	MOP, LLC	Assigned all of his RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)
12/20/2004	610427	967	257	Partial Sublease of OGM Leases	Enco Resources, Inc.	St. Mary Energy Co.	Subleased OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, #456395, #456396, #456397, #456398, #456399	
12/20/2004	610428	967	261	Partial Sublease of OGM Leases	Arjuna, LLC	St. Mary Energy Co.	Subleased OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, #456395, #456396, #456397, #456398, #456399	

Exhibit D
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Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
12/20/2004	610429	967	265	Partial Sublease of OGM Leases	Eagle River Energy Corp.	St. Mary Energy Co.	Subleased OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, #456395, #456396, #456397, #456398, #456399	
12/20/2004	610430	967	269	Partial Sublease of OGM Leases	Continental Land & Fur Co., Inc.	St. Mary Energy Co.	Subleased OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, #456395, #456396, #456397, #456398, #456399	
12/21/2004	610686	967	614	Partial Sublease of OGM Leases	St. Mary Energy Co.	RLI Properties, LLC, Crain Energy, Ltd., Stokes & Spiehler, Inc. and Bedford Sabine, LLC	Subleased OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, #456395, #456396, #456397, #456398, #456399, #601967, #601968 and Surface Lease #605887	
4/12/2005	612716	971	157	Assignment	MOP, LLC	Comanche Exploration Co., LLC	Assigned 50% of its RTI in OGM Leases #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce No. 2 Well (Order No. 101-H)

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Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
4/12/2005	612716	971	157	Assignment	MOP, LLC	Comanche Exploration Co., LLC	Assigned 50% of its RTI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)
6/12/2006	620763	986	57	Assignment	Comanche Exploration Co., LLC	MOP, LLC	Assigned 17.5% WI in OGM Leases #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce No. 2 Well (Order No. 101-H)
6/12/2006	620763	986	57	Assignment	Comanche Exploration Co., LLC	MOP, LLC	Assigned 17.5% WI in OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, INSOFAR as said Leases cover lands including within the exterior surface units boundaries of described unit	160 acre CIB HAZ VUA - Bruce No. 3 Well (Unit Declaration #481300)
10/31/2007	634270	1013	835	Merger	St. Mary Energy Co.	St. Mary Land & EXploration Co.		
10/1/2009	685714			Wellbore Only Assignment	MOP, LLC	Enco Resources, Inc.	Assigned all of its RTI in wellbore of described well	Bruce No. 2 Well in Sec. 17, T10S, R2W, Bruce No. 3 Well in Sec. 17, T10S, R2W, and Johnson-Boudreaux SWD No. 2 in Sec. 39, T10S, R3W

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Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
8/1/2010	685713			Wellbore Only Assignment	Arjuna, LLC	Enco Resources, Inc.	Assigned all of its RTI in wellbore of described well	Bruce No. 2 Well in Sec. 17, T10S, R2W, Bruce No. 3 Well in Sec. 17, T10S, R2W, and Johnson-Boudreaux SWD No. 2 in Sec. 39, T10S, R3W
7/29/1994	521626	787	407	OGM Lease	Reuben Raymond Bruce, et al	Cajun Minerals, Inc.		80 acres in Sec. 39, T10S, R3W
7/29/1994	521627	787	416	OGM Lease	Patrick Henry Johnson	Cajun Minerals, Inc.		80 acres in Sec. 39, T10S, R3W
7/29/1994	521628	787	425	OGM Lease	Albert Sidney Johnson, III	Cajun Minerals, Inc.		80 acres in Sec. 39, T10S, R3W
7/29/1994	521629	787	434	OGM Lease	Louisiana Baptist Children's Home	Cajun Minerals, Inc.		80 acres in Sec. 39, T10S, R3W
7/29/1994	521630	787	447	OGM Lease	Milton F. Bourdier	Cajun Minerals, Inc.		80 acres in Sec. 39, T10S, R3W
7/29/1994	521631	787	456	OGM Lease	Bernadine B. Zibilich	Cajun Minerals, Inc.		80 acres in Sec. 39, T10S, R3W
7/29/1994	521632	787	465	OGM Lease	David L. Bourdier	Cajun Minerals, Inc.		80 acres in Sec. 39, T10S, R3W
7/29/1994	521633	787	474	OGM Lease	Bernice Foreman Boudreaux, et al	Cajun Minerals, Inc.		80 acres in Sec. 39, T10S, R3W
7/29/1994	521634	787	483	OGM Lease	Wayne F. Boudreaux	Cajun Minerals, Inc.		80 acres in Sec. 39, T10S, R3W
7/29/1994	521635	787	493	OGM Lease	Yvette Marie Boudreaux Lafleur	Cajun Minerals, Inc.		80 acres in Sec. 39, T10S, R3W
9/1/1994	521662	787	583	Assignment	Cajun Minerals, Inc.	Rebob Energy, Inc.	Assigned OGM Leases #521626, #521627, #521628, #521629, #521630, #521631, #521632, #521633, #521634, #521635	
10/20/1994	523862	792	182	Amendment and Ratfication of OGM Leases	Reuben Raymond Bruce, et al	Cajun Minerals, Inc.	Amended OGM Leases #521626, #521627, #521628, #521629, #521630, #521631, #521632, #521633, #521634, #521635, to amend legal description	
1/5/1998	550449	857	656	Memo of OGM Lease	Alfred C. Bourdier, et al	Fatheree Exploration, Inc.		10 acres in Sec. 17, T10S, R2W
4/3/2000	569687	897	488	Release of OGM Lease	Fatheree Exploration, Inc.	Alfred C. Bourdier, et al	Released OGM Lease #550449	

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Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
1/5/2001	578935	912	820	OGM Lease	Nelia Karen B. Goldman	Riceland Petroleum Co.		25 acres in Sec. 39, T10S, R3W
1/5/2001	578396	912	825	OGM Lease	Raynell B. Calvin	Riceland Petroleum Co.		25 acres in Sec. 39, T10S, R3W
1/5/2001	578939	912	840	OGM Lease	Alfred C. Bourdier, et al	Riceland Petroleum Co.		25 acres in Sec. 39, T10S, R3W
10/6/2003	601967	952	256	OGM Lease	Alfred C. Bourdier, et al	St. Mary Energy Co.		All of Lessor's lands in Sec.17-10-3 and Sec. 39, T10S, R3W, not currently under lease to others, LESS AND EXCEPT lands situated outside of U BOL M RA SUA (Order No. 101-G)
10/6/2003	601968	952	289	OGM Lease	Patrick A. Johnson, et al	St. Mary Energy Co.		All of Lessor's lands in Sec.17-10-3 and Sec. 39, T10S, R3W, not currently under lease to others, LESS AND EXCEPT lands situated outside of U BOL M RA SUA (Order No. 101-G)
6/24/2004	606303	959	203	Supplement to Operating Agreement	St. Mary Energy Co.	RLI Properties, LLC, Crain Energy, Ltd., Stokes & Spiehler, Inc. and Bedford Sabine, LLC	Amended Operating Agreement dated March 23, 2004. St. Mary Energy Co. is the operator. Other parties are non-operators. Note: Original Operatinga Agreement not recorded. Also, the document does not list leases	Portions of Sec. 17, T10S, R2W and Sec. 39, T10S, R3W. See attached plat
12/21/2004	610686	967	614	Partial Sublease of OGM Leases	St. Mary Energy Co.	RLI Properties, LLC, Crain Energy, Ltd., Stokes & Spiehler, Inc. and Bedford Sabine, LLC	Subleased OGM Leases #456385, #456387, #456389, #456388, #456386, #456390, #456392, #456394, #456393, #456391, #456384, #456381, #456383, #456382, #456380, #456395, #456396, #456397, #456398, #456399, #601967, #601968 and Surface Lease #605887	
10/31/2007	634270	1013	835	Merger	St. Mary Energy Co.	St. Mary Land & EXploration Co.		

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Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
7/9/2012	667119	1076	69	OGM Lease	Alfred C. Bourdier, et al	Cinco Land & Exploration, Inc.		40 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W
7/9/2012	667121	1076	81	OGM Lease	Patrick H. Johnson	Cinco Land & Exploration, Inc.		40 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W
7/9/2012	667122	1076	87	OGM Lease	Yvette B. Mathis	Cinco Land & Exploration, Inc.		40 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W
7/9/2012	667123	1076	93	OGM Lease	Bernadine B. Zibilich	Cinco Land & Exploration, Inc.		40 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W
7/9/2012	667124	1076	99	OGM Lease	Rose Marie B. Petitjean	Cinco Land & Exploration, Inc.		40 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W
7/9/2012	667125	1076	105	OGM Lease	David L. Bourdier	Cinco Land & Exploration, Inc.		40 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W
7/9/2012	667126	1076	111	OGM Lease	RNBC, LLC	Cinco Land & Exploration, Inc.		40 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W
7/9/2012	667127	1076	116	OGM Lease	NKBG Properties, LLC	Cinco Land & Exploration, Inc.		40 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W
7/9/2012	667128	1076	121	OGM Lease	Albert Sidney Johnson, III	Cinco Land & Exploration, Inc.		40 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W
7/9/2012	667129	1076	127	OGM Lease	Markham Ray Trahan, Jr. and Susan Arabie Trahan	Cinco Land & Exploration, Inc.		40 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W
7/9/2012	667130	1076	133	OGM Lease	Christopher John Trahan	Cinco Land & Exploration, Inc.		40 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W
7/9/2012	667131	1076	139	OGM Lease	Mark W. Boudreaux and Genevieve G. Boudreaux Family Trust	Cinco Land & Exploration, Inc.		40 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W
7/9/2012	667414	1076	604	OGM Lease	Nancy W. Johnson, et al	Cinco Land & Exploration, Inc.		40 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W
1/1/2013	673795	1088	887	OGM Lease	Louisiana Baptist Children's Home and Family Ministries	Walter Oil & Gas Corp.	Paid up lease	40 acres in Sec. 17, T10S, R2W and Sec. 39, T10S, R3W

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Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
9/1/2012	671171	1083	566	Assignment	Cinco Land & Exploration, Inc.	Walter Oil & Gas Corp.	Assigned all of its RTI in OGM Leases #667119, #667121, #667122, #667123, #667124, #667125, #667127, #667128, #667129, #667230, #667131, #667414	
9/1/2012	672413	1086	15	Assignment	Walter Oil & Gas Corp.	CEL Properties, LLC and RLI Properties, LLC	Assigned 25% of its RTI in OGM Leases #667119, #667121, #667122, #667123, #667124, #667125, #667127, #667128, #667129, #667230, #667131, #667414	
8/11/2015	688413			Partial Release of OGM Leases	Walter Oil & Gas Corp., CEL Properties, LLC and RLI Properties, LLC	Alfred C. Boudrier, et al	Partially released OGM Leases #667119, #667121, #667122, #667123, #667124, #667125, #667127, #667128, #667129, #667230, #667131, #667414, #673795, INSOFAR as Leases land outside of described property	Nonion Struma Zone, Reservoir A (Order No. 101-J)
8/27/2018	706055			Release of OGM Leases	Walter Oil & Gas Corp., CEL Properties, LLC and RLI Properties, LLC	Alfred C. Boudrier, et al	Released OGM Leases #667119, #667121, #667122, #667123, #667124, #667125, #667127, #667128, #667129, #667130, #667131, #667414, #673795	
	Surface Leases, Pipeline ROWs, etc.							
8/25/1942	139001	97	31	ROW	Albert Sidney Johnson, et al	Jefferson Davis Parish Police Jury	Granted public road ROW	Sec. 39, T10S, R3W
4/20/1943	141402	99	158	ROW	A. S. Johnson, et al	Continental Oil Co.	Granted pipeline ROW	Sec. 39, T10S, R3W and Sec. 17, T10S, R2W

Castex Development, LLC - Lease History
Created 8/21/2020
Certified 4/18/1935 through 8/16/2020

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
8/3/1946	156331	120	300	Surface Lease	Albert Sidney Johnson and Adolphe C. Boudreaux	Pelican Oil Purchasers, Inc.	Granted surface lease for loading rack or terminal for loading and unloading petroleum products to and from barges or boats in the Mermentau River	
8/6/1946	156332	120	302	ROW	Albert Sidney Johnson and Adolphe C. Boudreaux	Pelican Oil Purchasers, Inc.	Granted pipeline ROW	Sec. 39, T10S, R3W and Sec. 18, T10S, R2W
2/14/1947	160318	125	16	ROW	A. S. Johnson, et al	Gulf States Utilities Co.	Granted utilities ROW	Sec. 39, T10S, R3W and Sec. 18, T10S, R2W
2/14/1947	160319	125	17	ROW	A. S. Johnson, et al	Gulf States Utilities Co.	Granted utilities ROW	Sec. 39, T10S, R3W and Secs. 17 and 18, T10S,
7/24/1947	162630	127	309	Surface Lease	A. S. Johnson, et al	Illinois Powder Manufacturing co.	Granted surface lease	1 acre in the extreme SW corner of Johnson Boudreaux Farm
12/30/1952	205898	168	629	Surface Lease	Heirs of Albert Sidney Johnson, et al	Jules O. Daigle	Granted surface lease	2 acres in SE portion of Sec. 18, T10S, R2W
11/7/1949	179588	143	350	ROW	Adolph E. Boudreaux, et al	Transcontinental Gas Pipeline Corp.	Granted pipeline ROW	Sec. 39, T10S, R3W and Sec. 17, T10S, R2W
9/9/1955	227728	198	313	ROW	Rosa Boudreaux, et al	American Louisiana Pipeline Co.	Granted pipeline ROW	Sec. 39, T10S, R3W
4/10/1958	245753	223	176	ROW	Rosa Boudreaux, et al	Transcontinental Gas Pipeline Corp.	Granted pipeline ROW	Sec. 17, T10S, R2W

Castex Development, LLC - Lease History
Created 8/21/2020
Certified 4/18/1935 through 8/16/2020

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
3/17/1960	260690	240	341	ROW	Ozella McCain Johnson, et al	Delta Drilling Co., W. W. F. Oil Corp. and T. M. Evans	Granted pipeline ROW	Sec. 39, T10S, R3W and Sec. 17, T10S, R2W
10/31/1960	265156	245	425	ROW	Rosa Boudreaux, et al	Continental Oil Co.	Granted pipeline ROW	Sec. 39, T10S, R3W and Sec. 17, T10S, R2W
5/15/1963	283447	265	223	SWD Agreement	Rosa Castex Boudreaux, et al	Delta Drilling Co.	Granted right to conduct operations on well formerly known as Continental Oil Co. No. 1 - Johnson Boudreaux Well, said well shown on attached plat as the Delta Drilling Co. - T.M. Evans J. & B SWB Well No. 1	See attached plat
10/10/1963	286485	269	103	SWD Agreement	Rosa Castex Boudreaux, et al	General American Oil Co. of Texas and Delta Drilling Co.	Delta Drilling granted General American right to use SWD well under SWD Agreement #283447. Lessors granted General American surface rights	See attached plat
3/18/1969	333488	334	309	Release of SWD Agreement	Delta Drilling Co.	Rosa Castex Boudreaux, et al	Released its RTI in SWD Agreement #283447	
7/14/1966	310596	300	8	ROW	Beulah Blanche Boudier, et al	Michigan Wisconsin Pipe Line Co.		Sec. 17, T10S, R2W. See attached plat
11/13/1973	373264	385	116	ROW Grant	Mark A. Boudreaux	Jefferon Davis Police Jury	Granted drainage ROW	Sec. 39, T10S, R3W

Exhibit D
Castex Development - Title and Lease History - 000091

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
7/28/1975	402656	430	217	Surface Lease	Mark A. Boudreaux, et al	Amoco Production Co.	Granted surface lease for loading rack or terminal for loading and unloading petroleum products to and from barges or boats in the Mermentau River	Tract of land on the West side of the Mermentau River in Sec. 39, T10S, R3W.
11/10/1978	413332	456	446	Partial Assignment of ROW	Crown Central Petroleum Corp.	Contintental Oil Co.	Assigned ROW granted by Mark A. Boudreaux, dated June 16, 1976, in favor of Paul E. Brummett. Note: There was no evidence of this ROW being recorded	
11/10/1978	413334	456	448	Partial Assignment of ROW	Crown Central Petroleum Corp.	Contintental Oil Co.	Assigned portion of Surface Lease granted by Mark A. Boudreaux, dated June 16, 1976, in favor of Paul E. Brummett. Note: There was no evidence of this Surface Lease being recorded	
7/29/1980	425210	491	319	Surface Lease	Albert Sidney Johnson, III	Amoco Production Co.	Granted surface lease for loading rack or terminal for loading and unloading petroleum products to and from barges or boats in the Mermentau River	Tract of land on the West side of the Mermentau River in Sec. 39, T10S, R3W.
7/29/1980	425211	491	329	Surface Lease	Mark W. Boudreaux, et al	Amoco Production Co.	Granted surface lease for loading rack or terminal for loading and unloading petroleum products to and from barges or boats in the Mermentau River	Tract of land on the West side of the Mermentau River in Sec. 39, T10S, R3W.

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
7/29/1980	425212	491	339	Surface Lease	Nelia Karen Bruce Goldman	Amoco Production Co.	Granted surface lease for loading rack or terminal for loading and unloading petroleum products to and from barges or boats in the Mermentau River	Tract of land on the West side of the Mermentau River in Sec. 39, T10S, R3W.
7/29/1980	425213	491	349	Surface Lease	Raynell Marie Bruce Kibodeaux	Amoco Production Co.	Granted surface lease for loading rack or terminal for loading and unloading petroleum products to and from barges or boats in the Mermentau River	Tract of land on the West side of the Mermentau River in Sec. 39, T10S, R3W.
7/29/1980	425214	491	359	Surface Lease	Wayne Boudreaux	Amoco Production Co.	Granted surface lease for loading rack or terminal for loading and unloading petroleum products to and from barges or boats in the Mermentau River	Tract of land on the West side of the Mermentau River in Sec. 39, T10S, R3W.
7/29/1980	425215	491	369	Surface Lease	Bernadine Bourdier Zibilich	Amoco Production Co.	Granted surface lease for loading rack or terminal for loading and unloading petroleum products to and from barges or boats in the Mermentau River	Tract of land on the West side of the Mermentau River in Sec. 39, T10S, R3W.
9/28/1981	432640	514	766	ROW	Raynell Marie Bruce Kibodeaux	Michigan Wisconsin Pipe Line Co.	Granted pipeline ROW	Sec. 39, T10S, R3W. See attached plat
9/28/1981	432641	514	777	ROW	Wayne F. Boudreaux	Michigan Wisconsin Pipe Line Co.	Granted pipeline ROW	Sec. 39, T10S, R3W. See attached plat
9/28/1981	432642	514	788	ROW	Mark W. Boudreaux	Michigan Wisconsin Pipe Line Co.	Granted pipeline ROW	Sec. 39, T10S, R3W. See attached plat
9/28/1981	432643	515	2	ROW	Worrell B. Johnson, et al	Michigan Wisconsin Pipe Line Co.	Granted pipeline ROW	Sec. 39, T10S, R3W. See attached plat
9/28/1981	432644	515	13	ROW	Bernice F. Boudreaux	Michigan Wisconsin Pipe Line Co.	Granted pipeline ROW	Sec. 39, T10S, R3W. See attached plat

Castex Development, LLC - Lease History
Created 8/21/2020
Certified 4/18/1935 through 8/16/2020

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
9/28/1981	432645	515	24	ROW	Albert S. Johnson, et al	Michigan Wisconsin Pipe Line Co.	Granted pipeline ROW	Sec. 39, T10S, R3W. See attached plat
9/28/1981	432646	515	35	ROW	Milton F. Bourdier	Michigan Wisconsin Pipe Line Co.	Granted pipeline ROW	Sec. 39, T10S, R3W. See attached plat
9/28/1981	432647	515	46	ROW	Nelia Karen Bruce Goldman	Michigan Wisconsin Pipe Line Co.	Granted pipeline ROW	Sec. 39, T10S, R3W. See attached plat
9/28/1981	432648	515	58	ROW	Yvette M. Lafleur	Michigan Wisconsin Pipe Line Co.	Granted pipeline ROW	Sec. 39, T10S, R3W. See attached plat
9/28/1981	432649	515	69	ROW	Bernadine B. Zibilich	Michigan Wisconsin Pipe Line Co.	Granted pipeline ROW	Sec. 39, T10S, R3W. See attached plat
1/23/1982	441404	545	655	SWD Lease	Worrell B. Johnson, et al	Castex Systems, Inc.	Granted SWD disposal well lease and storage of drilling fluids	10 acres in NW corner of Sec. 17, T10S, R2W
1/23/1982	441405	545	663	SWD Lease	Mark W. Boudreaux	Castex Systems, Inc.	Granted SWD disposal well lease and storage of drilling fluids	10 acres in NW corner of Sec. 17, T10S, R2W
1/23/1982	441406	545	670	SWD Lease	Wayne F. Boudreaux	Castex Systems, Inc.	Granted SWD disposal well lease and storage of drilling fluids	10 acres in NW corner of Sec. 17, T10S, R2W
1/23/1982	441407	545	677	SWD Lease	Bernadine B. Zibilich	Castex Systems, Inc.	Granted SWD disposal well lease and storage of drilling fluids	10 acres in NW corner of Sec. 17, T10S, R2W
1/23/1982	441408	545	683	SWD Lease	Worrell B. Johnson, et al	Castex Systems, Inc.	Granted SWD disposal well lease and storage of drilling fluids	10 acres in NW corner of Sec. 17, T10S, R2W
1/23/1982	441409	545	690	SWD Lease	Yvette M. Lafleur	Castex Systems, Inc.	Granted SWD disposal well lease and storage of drilling fluids	10 acres in NW corner of Sec. 17, T10S, R2W
1/23/1982	441410	545	697	SWD Lease	Milton F. Bourdier	Castex Systems, Inc.	Granted SWD disposal well lease and storage of drilling fluids	10 acres in NW corner of Sec. 17, T10S, R2W
1/23/1982	441411	545	704	SWD Lease	Albert Sidney Johnson, III	Castex Systems, Inc.	Granted SWD disposal well lease and storage of drilling fluids	10 acres in NW corner of Sec. 17, T10S, R2W

Exhibit D
Castex Development - Title and Lease History - 000094

Castex Development, LLC - Lease History
Created 8/21/2020
Certified 4/18/1935 through 8/16/2020

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
11/3/1984	455715	590	431	SWD Lease	Worrell B. Johnson, et al	Castex Systems, Inc.	Granted SWD disposal well lease and storage of drilling fluids, together with the surface of the leased premises for oilfield mud disposal	50 acres in Sec. 17, T10S, R2W
11/3/1984	455716	590	440	SWD Lease	Albert Sidney Johnson, III	Castex Systems, Inc.	Granted SWD disposal well lease and storage of drilling fluids, together with the surface of the leased premises for oilfield mud disposal	50 acres in Sec. 17, T10S, R2W
11/3/1984	455717	590	447	SWD Lease	Wayne F. Boudreaux	Castex Systems, Inc.	Granted SWD disposal well lease and storage of drilling fluids, together with the surface of the leased premises for oilfield mud disposal	50 acres in Sec. 17, T10S, R2W
11/3/1984	455718	590	454	SWD Lease	Bernadine B. Zibilich	Castex Systems, Inc.	Granted SWD disposal well lease and storage of drilling fluids, together with the surface of the leased premises for oilfield mud disposal	50 acres in Sec. 17, T10S, R2W
11/3/1984	455719	590	461	SWD Lease	Yvette M. Lafleur	Castex Systems, Inc.	Granted SWD disposal well lease and storage of drilling fluids, together with the surface of the leased premises for oilfield mud disposal	50 acres in Sec. 17, T10S, R2W

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
11/3/1984	455720	590	468	SWD Lease	Bernice F. Boudreaux and Mark W. Boudreaux	Castex Systems, Inc.	Granted SWD disposal well lease and storage of drilling fluids, together with the surface of the leased premises for oilfield mud disposal	50 acres in Sec. 17, T10S, R2W
11/3/1984	455721	590	475	SWD Lease	Milton F. Boudier	Castex Systems, Inc.	Granted SWD disposal well lease and storage of drilling fluids, together with the surface of the leased premises for oilfield mud disposal	50 acres in Sec. 17, T10S, R2W
10/10/2019	715275			Affidavit	Albert Charles Bourdier		Attested that there has been no payment of contractual rental since 1990, and no lease operations since 1990	
10/10/2019	715276			Affidavit	Albert Charles Bourdier		Attested that there has been no payment of contractual rental since 1990, and no lease operations since 1990	
3/14/1986	465838	630	2	ROW Agreement	Worrell B. Johnson, et al	Louisiana Gas System, Inc.	Granted pipeline ROW	Sec. 39, T10S, R3W. See attached plat
3/25/1986	465839	630	8	ROW Agreement	Wayne F. Bourdreaux	Louisiana Gas System, Inc.	Granted pipeline ROW	Sec. 39, T10S, R3W. See attached plat
3/27/1986	465841	630	18	ROW Agreement	Nelia Karen Bruce Goldman	Louisiana Gas System, Inc.	Granted pipeline ROW	Sec. 39, T10S, R3W. See attached plat
3/26/1986	465842	630	23	ROW Agreement	Raynell Marie Bruce Kibodeaux	Louisiana Gas System, Inc.	Granted pipeline ROW	Sec. 39, T10S, R3W. See attached plat
3/14/1986	465843	630	28	ROW Agreement	Mark W. Boudreaux	Louisiana Gas System, Inc.	Granted pipeline ROW	Sec. 39, T10S, R3W. See attached plat
3/29/1986	465840	630	13	ROW Agreement	Albert S. Johnson, III	Louisiana Gas System, Inc.	Granted pipeline ROW	Sec. 39, T10S, R3W. See attached plat
3/14/1986	465844	630	33	ROW Agreement	Bernice B. Boudreaux	Louisiana Gas System, Inc.	Granted pipeline ROW	Sec. 39, T10S, R3W. See attached plat
3/29/1986	465845	630	38	ROW Agreement	Yvette M. Lafleur	Louisiana Gas System, Inc.	Granted pipeline ROW	Sec. 39, T10S, R3W. See attached plat

Castex Development, LLC - Lease History
Created 8/21/2020
Certified 4/18/1935 through 8/16/2020

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
11/3/1984	470151	643	518	SWD Lease	Albert Sidney Johnson, III	Worrell B. Johnson, Ora J. Miguez, Richard W. Johnson, Wayne F. Boudreaux, Rose Marie Petitjean, David L. Bourdier, Lydia Boudreaux, Alfred C. Bourdier, R. Raymond Bruce, Raynell Marie Bruce Kibodeaux, Nelia Karen Bruce Goldman, Lynn H. Bourdier, Milton F. Bourdier, Yvette M. LaFleur, Mamie C. Johnson, Albert S. Johnson, III, Patricia Gay Bruce Huff, Sandra Lynn Johnson Trahan, Bernadine B. Zibilich, Bernice F. Boudreaux and Mark W. Boudreaux	Granted SWD disposal well lease and storage of drilling fluids, together with the surface of the leased premises for oilfield mud disposal	50 acres in Sec. 17, T10S, R2W
10/10/2019	715275			Affidavit	Albert Charles Bourdier		Attested that there has been no payment of contractual rental since 1990, and no lease operations since 1990	
10/10/2019	715276			Affidavit	Albert Charles Bourdier		Attested that there has been no payment of contractual rental since 1990, and no lease operations since 1990	
7/28/1990	491468	709	470	Surface Lease	Ora J. Miguez, et al	Amoco Pipeline Co.	Granted surface lease for loading rack or terminal for loading and unloading petroleum products to and from barges or boats in the Mermentau River	Tract of land on the West side of the Mermentau River in Sec. 39, T10S, R3W.

Exhibit D
Castex Development - Title and Lease History - 000097

Castex Development, LLC - Lease History
Created 8/21/2020
Certified 4/18/1935 through 8/16/2020

Date	File No.	Book	Page	Type of instrument	Grantor	Grantee	Notes	Property description
5/10/2004	605887	958	434	Road and Surface Lease, Pipeline ROW and land	Alfred C. Bourdier, et al	St. Mary Energy Co.	Granted surface lease and pipeline ROW	447 acres in Sec. 39, T10S, R3W and Sec. 17, T10S, R2W. See attached plat
4/13/2005	611352	969	9	Affidavit of Pipeline and Surface Location	Alfred C. Bourdier, et al	St. Mary Energy Co.		
10/31/2007	634270	1013	835	Merger	St. Mary Energy Co.	St. Mary Land & Exploration Co.		

Exhibit D
Castex Development - Title and Lease History - 000098

NUMBER 333

RANDELL SILVERMAN

T O

W. E. HALL

RELEASE

THE STATE OF TEXAS. COUNTY OF _____. KNOW ALL MEN BY THESE PRESENTS: That I, RANDELL SILVERMAN, of the County of Harris, State of Texas, hereby release, relinquish and forever quit-claim any and all rights whatsoever acquired or held by me under that certain oil and gas lease dated December 30th, 1912, executed to C. E. SMITH by W. E. HALL, recorded in Book "A" page 23 of the Conveyance Records of Jefferson DavisParish, Louisiana, which lease was assigned to me, said RANDELL SILVERMAN, by said C. E. SMITH, by instrument dated _____, 1913, and recorded in Book "A" page 13 of the Mortgage Records of Jefferson Davis Parish, La.

IN TESTIMONY OF ALL OF WHICH, Witness my signature on this the 5th day of July, A. D. 1921. (Signed): Randell Silverman. WITNESSES: R. A. Riehl, O. E. Pace.

THE STATE OF TEXAS. COUNTY OF HARRIS. Before Me, P. F. Graves, the undersigned Notary Public, in and for the State and County aforesaid, on this day came and appeared, R. A. RIEHL, who being by me duly sworn, deposes and says that he was one of the subscribing witnesses to the above and foregoing instrument, and that the samewas signed in his presence and that of O. E. Pace, the other subscribing witnesses, by the said RANDELL SILVERMAN. (Signed): R. A. Riehl. SWORN TO ANDSUBSCRIBED before me on this the 5th day of July, A. D. 1921. (Signed): P. F. Graves, Notary Public, in and for Harris County, Texas. (SEAL).

THE UNDERSIGNED, as the owner of the land covered by the above described lease or agreement, hereby accepts the foregoing release thereof. (Signed): W. E. Hall.
WITNESSES: H. A. Banker, E. M. Steele.

FILED JUL 20th, A. D. 1921. AT: 10:15 A. M.
RECORDED JUL 20th, A. D. 1921. FILE NO. 26755. CLERK & EX OFFICIO RECORDER.

NUMBER 334

SUCCESSION

OF NO. 1289

MRS. ALICE LANDRY CASTEX

JUDGMENT.

SUCCESSION OF ALICE LANDRY CASTEX NUMER 1289, PROBATE DOCKET, 18th DISTRICT COURT, ACADIA PARISH, LOUISIANA. IN THIS MATTER it having been established (a) thatJEAN CASTEX and his wife ALICE LANDRY, died intestate in the Parish of Acadia, wherein they resided and were domiciled,- the said husband on or about August 13, 1900 and yhe said wife on or about June 10, 1921: (b) that the sole heirs of said decedents are the children of their marriage, to-wit: (1) Jean Castex, Jr., (2) Alice Castex, wife of W. H. Cary, (3) Rosa Castex, wife of A. C. Boudreaux and (4) Rosalie Castex, wife of Euclide D. Conner: (c) that all the property left by said JEAN CASTEX at his decease belonged to the community of acquets and gains which had previously existed between him and said ALICE LANDRY: (d) that from the time of JEAN CASTEX's death to the death of said ALICE LANDRY CASTEX the property left by the husband, including his mercantile business at Mermentau, Louisiana, was held together and administered and operated under the name of JEAN CASTEX heirs, or widow and heirs of JEAN CASTEX, or their equivalents, and that during the said period properties were acquired and business enterprises were engaged in in the same manner, and in the same names or their equivalents, and thatthe interest of said widow and heirs in said properties, in the said business enterprises, and in theprofits and losses thereof, were one-half for said widow and one-eighth for each of said heirs.

And the above named heirs having petitioned this court to be recognized as the sole

heirs of said ALICE LANDRY CASTEX, and as such, and in their proper proportion, to be sent and placed in possession of all theproperty belonging to the succession of said ALICE LANDRY CASTEX, free from any inheritance tax. And the Sheriff & Tax Collector of Acadia Parish having been ruled to show cause why the said petition should not be granted, and having made answer or return to said rule: And the said cause, including said rule, having been regularly fixed for trial, and having been regularly taken up and tried; and the law and the evidence being in favor thereof, it is ORDERED, ADJUDGED and DECREED:

1. That said JEAN CASTEX, Jr., ALICE CASTEX CARY, ROAS CASTEX BOUDREAUX, and ROSALIE CASTEX CONNER, be and they are hereby recognized as the only children and as the sole heirs of JEAN CASTEX and his wife ALICE LANDRY CASTEX, both deceased, and, as such, entitled to inherit their successions in the proportion of the undivided one-fourth to each.

2. That as such heirs, and in said proportions, they be and are hereby sent into possession of all the property belonging to the succession of said ALICE LANDRY CASTEX, and, particularly, the immovable and movable property, rights, andcredits, described in the various schedules accompanying the petition herein, especially, the lands described in the hereto attached list, made part hereof and headed "CASTEX LANDS",- the undivided half of which the said heirs already owned in part as the sole heirs of said JEAN CASTEX, and in part in their own right, and the other undivided half of which they acquired by inheritance from said ALICE LANDRY CASTEX.

2. That the rule herein taken and issued against the Sheriff and Tax Collector of Acadia Parish, be and the same is hereby made absolute, and the inheritances herein are hereby decreed to be free and exempt from any inheritance tax under the Constitution and Laws of Louisiana, and

4. That all banks, bankers, trust companies, warehousemen or other depositories, corporations, partnerships, and all others, owing or holding the same, payover or deliver to the above named four heirs, in the proportion of one-fourth for each, all monies due and other things accruing to said ALICE LANDRY CASTEX or her succession,- whether belonging to her alone or whether only an interest therein belongs to her or her succession.

THUS DONE, READ ALOUD and SIGNED in Open Court at Crowley, Louisiana, this 20th day of July, 1921. (Signed): Wm. Campbell, Judge 18th District of Louisiana.
Filed July 20th, 1921. (Signed): F. M. Fontenot,Dy Clerk of Court.

(SCHEDULE ATTACHED - "CASTEX LANDS" - Lands in Acadia Parish)

LANDS IN JEFFERSON DAVIS PARISH: 1. W½ of NW¼ and SE¼ of NW¼ of Sec 28 T 8 S. R. 3 W. 121 acres, more or lews (Perkins tract with improfements)

2. E½ of SE¼ Sec 13 T 11 S. R. 4 W. 80 acres, more or less.

3. W½ of SW¼ Sec 13, E½ of SE¼ Sec 14 and 10 acres in the Se corner of the NE¼ of Sec 14, T 11 S R 4 W 170 acres, more or less, with improvements.

4. E½ of NE¼ Sec 10, W½ and NE¼ of Sec 11 and NW¼ of Sec 14 T 11 S R 4 W - 720 acres, more or less.

5. S½ of NW¼ Sec 10 T 11 S R 4 W, 80 acres, more or less.

6. Sec 17, T 10 S R 2W. Sec 13 T 10 S. R. 3 W and Sec 39 T 10 S. R. 3 W except that part of Said Sec 39 which lies W of the line between Secs 14 & 39 - 1350 acres, more or less, with improvements, and

7. 5 acres, more or less, inthe Town of Jennings, being a portion of Sec 3 T 10 S. R. 3 W on Cutting Averne, beginning at N corner of a 4 acre tract sold by L. Moultry to D. Hebert and having a frontage of 2½ acres by a depth of 2½ acres.

(Lands in Vermillion Parish) *

I DO HEREBY CERTIFY, That the foregoing five pages do contain a true and correct copy of the judgment, according to its purport, and of the list of lands therein referred to as being attached to said judgment, made part thereof, and headed "CASTEX LANDS".

WITNESS my hand and seal of office given at Crowley, Louisiana, this 20th day of July, 1921. (Signed): F. M. Fontenot, Dy Clerk of Court, ~~Acadia~~ Parish, La. (SEAL).

FILED JUL 21st, A. D. 1921. AT: 8:00 A. M.

RECORDED JUL 21st, A. D. 1921. FILE NO. 26756. CLERK & EX OFFICIO RECORDER.

NUMBER 335

HENRY P. SIMON

T O

PHILIBERT SIMON

SALE OF LAND

STATE OF LOUISIANA. PARISH OF JEFFERSON DAVIS. KNOW ALL MEN BY THESE PRESENTS: That I, HENRY P. SIMON, married to and living with his first and only wife, Olive Sweet, resident of said Parish and State, of the Parish of Jefferson Davis, State of Louisiana, for and in consideration of the sum of THIRTEEN THOUSAND ONE HUNDRED TWELVE & 50/100 ($13,112.50) DOLLARS to him in hand paid by - PHILIBERT SIMON, married to and living with his first and only wife, Eva Espargiliere, resident of Dallas County, Texas, have granted, sold and conveyed, and by these presents do grant, sell and convey, with full subrogation to all of his rights and actions of warranty against all former owners and vendors, unto PHILIBERT SIMON, all that certain lot or parcel of land situate in the Parish of Jefferson Davis, State of Louisiana, to-wit:

My undivided one-half interest, being all of my right, title and interest in and to the following described property, to-wit: The Northeast Quarter of Section Thirty-Four (NE¼ of 34); Lots One, Two, Three and Four of Section Thirty-Five (1-2-3 & 4 of 35) and also Lots Five and Six (5-6) of Section Thirty-Five (35), Lots One, Two, Three and Four of Section Thirty - Six (1-2-3-4 of 36) all in Township Eleven (11) South Range Four (4) West Louisiana Meridian, containing 775 acres, and being the same property acquired by vendor from vendee. As a consideration for this sale the said PHILIBERT SIMON does hereby surrender, deliver and cancel unto the said HENRY P. SIMON, three promissory notes executed by the said HENRY P. SIMON, and dated November 15, 1919, payable to the order of PHILIBERT SIMON,- One for the sum of $4,370.83 due on or before one year,
One for the sum of $4,370.83 due on or before two years,
One for the sum of $4,370.84 due on or before three years, bearing interest at 7% from date, which notes are secured by Special Mortgage passed before J. C. St. Germain, Notary Public, on Jan 12, 1920, and covering the above described property.

TO HAVE AND TO HOLD the above described premises, together with all buildings and improvements thereon and all and singular the rights and appurtenances thereto in anywise belonging, unto the said purchaser and to his heirs and assigns forever, and do hereby bind himself, his heirs, executors and administrators, to warrant and forever defend, all and singular the said premises, unto the said purchaser his,heirs and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the mortgages thereon.

WITNESS our hands at Jennings, Louisiana, in the presence of Anna H. Simmons and E. B. Christman, lawful witnesses, on this 22nd day of July, Anno Domini, One Thousand Nine Hundred and Twenty-One (1921). (Signed): Henry P. Simon, Philibert Simon.

WITNESSES: E. B. Christman, Anna H. Simmons.

STATE OF LOUISIANA. PARISH OF JEFFERSON DAVIS. KNOW ALL MEN BY THESE PRESENTS:

W/515

NUMBER 229

ELI BREAUX

T O

ANDRET BREAUX

SALE OF LAND

STATE OF LOUISIANA, PARISH OF JEFFERSON DAVIS. KNOW ALL MEN BY THESE PRESENTS: that I- ELI BREAUX, who is married to and abiding with Mary Fruge his first and only wife, of the Parish of Jefferson Davis, State of Louisiana, for and in consideration of the sum of THIRTY ($30.00) DOLLARS to me cash in hand paid by -ANDRET BREAUX who is married to and abiding with Philonese Duplechin, his first and only wife, have granted sold and conveyed and by these presents do grant, sell and convey with full subrogation to all of his rights and actions of warrantya gainst all former owners and vendors unto thesaid - ANDRET BREAUX, of the Parish of Jefferson Davis, and State of Louisiana, all that certain lot or parcel of land situated in the Parish of Jefferson Davis, State of Louisiana, to -wit;

Lot Number Ten (10) in Block Number Two (2) in the Elton-Park addition to the Town of Elton, Louisiana, as per plat of same on file and of record in the office of the Clerk of Court at Jennings.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said purchaser and to his heirs and assigns forever; and I do hereby bind my heirs, executors and administrators, tow arrant and forever defend, all and singular, the said premises unto the said -ANDRET BREAUX, his heirs and assigns against any person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand at Elton, Louisiana, in the presence of Joe Young and M. E. Dawsey lawful witness, on this tenth (10) day of December Anno Domini, One Thousand Nine Hundred Twenty-one (1921).(SIGNED) Eli Breaux,Andret Breaux, ATTEST: Joe Young, M. E. Dawsey.

STATE OF LOUISIANA,

PARISH OF JEFFERSON DAVIS. Before me, M. D. Sutherlin, a Notary Public in and for said Parish and State, on this day personally appeared Eli Breaux to me personally known to be the identical person whose name is subscribed to the foregoing instrument and acknowledged to me in the presence of Joe Young and M. E. Dawsey, witnesses, that he executed the same on the date thereof, and that it was his own free and voluntary act for the uses and purposes therein expressed.

WITNESS my official signature and seal at Elton, Louisiana, on this tenth (10) day of December A. D. 1921.(SIGNED) Eli Breaux, Andret Breaux (his x mark) WITNESSES: Joe Young, M. E. Dawsey, M. D. Sutherlin, Notary Public,(SEAL)

FILED FEBRUARY 14th, A. D. 1922. AT: 1:00 P. M.

RECORDED FEBRUARY 14th, A. D. 1922. FILE NO. 28433. CLERK & EX OFFICIO RECORDER.

NUMBER 230

JEAN CASTEX JR., ET ALS

T O

ALBERT S. ALSTON

SALE OF LAND

STATE OF LOUISIANA, PARISH OF JEFFERSON DAVIS. BE IT KNOWN, that on this 14thday of February in the year of our Lord, Nineteen Hundred and Twenty-two, before me, L. Z. Toups, Dy Clerk, a Notary Public, in and for the Parish of Jefferson Davis, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned, personally appeared - JEAN CASTEX, JR.,; ALICE CASTEX, wife of W. H. Cary; ROSA CASTEX, wife of A. C. Boudreaux, residents of the Parish of Acadia, State of Louisiana; and - ROSALIE CASTEX, wife of Euclide D. Conner, a resident of the Parish of Jefferson Davis, State of Louisiana,

who are the sole heirs of Jean Castex and his wife, Alice Castex, nee Landry, both deceased, and declared that for the consideration, and on the terms and conditions herein set forth, they do by these presents, grant, bargain, sell, assign, convey, set over and deliver withall legal warranty, unto - ALBERT S. ALSTON, a resident of the City of New York, State of New York, whose wife Mrs. Kathryne Alson, nee Cushing, is living and resides with him, purchasing and accepting for himself, his heirs and assigns, and acknowledging delivery and possession thereof, the following described property, situated in the Parish of Jefferson Davis, State of Louisiana, to-wit;

Three Hundred and Twenty-eight (328) acres of land, more or less, situated in Section Seventeen (17), Township Ten (10) South, Range Two (2) West, Jefferson Davis Parish, Louisiana, and more particularly described as follows, to-wit;

Beginning at a point on the West bank of Mermentau River at the corner to Sections Seventeen and Seventy-five (17 and 75) which point is the Southeast (SE) corner of Sec- Seventy-five (75), at a stake witnessed by an eight inch (8") Sweet Gum bearing North forty-seven degrees (47°) West six (6) feet, and a thirty-six inch (36") Tupelo, bearing North Fifty-five degrees (55°) East Thirty-nine feet (39); thence North Sixty-two degrees (62°) fifteen minutes (15') West, along the north boundary of Section Seventeen (17) a distance of two thousand five hundred and fifty feet across the swamp to high land at a point witnessed by a sixteen inch (16") Tupelo blazed, "F"; thence meandering the back of the swamp as follows; North Seventy-Seven degrees (77°) West one hundred feet (100) North Eighty-seven degrees (87°) West two hundred feet (200), South eighty degrees (80°) West three hundred feet (300); West Two Hundred Feet (200), North Fifty-two degrees (52°) thirty minutes (30') West three hundred feet (300), North Forty-two degrees (42°) East three hundred (300) feet, North Seventy degrees (70°) thirty minutes (30') West Two Hundred Feet (200), North Twenty-nine degrees (29°) West one hundred and Twenty-five feet (125) to section line at point witnessed by an eighteen inch (18") Post Oak; thence along section line North sixty-two degrees (62°) fifteen minutes (15') West Two Hundred (200) feet across the swamp; thence South twenty-two (22°) degrees West Two Hundred (200) feet, North Seventy-eight degrees (78°) thirty minutes(30') West two hundred feet (200), West Two Hundred Feet (200), North Eighty-nine degrees (89°) West three hundred feet (300) South seventy-nine degrees (89°) West three hundred feet (300), South Seventy-nine degrees (79°) West three hundred (300) feet, North sixty-two degrees (62°) West two hundred (200) feet, North sixty-four degrees (64°) West, two hundred feet (200), North two hundred feet, North ten degrees (10°) East Two Hundred feet (200), North four degrees (4°) East Two Hundred Feet (200), North Eighteen degrees (18°) East one hundred and twelve (112) feet to fence on Section line; thence along section line North Sixty-two degrees fifteen minutes West (62° 15' W) four hundred feet (400) across the swamp; thence South sixty-three degrees (63°) West one hundred feet (100), South forty-one (41°) degrees West Two Hundred (200) feet, South five degrees (5°) West four hundred feet, South Twenty-four degrees (24°) thirty minutes (30')West one hundred feet (100) South sixty-five degrees (65°) thirty minutes (30') West two hundred (200) feet, North fifty-one degrees (51°) West two hundred (200) feet, South forty-seven degrees (47°) West two hundred feet (200) South forty-five degrees (45°) thirty minutes (30') West two hundred feet (200), South twenty-six degrees (26°) West two hundred (200) feet, South eight degrees (8°) thirty minutes (30) East Two Hundred feet (200) South Thirty-one degrees (31°) East four hundred (400) feet, South one degree (1°) East six hundred feet (600), South Twenty-five (25°) East three hundred (300) feet, south sixteen degrees (16°) East two hundred feet (200), north eighty-one degrees (81°) West one hundred feet (100), north

feet (100), North sixty-three degrees (63°) thirty minutes (30') West two hundred feet (200) south seventy-eight (78°) degrees thirty minutes (30') W est two hundred f eet (200), South fifty degrees (50°) West two hundred feet (200), South twenty degrees (20°) East three hundred (300) feet, South five degrees (5°) thirty minutes (30') East two hundred f eet (200), South seventy-seven degrees (77°) West two hundred feet (200), North seventy-three degrees (73°) West two hundred (200) feet, North thirty-six degrees (36°) thirty minutes (30') West two hundred f eet (200) North twenty-four degrees (24°) West two hundred feet (200), North five degrees (5°) thirty minutes (30') West three hundred feet (300),South Eighty-one degrees (81) West one hundred feet (100), South fourteen (14°) degrees West three hundred feet (300), South Twenty-two d egrees (22°) West three hundred feet (300), South forty-eight degrees (48°) West two hundred feet (200), South seventeen degrees (17°) thirty minutes (30') West two hundred feet (200), South Three degrees (3°) East, one hundred and eighty-two f eet (182), South sixty-five degrees (65°) West two hundred f eet (200), and South twenty degrees (20°) West one hundred and twenty-five feet (125) to thirty-six inch (36") Cypress tree marked, "X" on West bank of Mermentau River; thence meandering up the West bank of Mermentau River to place of beginning, containing three hundred and twenty-eight (328) acres, more or less, as shown by blue print made by E. J. Mead, C. E., hereto attached and made a part hereof.

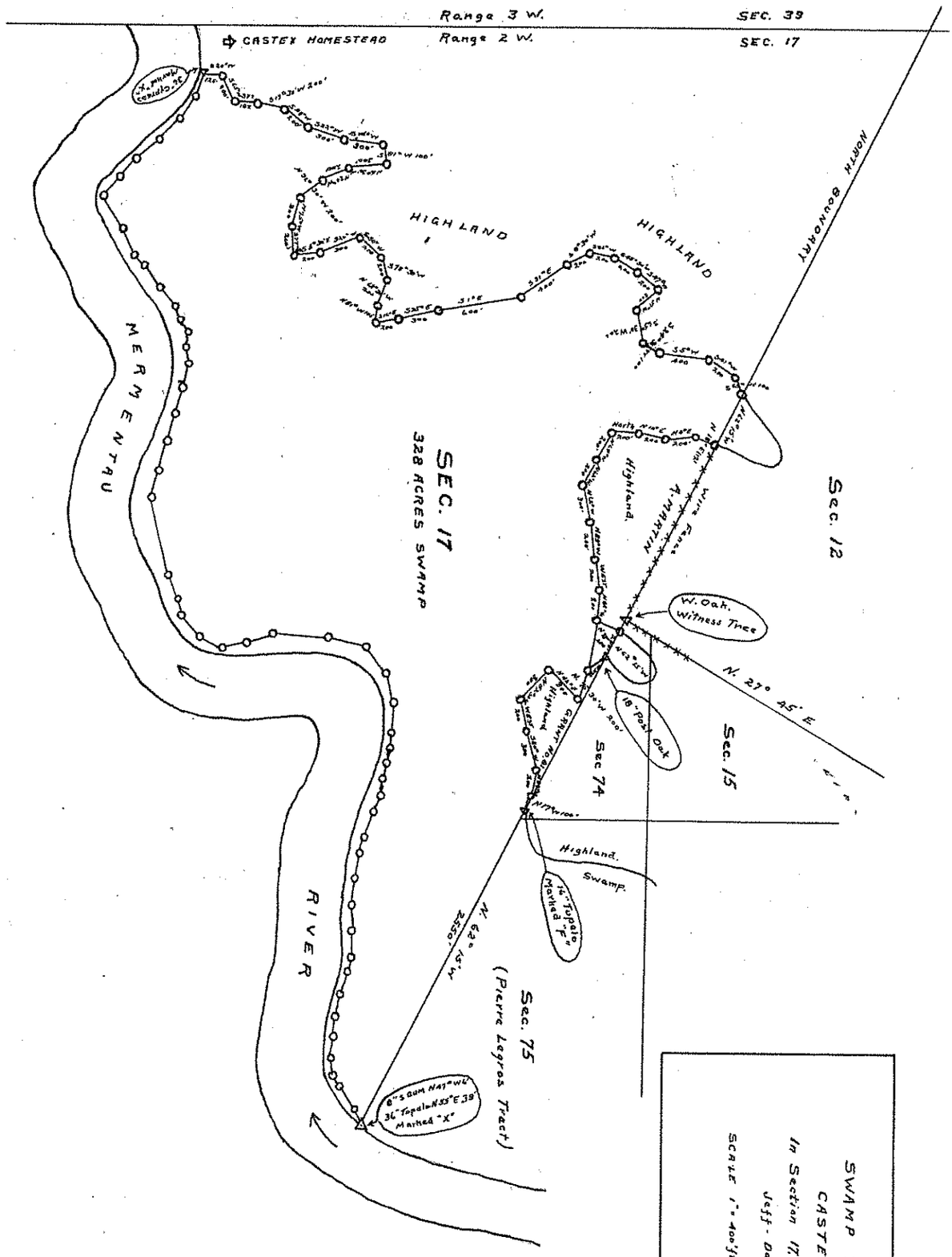
TO HAVE AND HOLD said property unto the said purchaser, his heirs and assigns forever; and the said vendors moreover transfer unto the said vendee all rights and actions of warranty to which they may be entitled against all former owners and proprietors of t he property herein conveyed, subrogating to said v endee all the said rights and actions to be by him enjoyed and exercised as they might have been by the present vendors.

This sale is made and accepted f or and in consideration of t he price and sum of TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($27,500.00) cash, current money, the r eceipt whereof is hereby acknowledged and full acquittance and discharge granted therefor. And here the parties declared that they dispense with the production of a certificate from the Clerk of Court and Ex-Officio Recorder of the Parish of Jefferson Davis, State of Louisiana, for annexation hereto, as otherwise required by law, to show what, if any mortgages or other incumbrances exist on the herein conveyed property, in the name of the present vendor. Evidence of the payment of taxes produced.

DONE and PASSED in the Parish of Jefferson Davis, State of Louisiana, on the day, month and year aforesaid, in the presence of Clarphy Pitre, and Beatrice Bourgeois, competent witnesses, who have hereto signed their names, together with said appearers, and me, Notary, after due reading.(SIGNED) Jean Castex, Jr., Alice Castex Cary, Rosa Castex Boudreaux, Rosalie Castex Conner, WITNESSES: Clarphy Pitre, Beatrice Bourgeois, (SIGNED) L. Z. Toups, Dy Clk, Notary Public, in and f or the Parish of Jefferson Davis, State of Louisiana.

TWENTY-SEVEN DOLLARS and FIFTYC ENTS ($27.50) U. S. D ocumentary stamps attached and cancelled.

" S E E P L A T O N N E X T P A G E "



FILED FEBRUARY 14th, A. D. 1922.

RECORDED FEBRUARY 14th, A. D. 1922. FILE NO. 28434

CLERK & EX OFFICIO RECORDER.

X 1149

NUMBER 217

HAROLD THERIOT

T O

M. F. PARSONS, ET AL

A D O P T I O N

STATE OF LOUISIANA, PARISH OF JEFFERSON DAVIS. Before Me, W. Lumpkin, Notary Public, duly commissioned and qualified in and for the Parish of Jefferson Davis, State of Louisiana, and in the presence of the two competent witnesses herein after named and undersigned on this day personally came and appeared - MR. M. F. PARSONS and MRS. DAISY PARSONS born 1895, his wife herein aided, authorized and assisted by her said husband, residents of the Parish of Jefferson Davis, State of Louisiana, who declared that availing themselves of the laws of the State of Louisiana, in such cases made and provided, they have adopted and do hereby formerly adopt as their own child - HAROLD THERIOT, who is now 4 months of age, and in the possession and under absolute control of the Louisiana Children's Home Society, a corporation domiciled at Jennings, in said Parish and State.

And said MR. and MRS. PARSONS do hereby promise and agree and bind and obligate themselves to take the care and custody of said child and to treat him kindly at all times; to provide him withthe necessities of life, including clothes, food. etc., and to send him to the best convenient schools and to give him a thorough and complete common school education and to do everything necessary and proper for the care and comfort morally and educationally of said child to the same intent and extent as though said child were their own.

And personally came and appeared E. B. Dillard, superintendent of said Louisiana Children's Home Society, who declared that said Society has the lawful possession and control of said child and the consent of its parents in writing to make this adoption and hereby consents thereto.

THUS DONE, READ and PASSED before me, said Notary, at Jennings, Louisiana, in the presence of W. L. Holly and L. Martin competent witnesses, on this the 20th day of Sept 1917.(SIGNED) M. F. Parsons, Daisy Parsons, The Louisiana Children's Home Society By; E.B. Dillard, Superintendent. WITNESSES: W. L. Holly, L. Martin. ATTEST: W. Lumpkin, Notary Public, (SEAL)

FILED APRIL 20th, A. D. 1922. AT: 9:30 A. M.

RECORDED APRIL 20th, A. D. 1922. FILE NO. 29421. CLERK & EX OFFICIO RECORDER.

NUMBER 218

JEAN CASTEX, JR., ET AL

AND

ALICE CASTEX ET AL

P A R T I T I O N

STATE OF LOUISIANA, PARISH OF ACADIA. Before the undersigned Notary Public for and the undersigned competent witnesses residing in the Parish and State above named, personally came - (1) JEAN CASTEX, JR., husband of Clara Andrus;(2) ALICE CASTEX, wife of William H. Cary; (3) ROSA CASTEX, wife of A. C. Boudreaux, and (4) ROSALIE CASTEX, wife of Euclide D. Conner,- all residing in Acadia Parish, except MRS. CONNER, who resides in Jefferson Davis Parish,and who declared unto me and the said witnesses that they are the only children and the sole heirs of JEAN CASTEX and his wife ALICE LANDRY, both deceased,and that they were recognized as such by judgment of the District Court for Acadia Parish rendered July 20, 1921 in the cause numbered 1289 on the Probate Docket of said Court, entitled "SUCCESSION OF ALICE LANDRY CASTEX".

The appearers further declared that all the debts and liabilities of their said father and mother, and of their successions, have been paid, withthe exception of whatsoever inheritance tax may be due in connection with the estate of their said mother, and that

said tax if any, is to be paid by them in equal proportions. The appearers further declared that being the owners in common, each for an undivided one-fourth, of all the property, real and personal, rights, credits, etc., belonging to or depending upon the successions of their said father and mother, and not wishing longer to remain in indivision of a portion of said properties, and particularly, of the land belonging to said succession, they do hereby agree and contract together that the said property shall be, and the same is hereby partitioned among them as follows- each of the said co-owners hereby accepting and taking the property allotted to him or her, and acknowledging delivery and possession thereof;

(1) There is alloted to said JEAN CASTEX JR.-

LANDS IN ACADIA PARISH

(a) ***

(b) ***

Valued altogether at ONE HUNDRED AND FIFTEEN DOLLARS.

LANDS IN JEFFERSON DAVIS PARISH

(c) Sec. 17 in T. 10 S. R. 2 W.; Sec. 13, T. 10 S. R. 3 W., and Sec. 39 T. 10 S. R. 3 W., except that part of said Sec. 39 which lies W. of the line between Secs. 14 and 39, - 1,350 acres, more or less, with improvements; save and except the 328 acres, more or less, of swamp land thereof, which was sold by appearers to A. S. Alston on Feby 14, 1922 by deed recorded in Jefferson Davis Parish;

Valued at TWENTY-FIVE THOUSAND FIVE HUNDRED AND FIFTY DOLLARS, and

MOVABLES

(d) ***

Valued at FIVE HUNDRED AND EIGHTY-FIVE DOLLARS.

2. There is allotted to said ALICE CASTEX CARY:

LANDS IN ACADIA PARISH

(a) ***

(b) ***

(c) ***

(d) ***

(e) ***

(f) ***

Valued altogether at THIRTY-THREE THOUSAND ONE HUNDRED AND FIFTY DOLLARS.

3. There is allotted to said ROSA CASTEX BOUDREAUX:

LANDS IN ACADIA PARISH

(a) ***

(b) ***

(c) ***

(d) ***

(e) ***

(f) ***

(g) ***

MOVABLES

(h) *** Valued altogether at TWENTY-FIVE THOUSAND AND TWENTY-FOUR DOLLARS.

4. There is allotted to said ROSALIE CASTEX CONNER:

LANDS IN ACADIA PARISH

(a) ***

(b) ***

LANDS IN JEFFERSON DAVIS PARISH

(c) W½ of NW¼ and SE¼ of NW¼ of Sec. 28 T. 8 S. R. 3 W. - 121 acres, more or less. (Perkins Tract) with improvements;

(d) 1050 acres more or less, in Township 11 S. R. 4 W. being S½ of NW¼ and E½ of NE¼ Sec. 10 W½ and NE¼ Sec. 11, NW¼, E½ of SE¼ and 10 acres in the SE corner of the NE¼ Sec. 14, and W½ of SW¼, and E½ of SE¼, Sec. 13, Together with all the buildings and improvements thereon, including a certain pumping plant and irrigation system consisting among other things, of a deep well machinery, appliances and accessories, buildings, canals, laterals, ditches, conduits, pipes, flumes, gates, belts, oil tanks, etc.;

(e) 5 acres, more or less, in the Town of Jennings- being a portion of Sec. 3 T. 10 S. R. 3 W. on Cutting Avenue, beginning at N. corner of a 3 acre tract sold by L. Moultry to D. Hebert, and javing a frontage of 2½ acres by a depth of 2½ acres;

LANDS IN VERMILLION PARISH

(f) ***

Valued altogether at TWENTY-SEVEN THOUSAND ONE HUNDRED AND TWENTY-FIVE DOLLARS.

And each of the co-parceners herein, in consideration of the determinate share of the said property falling to his or her lot, as above set forth, transfers, conveys and assigns to the others - grantees, all and singular his or her undivided rights, title interest demand and ownership in and to the property hereby allotted to the other co-parceners, respectively, together with all his or her rights of action in warranty against preceding owners and warranters of the said property, in so far as the same relate to the share of the property allotted to the others, respectively, as above set forth; to have and to hold the properties hereby conveyed unto the said grantees, respectively, and their heirs and assigns forever, with all the buildings and improvements thereon, and all the rights, ways, servitudes, and other privileges thereunto belonging.

And the said appearers further declared (a) that the acquisitions herein are made by each of the grantees with the proceeds of the disposal of other property belonging to them individually, and with their separate and paraphernal means, under their separate control and administration, and that the said acquisitions are made for their respective individual accounts and for the purpose of replacing the property so disposed of, and (b) that they dispense with the production of the certificate otherwise required by Art 3364 R. C. C.

They further declared there remains undivided (a) the furniture and fixtures in the Jean Castex home, except that portion thereof which is herein allotted to said Mrs. Boudreaux; (b0 about 100,000 cypress logs in Bayou Plaquemine at Frank Quebodeaux saw mill; (c) one bale of cotton; (d) 23 head of young and old cattle on the old Castex homestead (e) a number of accounts receivable, on which, however, payments have been made since the opening of the succossions above referred to, and (f) a note of Joe Suir, and other notes taken since the opening of said successions; and they agree that whatever so remains undivided shall be the subject matter of another and separate partition among them.

They further declare that they have already effected a definitive partition among themselves of all the other movables and other properties belonging ot or depending on said successions, including money, bonds, etc.

The appearers further declared that, whereas, the share of each of them in the property hereby partitioned amounts to $27,887.25; and, whereas, the value of the property

herein allotted to each of them is less than his or her share, except that allotted to Mrs. Cary, which exceeds her share by $5,262.75- the said portions have been adjusted by the issuance by said Mrs. Cary to her said co-parceners of her notes of various amounts to equalize the said shares.

THUS DONE and PASSED intriplicate at my office at Crowley, Louisiana, this 19th day of April, 1922, in the presence of said witnesses who sign hereto withthe appearers and me, Notary, after reading of the whole.(SIGNED) Jean Castex Jr., Alice Castex Cary, Rosa Castex Boudreaux, Rosalie Castex Conner. WITNESSES: A. Steely, Odessa Andrus,(SIGNED) P. J. Chappuis, Notary Public, (Revenue Stamps ($5.50) are affixed to the triplicate original on file in Acadia Parish (SIGNED) P.J. Chappuis, Notary)

FILED APRIL 20th, A. D. 1922. AT: 9:30 A. M.

RECORDED APRIL 21st, A. D. 1922. FILE NO. 29422. CLERK & EX OFFICIO RECORDER.

NUMBER 219

DANIEL K. TICE

T O

MAXILLIEN CORMIER

SALE OF LAND

UNITED STATES OF AMERICA. KNOW ALL MEN BY THESE PRESENTS, that I- DANIEL K. TICE, married to and abiding with my wife, Ophelia Laudrig, a resident of the County of Harris, State of Texas, for and in consideration of the sum of FOUR HUNDRED ($400.00)DOLLARS paid by - MAXILLIEN CORMIER, as hereinafter stipulated have granted, sold and conveyed and by these presents do grant, sell, convey,set over and deliver with full subrogation to all of my rights and actions of warranty against all former owners and vendors unto the said- MAXILLIEN CORMIER, married to and abiding with his wife Elizabeth Cormier, nee Leger, a resident of the Parish of Jefferson Davis, State of Louisiana, all that certain lot or parcel of land situated in the City of Jennings, Parish of Jefferson Davis, State of Louisiana, described as follows, to-wit;

Lot Two (2) of Block Twenty-nine (29) of McFarlain's Original Plat or addition to the Town of Jennings, Louisiana, which lot faces on Washington Street, together with all improvements thereon. Being the same property which vendor herein acquired from H. Floyd Midkiff, by deed dated March 19, 1920 and duly recorded June 9, 1920 in Book "T" of Conveyances page 202, records of Jefferson Davis Parish, Louisiana,

That as a part of said consideration of $400.00 herein above recited, purchaser assumes the payment of one certain vendor's lien note for $250.00 dated March 19, 1920 due two years after date, executed by vendor herein in favor of H. Floyd Midkiff, which said note is secured by vendor's lien and mortgage on above described property,and bears eight (8%) per cent per annum interest from date, until paid, until paid, and provides ten (10%) per cent additional for attorneys fees,subject ot a credit of Sixty-two and 50/100($62.50) DOLLARS paid on the 26th day of May 1921. The difference between the amount due under said note and said $400.00, to-wit; ONE HUNDRED NINETY-FOUR & 68/100 ($194.68) is hereby paid cash to vendor , receipt of which said amount of $194.68 is hereby acknowledged by vendor.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said- MAXILLIEN CORMIER his heirs and assigns forever; and I do herebybind myself, myheirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said MAXILLIEN CORMIER, his heirs and assigns, against anyperson whomsoever lawfully claiming,

52/240

O R D E R

The above and foregoing petition and affidavits considered, -

Let John L. Conner, Sheriff and Ex officio Tax Collector in and for the Parish of Jefferson Davis, be and he is hereby ordered to show cause, if any he have and can, at 10:00 o'clock, A. M. on the 4" day of April, 1934, why the petitioners in the above and foregoing petition should not be recognized as the sole heirs of the deceased, Mrs. Clara L. Ritter, born Taylor, and as such sent into possession of property free from the payment of any inheritance taxes.

Thus done and signed, this 28th day of March, 1934.

(Signed) L. Z. Toups, Chief Dy. Clerk District Court. (Seal).

Filed, April 9, 1934, L. Z. Toups, Dy. Clk.

Filed May 1st, A. D., 1934 At: 10:00 A. M.

Recorded May 1st, A. D., 1934 File No. 81751 Clerk & Ex officio Recorder.

JEAN CASTEX, Jr.,

T O

ALBERT SIDNEY JOHNSON, Et Al

S A L E

State of Louisiana

Parish of Acadia.

Be it known, that on this the Thirtieth day of the month of April, in the year of our Lord mineteen hundred and thirty, four,

Before me, Philip Julius Chappuis, a Notary Public duly commissioned and sworn for the Parish of Acadia, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned, personally appeared, Jean Castex, Jr., widow of Clara Andrus, and a resident of Acadia Parish, Louisiana, who declared that for the consideration and on the terms and conditions hereinafter set forth he does by these presents grant, bargain, sell, assign/convey, set over and deliver, with all legal warranties, unto Albert Sidney Johnson, husband of Ozella McCain and a resident of Jefferson Davis Parish, Louisiana, and Adolphe C. Boudreaux, husband of Rosa Castex and a resident of Acadia Parish, Louisiana, here present purchasing and accepting for themselves and their heirs and assigns, and acknowledging delivery and possession thereof, the following described property, to-wit :

1145.35 acres, more or less, of land in Jefferson Davis Parish, Louisiana, together with all the buildings and improvements thereon, andall the rights, ways, servitudes and other proivileges thereunto belonging, being (a) Section thirty-nine in township ten south, of Range three West, La. Meridian, except that portion lying in triangular from west of the east boundary line of Section fourteen if extended through said Section thirty nine; (b) lot two of Fractional Section thirteen in township ten south, of Range three West, La. Meridian; (c) Section seventeen in township ten south, of range two west, La. Meridian, except the 328 acres, more or less, of swamp timber land lying in the eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on Feby. 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey made by E. J. Mead, C. E., dated in 1921, - it being understood, however, that there is included in this sale two tracts of prairie land along the north ling of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. Alston & Co., and (d) Section eighteen in township ten south, of Range two west of the Louisiana Meridian, lying be

the southeast corner of the aforedescribed Section 39, on the West, and the Mermentau River on the east: All as per the annexed plat showing the property hereby conveyed within red lines, except the two tracts of prairie land above referred to, which appear within white lines and are marked, respectively, "Prairie 16.5 ac" and "Prairie 5.5 ac", and which said plat is identified with this act by the paraph "neVarietur", of the undersigned Notary.

To have and to hold said property unto the said purchasers and their heirs and assigns forever. And the said vendor moreover transfers unto the said purchasers all rights and actions of warranty to which he is entitled against all former owners and proprietors of the property herein,conveyed, subrogating the said purchasers to the said rights and actions to be by the said purchasers enjoyed and exercised as they might have been by the present vendor.

This sale is made and accepted for and in consideration of the price and sum of Ten Thousand one hundred and twenty nine & 23/100 Dollars, in part payment and deduction whereof the said purchasers have paid at the execution hereof, in cash Current money, to the vendor the sum of One thousand six hundred and twenty nine & 23/100 Dollars, the receipt whereof is hereby acknowledged and full acquittance and discharge granted therefor, and for the balance of said purchase price said appearers have executed their five certain promissory notes of even date herewith, each for the sum of Seventeen Hundred Dollars, drawn to the order of and endorsed in blank by themselves, made payable on April 30 of the each of the years 1935, 1936, 1937, 1938 and 1939, respectively, at the Bank of Commerce & Trust Company, Crowley, Louisiana, and bearing interest at the rate of eight per cent, perannum from date, until paid, payable annually, which said notes after having been paraphed "ne Varietur", by me said Notary, for identity herewith, were delivered to the said vendor who hereby acknowledges the receipt of the same.

Now, in order to secure and quarantee the full and final payment of the said notes and interest, and attorney's fees hereinafter mentioned, special mortgage and vendor's lien andprivilege are hereby retained on said property in favor of said vendor and of all future holder or holders of said notes, the said purchasers obligating themselves, not to encumber or alienate said property to the prejudice of this act.

And in the event of suit to recover payment of said notes, or any portion thereof, the said purchasers obligate themselves, to pay the holder or holders of said notes, attorney's fees fixed at ten per cent, on the amount sued for.

It is agreed between the parties (a) that the maturities of the said notes are fixed, that is, that the term of payment therein stated is stipulated for the benefit of the holder of said notes, except that on, or at any time subsequent to, April 30, 1937, the said makers shall have the option of paying the said notes or any part thereof at any time before their respective maturitues; (b) that this act shall bear confession of judgment in favor of any holder or holders of said notes until final payment; (c) that the mortgagors waive the benefit of appraisement and of all laws relative to the appraisement of property seized and sold under executory or any other legal process; (d) that the failure to pay promptly at maturity any installment of the said indebtedness, either in principal or interest, shall, at the option of the holders, or any of them, mature the entire debt, as though the same had become due and payable upon the face of said notes, and that in such case the said holders, or any of them, shall have the right to demand the seizure and sale for cash of the mortgaged premises to pay the entire debt as though the same had become exigible upon the face of said notes, and

(2) that the parties hereto dispense the undersigned Notary from the duty and responsibility of filing this act for registry.

The parties hereto agree to dispense with the Certificate of Mortgage required by law, and exonerate and release me, Notary, from all liability for its non production.

The taxes on the within described property are paid to 1934, and the purchasers will pay those of 1934.

Done and passed, in the Parish of Acadia, in my office, the day, month and year aforesaid, in presence of Lucile Hills, and Edgar Barousse, lawful witnesses, residing in this Parish, who have signed with the appearers and me, Notary, after reading the whole, this act in triplicate.

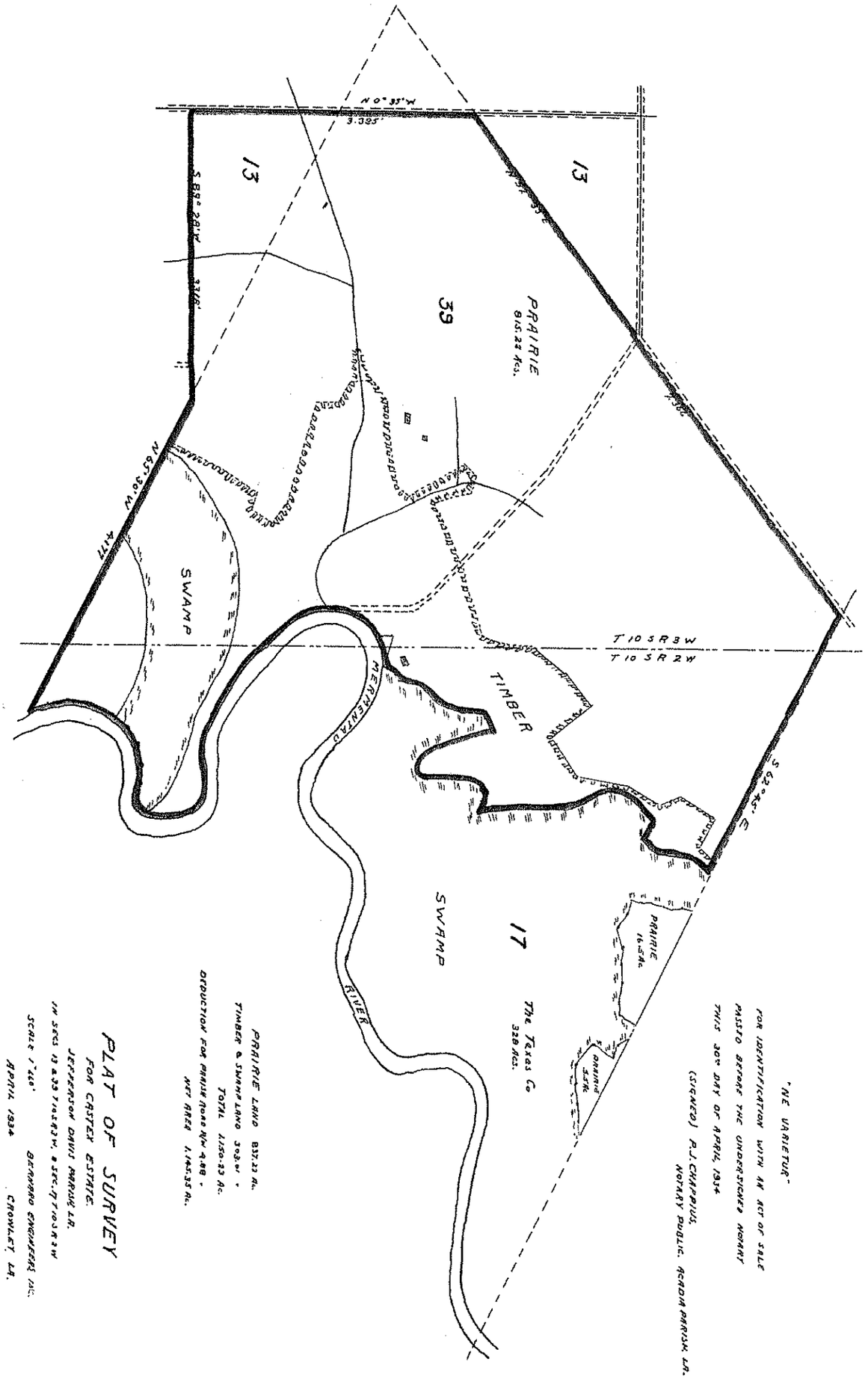
(Signed) Jean Castex, Jr. A. S. Johnson, A. C. Boudreaux.

Witnesses: (Signed) Lucile Hills, Edgar Barousse.

(Signed) P. J. Chappuis, Notary Public.

Ten Dollars and Fifty Cents ($10.50) U. S. Doc, Stamps hereto attached and cancelled.

(Plat recorded on Opposite Page).



Filed May 1st, A. D., 1934 At; 11:00 A. M

Recorded May 1st, A. D., 1934 File No. 81759 Clerk & Ex officio Recorder.

Exhibit D

58/386

witnesses, residents of said Parish and State, who sign hereunto with said parties and me, Notary, afterreading the whole act.

(SIGNED) LEON WEBSTER, CLEVELAND H. CART, MINOS D. MILLER, WITNESSES: CHARLEY PITRE, JUNIUS LOU HOPGIN.

(SIGNED) CLARPHY PITRE, CLERK & EX OFFICIO, A NOTARY PUBLIC. (SEAL).

FILED: APRIL 18, 1935 AT: 9:00 A. M.

RECORDED: APRIL 18, 1935 FILE: 87306 CLERK & EX OFFICIO RECORDER.

A. S. JOHNSON, ET. AL., TO PAUL V. TILBURY, LEASE.

1145.35 acres, more or less, being (a) Section Thirty-nine in Township Ten South, of Range Three West, La. Meridian, except that portion lying in triangular form west of the east boundary line of Section Fourteen if extended through said Section Thirty-nine; (b) Lot Two of Fractional Section Thirteen in Township Ten South, of Range Three West, La. Meridian; (c) Section Seventeen in Township Ten South, of Range Two West, La. Meridian, except the 328 acres, more or less, of swamp timber land lying in the eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co. on Feby. 14, 1922 by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey made by E. J. Mead, C. E., dated in 1922, it being understood, however, that there is included in this lease two tracts of prairie land along the north line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other, 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. Alston & Co., and (d) Section Eighteen in Township Ten South, of Range Two West of the Louisiana Meridian, lying between the Southeast corner of the aforedescribed Section 30 on the west, and the Mermentau River on the east: all as per the plat showing the property hereby leased, attached to the act No. 81750 by which the lessors herein purchased the said property from Jean Castex, Jr., and which is recorded in Jefferson Davis Parish, Louisiana, - it being understood that the property which has been attributed to highway purposes is not included in this lease, and is not part of the 1145.35 acres covered hereby.

The lease of which this is made a part is amended in the following particulars:

1. There is eliminated from Section 3 all that part thereof which is designated as (a); and in lieu thereof the following is substituted: "(a) on oil, one-eighth of that produced and saved from said land,-the same to be delivered to the credit of lessor in the pipe line to which the well or wells may be connected, or, at lessor's option, the said royalty shall from time to time be settled for by the sale to and purchase by lessee of said royalty oil at the market price therefor prevailing for the field where said oil is produced on the dates of sales";

2. Section 4 of said lease is eliminated, and in lieu thereof the following is substituted:

"4. If operations for drilling are not commenced on said land on or before June 18, 1935, this lease shall then terminate as to both parties."

3. Section 5 of said lease is hereby eliminated, and in lieu thereof the following is substituted:

"5. If prior to discovery of oil or gas on said land lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas the production thereof should cease from any cause, this lease shall not terminate if lessee commences additional drilling or re-working operations on or before the first day of the eighth calendar month there-

or before said date lessee shall pay or tender to lessor or to the credit of lessor in the Bank of Commerce & Trust Company, - - Bank at Crowley, Louisiana, , (which bank and its successors are lessor's agent and shall continue as the depository for all bonus or rental payable hereunder regardless of changes in ownership of said land or the bonus or rental), the sum of TWO DOLLARS per acre for the number of acres then covered by this lease and not surrendered as hereinafter provided (herein called 'bonus'), which shall cover the privilege of deferring the commencement of said additional drilling or re-working operations until the first day of the corresponding month in the next succeeding year. Thereafter, upon the payment or tender in like manner in advance annually of the sum of TWO DOLLARS ($2.00) per acre for the number of acres then covered by this lease and not surrendered as hereinafter provided (herein called 'rental'), the commencement of said additional drilling or re-working operations may be further deferred for successive periods of twelve calendar months each during the primary term. Payment or tender of bonus or rental may be made by check or draft of lessee mailed or delivered to lessor or to said bank on or before such date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank or for any reason fail or refuse to accept bonus or rental, lessee shall not be held in default for failure to make such payment or tender of bonus or rental until thirty (30) days after lessor shall deliver to lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as a mere bonus or rental for a period. Lessee may at any time execute and deliver to lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered. If at the expiration of the primary term oil or gas is not being produced on said land but lessee is then engaged in drilling or re-working operations thereon, the lease shall remain in force so long as operations are prosecuted with no cessation of more than 30 consecutive days, and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land."

It is further stipulated that the lessee's operations under this lease shall interfere as little as possible with the use of the leased premises for agricultural purposes, and such other purposes for which it may by its nature be fitted, and that the lessee shall pay all such damages as are caused by such operations to planted, growing or harvested crops.

It is also agreed (1) that in the event a well or wells producing oil in paying quantities should be brought in on adjacent land and within 150 feet of the leased premises, lessee will drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances,- it being understood that a well producing, or capable of producing, 12,000 barrels of oil during the first sixty days next after that on which it is brought in, shall be deemed a well producing oil in paying quantities, and (2), that the lessor or his representative shall have access to all cores and information regarding depth and formation as to any and all wells drilled on the land herein leased.
(SIGNED) A. S. JOHNSON, A. C. BOUDREAUX, P. V. TILBURY. WITNESSES: (SIGNED) E. E. HOAG, LUCILE HILLS.

OIL, GAS AND MINERAL LEASE.

THIS AGREEMENT made this 18th day of April, 1936, between ALBERT SIDNEY JOHNSON, of Jefferson Davis Parish, and ADOLPHE C. BOUDREAUX, of Acadia Parish, Louisiana, lessor (whether one or more), and PAUL C. TILBURY, of Jefferson County, Texas, lessee, WITNESSETH:

1. Lessor in consideration of ELEVEN HUNDRED AND FORTY-FIVE & 35/100 DOLLARS, ($1145.35) in hand paid, of the royalties herein provided and of the agreements of lessee

herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Jefferson Davis Parish, Louisiana, to-wit:

The land described in two sheets hereto annexed, identified herewith by the signatures of the parties and witnesses to this instrument, made part and parcel hereof, and being the property the lessors purchased from Jean Castex, Jr. on April 30, 1954 by the Act No. 81759 on record in the Parish of Jefferson Davis, Louisiana.

For the purpose of calculating the payments hereinafter provided for, the land is estimated to comprise 1145.35 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of ten years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land hereunder.

3. The royalties to be paid by lessee, are: (b) on gas, including casinghead gas and other vaporous or gaseous substances, produced from said land, as follows: In case lessee shall itself use gas in the manufacture of gasoline or other products therefrom 1/8 of 25% of the market value at the plant of the gasoline or other product manufactured therefrom, quantity of product to be ascertained in a manner recognized in the industry; in case lessee shall sell gas at the wells, 1/8 of the amount realized from such sales; and in all other cases when sold or used off the premises, the market price at the well of 1/8 of the gas so sold or used; and (c) on all other minerals mined and marketed, one-eighth, either in kind or value at the well or mine at lessee's election, except that on sulphur the royalty shall be fifty cents (50¢) per long ton.

4. Lessee shall have free use of oil, gas wood and water from said land, except water from lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege at his risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operations hereunder.

7. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or division in ownership of the land rentals, or royalties however accomplished shall operate to enlarge the obligations or diminish the rights of lessee. No sale or assignment by lessor shall be binding on lessee until lessee shall be furnished with a certified copy of recorded instrument evidencing same. In event of assignment of this lease as to a segregated portion of said land the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder, lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all of such parties designating an agent to receive payment for all.

8. In case of cancellation or termination of this lease for any cause, lessee shall

have the right to retain under the terms hereof twenty-five acres of land around each well producing, being worked on, or drilling hereunder, such tract to be designated by lessee in as near a square form as practicable. And in the event lessor considers that operations are not being conducted in compliance with this contract, lessee shall be notified in writing of the facts relied upon as constituting a breach hereof and lessee shall have sixty (60) days after receipt of such notice to comply with the obligations imposed by virtue of this instrument.

2. Lessor hereby warrants and agrees to defend the title to said land and agrees that lessee at itsoption may discharge any tax, mortgage or other lien upon said land and in event lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of lessee's rights under the warranty in event of failure of title, it is agreed that if lessor owns an interest in said landless than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately,

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

(SIGNED) A. S. JOHNSON, A. C. BOUDREAUX, Lessor, P. V. TILBURY, Lessee.

WITNESSES: (SIGNED) ---

STATE OF LOUISIANA,

PARISH OF ACADIA.

BEFORE ME, PHILIP J. CHAFFUIS a Notary Public in and for Acadia Parish, Louisiana, on this 18th day of April, 1935, personally came and appeared A. S. JOHNSON, A. C. BOUDREAUX and P. V. TILBURY, who in the presence of me, said authority, and ELMIN E. HOAG and LUCILLE HILLS competent witnesses, declares and acknowledges that they the identical persons who executed the foregoing instrument in writing, that their signatures thereto are their own true and genuine signatures, and that they executed said instrument of their own free wills, and for the purposes and considerations therein expressed.

Thus done and passed on the day and date hereinabove written, in the presence of the before named and undersigned competent witnesses, who have hereunto subscribed their names, together with said appearers, and me, said Notary, after reading the whole.

(SIGNED) A. S. JOHNSON, A. C. BOUDREAUX, P. V. TILBURY. WITNESSES: (SIGNED) E. E. HOAG, LUCILLE HILLS. (SIGNED) P. J. CHAFFUIS, Notary Public. (SEAL).

FILED APRIL 18th, A. D., 1935. AT: 3:00 P.M.

RECORDED APRIL 18th, A. D., 1935. FILE NO. 87314. CLERK & EX OFFICIO RECORDER.

CLOTHA LOCHION, TO PHILIBERT LOCHION, ROYALTY SALE.

STATE OF LOUISIANA, PARISH OF JEFFERSON DAVIS. KNOW ALL MEN BY THESE PRESENTS:

THAT CLOTHA LOCHION, married to and living with his first and only wife, Lelia May McCain, resident of Parish of Jefferson Davis, State of Louisiana, have Granted, Sold, Assigned, Conveyed and Delivered and by these presents; do Grant, Sell, Assign, Convey and Deliver, with full guarantee and warranty of title and possession, and with complete transfer and subrogation to all of our rights and actions of warranty against all former owners and vendors, unto PHILIBERT LOCHION, married to his first wife, his heirs and assigns, the following described property situated in the Parish of Jefferson Davis, State of Louisiana, to-wit;

All royalty interest, equal to and being all of his royalty interest, inherited from his father's estate, of all of the oil, gas and other minerals in, under or which may be produced and saved from the following described lands situated in Jefferson Davis Parish,

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PAUL V. TILBURY,

TO

HOWARD M. NAYLOR,

ASSIGNMENT.

THE STATE OF TEXAS }
COUNTY OF HARRIS }

WHEREAS, on the 18th day of April, 1935, a certain oil and gas mining lease was made and entered into by and between ALBERT SIDNEY JOHNSON and ADOLPHE C. BOURREAUX of Acadia Parish, Louisiana, as Lessors, and PAUL V. TILBURY of Jefferson County, Texas, as Lessee, covering the following described land in the Parish of Jefferson Davis and State of Louisiana, to-wit:

1145.35 acres, more or less, being (a) Section Thirty-nine in Township Ten South, of Range Three West, La. Meridian, except that portion lying in triangular form west of the east boundary line of Section Fourteen if extended through said Section Thirty-nine; (b) Lot Two of Fractional Section Thirteen in Township Ten South, of Range Three West, La. Meridian; (c) Section Seventeen in Township Ten South, of Range Two West, La. Meridian, except the 328 acres, more or less, of swamp timber land lying in the eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on Feb. 14, 1922 by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey made by E. J. Mead, C. E., dated in 1921, --it being understood, however, that there is included in this lease two tracts of prarie land along the north line of said swamp land, one of said tracts containing 10.5 acres, more or less, and the other, 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. Alston & Co., and (d) Section Eighteen in Township Ten South, of Range Two West of the Louisiana Meridian, lying between the Southeast corner of the aforedescribed Section 39 on the west, and the Mermentau River on the east; all as per the plat showing the property hereby leased, attached to the act No. 81759 by which the lessors herein purchased the said property from Jean Castex, Jr., and which is recorded in Jefferson Davis Parish, Louisiana, -it being understood that the property which has been attributed to highway purposes is not included in this lease, and is not part of the 1145.35 acres covered hereby;

said lease being recorded in Jefferson Davis Parish, Louisiana; and ,

WHEREAS, the said lease and all rights thereunder or incident thereto are now owned by PAUL V. TILBURY;

NOW THEREFORE, for and in consideration of $1.00 cash to me in hand paid, the receipt of which is hereby acknowledged, and the consideration hereinafter stated, together with the reservations hereinafter made, I, the said PAUL V. TILBURY, the present owner of said lease and all rights thereunder or incident thereto, do hereby Bargain, Sell, Transfer, Assign and Convey unto HOWARD M. NAYLOR, of Harris County, Texas, all of my right, title and interest in and to the aforesaid lease and all rights thereunder.

TO HAVE AND TO HOLD the same unto the said HOWARD M. NAYLOR, his heirs and assigns forever; and I here now warrant that I am the sole owner of said lease and I further agree to warrant and forever defend the title to said lease unto the said HOWARD M. NAYLOR, his heirs and assigns forever.

It is expressly agreed and understood, however, that as a part of the consideration for this sale and transfer that there is reserved to the said PAUL V. TILBURY a one thirty-second (1/32) of all of the oil, gas and other minerals produced under said lease, said royalty being reserved as an overriding royalty.

It is further agreed that as a part of the consideration for this assignment, that

the said HOWARD M. TAYLOR will commence operations for the drilling of a well for oil, gas and/or other minerals on said land on or before June 15, 1935, in accordance with the terms of said lease; and that after so commencing said well, the said HOWARD M. TAYLOR will set and cement surface casing in said well at a depth which is customary in that locality. It is further agreed that after so setting and cementing said casing the said HOWARD M. TAYLOR shall within six (6) months thereafter drill said well to a depth of three thousand (3,000) feet unless oil, gas or other minerals is encountered in paying quantities at a lesser depth; provided that the said HOWARD M. TAYLOR shall have the right after so setting and cementing said casing to at anytime within six (6) months after the date of setting and cementing said casing to reassign said lease to the said PAUL V. TILBURY upon paying the next ebouing rental payment due under said lease; and after said lease is so reassigned, the said HOWARD M. TAYLOR shall be fully and finally released of all obligations under this assignment.

The covenants in this assignment shall be construed as covenants running with the land, which shall be binding on the said HOWARD M. TAYLOR, his heirs and assigns.

IN TESTIMONY WHEREOF, witness our hands in triplicate originals this the 31 day of May, 1935.

(SIGNED) PAUL V. TILBURY, HOWARD M. TAYLOR.

STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, FRANK S. DIXON, a Notary Public in and for Harris County, Texas, on this the 31 day of May, 1935, personally came and appeared PAUL V. TILBURY and HOWARD M. TAYLOR, who in the presence of me, said authority, and GOLDIE LAMBERT and B. McDONALD, competent witnesses, declare and acknowledge that they, the identical persons who executed the foregoing instrument in writing, that their signatures thereto are their own true and genuine signatures, and that they executed said instrument of their own free wills, and for the purposes and considerations therein expressed.

Thus done and passed on the day and date hereinabove written, in the presence of the before named and undersigned competent witnesses, who have hereunto subscribed their names, together with said appearers, and me, said Notary, after reading the whole.

(SIGNED) PAUL V. TILBURY, HOWARD M. TAYLOR.

WITNESSES: (SIGNED) GOLDIE LAMBERT, B. McDONALD.

(SIGNED) FRANK S. DIXON, Notary Public in and for Harris County, Texas. (SEAL).

FILED JUNE 4th, A. D., 1935. AT: 8:00 A. M.

RECORDED JUNE 4th, A. D., 1935. FILE NO. 88791. CLERK & EX OFFICIO RECORDER.

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FILED FEBRUARY 19th, A. D., 1936. AT: 3:00 P. M.
RECORDED FEBRUARY 19th, A. D., 1936. FILE NO. 93430. CLERK & EX OFFICIO RECORDER.

ALBERT S. JOHNSON, ET AL.,

T O

HOWARD M. NAYLOR,

RENTAL PAYMENT.

THE STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS.

WHEREAS, Albert Sidney Johnson and Adolphe C. Boudreaux, of Acadia Parish, Louisiana, entered into a certain oil and gas lease, as Lessors, with Paul V. Tilbury, of Jefferson County, Texas, as Lessee, on April 18, 1935, said lease covering 1145.35 acres of land in Jefferson Davis Parish, Louisiana; and,

WHEREAS, said lease was transferred from Paul V. Tilbury to Howard M. Naylor, of Houston, Harris County, Texas, the said Naylor being the present owner and holder of said leasehold interest; and,

WHEREAS, the said HOWARD M. NAYLOR has this day paid the said ALBERT SIDNEY JOHNSON and ADOLPHE C. BOUDREAUX the sum of TWENTY TWO HUNDRED NINETY ONE AND NO/100 ($2291.00) DOLLARS.

NOW THEREFORE, premises considered, we, the said ALBERT SIDNEY JOHNSON and ADOLPHE C. BOUDREAUX, acknowledge receipt of said TWENTY TWO HUNDRED NINETY ONE DOLLARS ($2291.00), and here now accept same as the bonus and/or rental payable under the provisions of said lease; and in consideration of said payment, we, and each of us, here now acknowledge that said lease is now in full force and effect according to the terms thereof, and that the said HOWARD M. NAYLOR, as the owner of said leasehold has fully complied with all of the provisions, terms and conditions of said lease.

IN TESTIMONY WHEREOF, witness our hands, in triplicate originals, this the 19 day of February, 1936.

(SIGNED) ALBERT S. JOHNSON, ADOLPHE C. BOUDREAUX.

STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS.

BEFORE ME, E. D. MILLER, a Notary Public in and for Jefferson Davis Parish, Louisiana, on this 19th day of February, 1936, personally came and appeared Albert Sidney Johnson and A. C. Boudreaux, who in the presence of me, said authority, and Elizabeth Hoag and Minos D. Miller, competent witnesses, declare and acknowledge that they are the identical persons who executed the foregoing instrument in writing, that their signatures thereto are their own true and genuine signatures, and that they executed said instrument of their own free wills, and for the purposes and considerations therein expressed.

Thus done and passed on the day and date hereinbefore written, in the presence of the before named and undersigned competent witnesses, who have hereunto subscribed their named, together with said appearers, and me, said Notary, after reading the whole.

(SIGNED) ALBERT S. JOHNSON, ADOLPHE C. BOUDREAUX. WITNESSES: (SIGNED) ELIZABETH HOAG; MINOS D. MILLER. (SIGNED) E. D. MILLER, Notary Public. (SEAL)

FILED FEBRUARY 19th, A. D., 1936. AT: 4:30 P. M.
RECORDED FEBRUARY 19th, A. D., 1936. FILE NO. 93431. CLERK & EX OFFICIO RECORDER.

65/605

STATE OF ILLINOIS
COUNTY OF COOK
CITY OF CHICAGO.

I hereby certify that I am Secretary of The Eleanor Association; that the above and foregoing resolution was duly adopted at a meeting of the Board of Directors of said The Eleanor Association, held at its office in the City of Chicago, on the 17 day of October, 1935, at which a quorum was present; that said resolution has been regularly entered in the minute book of Directors' Meetings and is still in full force and effect.
(SIGNED) FLORENCE DIBELL BORTLETT, SECRETARY. (SEAL).
$5.00 U. S. DOC. STAMPS ATTACHED TO ORIGINAL AND CANCELLED.
FILED FEBRUARY 28th, A. D., 1936. AT: 8:00 A. M.
RECORDED FEBRUARY 28th, A. D., 1936. FILE NO. 93683. CLERK & EX OFFICIO RECORDER.

ALICE M. CASTEX CARY, ET ALS.,

T O

A. S. JOHNSON, ET AL.,

QUIT CLAIM DEED.

STATE OF LOUISIANA

PARISH OF ACADIA.

Before the undersigned Notary Public for, and the undersigned competent witnesses residing in, Acadia parish, personallu came ALICE M. CASTEX, wife of William H. Cary, Sr.; ROSA CASTEX, wife of Adolphe C. Boudreaux, and ROSALIE CASTEX widow of Euclide D. Conner,- all residing in Acadia Parish, except the said Mrs. Conner, who resides in Jefferson Davis Parish, and who declared that, together with JEAN CASTEX, JR., they were recognized as the sole heirs of JEAN CASTEX, SR. and his wife ALICE LANDRY by judgment of the District Court for Acadia parish, rendered on July 20, 1921 in the matter of the SUCCESSION of ALICE LANDRY CASTEX, No. 1289 on the Probate Docket of said Court, and that they were recognized as the sole heirs of said JEAN CASTEX, Jr. by judgment rendered by the same Court on December 16, 1935 in the matter of the SUCCESSION of JEAN CASTEX, Jr.,-No. 2154 on the Probate Docket of the same Court.

The appearers further declared that on April 19, 1922, by the act numbered 59857 on file and of record in the Clerk's office of Acadia Parish, they and said JEAN CASTEX, Jr. made a partition of the effects inherited by them from the estates of their father and mother (Jean Castex, Sr. and Alice Landry Castex), and that among the said effects was the following land situated in Jefferson Davis Parish, Louisiana, to-wit:

> Section Eighteen in Township Ten South, of Range Two West of the Louisiana Meridian, lying between the Southeast corner of Section 39 in T 10 SR 3 W, on the West, and the Mermentau River on the East, and otherwise described as being between the east line of Township 10 SR 3 W. and the said Mermentau River on the east.

They further declared that it was intended by all the parties to said act of partition that the above described Section 18 was allotted to said JEAN CASTEX, Jr.; that pursuant to said agreemtn and understanding the same was delivered to said Jean Castex, Jr.p and that said Jean Castex, Jr. not only took and held possession of the same for many years, but on April 30, 1934 sold the same, with other lands, to ALBERT SIDNEY JOHNSON and ADOLPHE C. BOUDREAUX by the Act No. 81759 on record of the Clerk's office for Jefferson Davis Parish.

The appearers further declared that they do hereby correct and reform the said act of partition so that the same is made to recite that in addition to the other effects thereby shown to have been allotted to said Jean Castex, Jr., the said Sec. 18 in T 10

SR 2 W. was alos allotted to him in said partition; and they further declared that in consequence thereof they do hereby recognize and admit the said Johnson and Boudreaux to be the true and lawful owners of said land.

Thus done and passed at my office at Crowley, Louisiana, this 27th day of February, 1936, in the presence of said witnesses who sign hereto with the appearers and me, Notary, after reading of the whole.

(SIGNED) ALICE M. CASTEX CARY, ROSA CASTEX BOUDREAUX, ROSALIE CASTEX CONNER.

WITNESSES: (SIGNED) MARIE CARY MOORE, RICHARD C. CARY.

(SIGNED) C. L. CHAPPUIS, Notary Public.

FILED FEBRUARY 28th, A. D., 1936. AT: 8:00 A. M.

RECORDED FEBRUARY 28th, A. D., 1936. FILE NO. 93689. CLERK & EX OFFICIO RECORDER.

STATE OF LOUISIANA,

T O

J. H. POE,

REDEMPTION.

STATE OF LOUISIANA STATE LAND OFFICE

CERTIFICATE OF REDEMPTION OF LAND SOLD FOR TAXES AND BID IN FOR THE STATE. NO. 587-X.

I HEREBY CERTIFY, That John L. Conner has this day paid into the State Treasury the sum of ten Dollars and fourteen Cents, being the full amount of Texas, Interest, Costs and Penalties, due for the years 1931 on the following described property, assessed to J. H. POE which was returned on the Tax Collector's list of land sold the State from the Parish of Jefferson Davis filed in the Land Office, on the 16th day of January, 1933.

SW¼ of SE¼ sec. 23, S½ of NE¼, NE¼ of NE¼ sec. 26-7-7.

And in consequence of the payment of said Taxes, Interest, Costs and Penalties, I do hereby certify that the above described property is redeemed to said J. H. POE against whom or which said taxes were assessed, provided for by Act 161 of 1934, as amended and re-enacted by Act 14 of the Fourth Extra Session of 1935.

And the said J. H. POE having redeemed the said above described property by paying all the taxes, interest, costs and penalties aforesaid, the said J. H. POE as owner is legally subrogated to all rights, liens and mortgages of the State incident to and growing out of the taxes for the years 1931 and its records in the offices required by law, without prejudice to any privileges or mortgages of the State, Parish or Municipal Corporation for other taxes.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of February, 1936.

(SIGNED) LUCILLE MAY GRACE, Register State Land Office. (SEAL).

FILED FEBRUARY 28th, A. D., 1936. AT: 10:00 A. M.

RECORDED FEBRUARY 28th, A. D., 1936. FILE NO. 93693. CLERK & EX OFFICIO RECORDER.

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A. S. JOHNSON, ET AL.,

T O

F R E D S H U T T S ,

CASH DEED.

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS.

KNOW ALL MEN BY THESE PRESENTS: That we, A. S. JOHNSON, who is married to and abides with his present wife, Mrs. Ozella Johnson, born McCain, to whom he was married over four years ago, and ADOLPHE C. BOUDREAUX, who was married once and then to Rose Castex with whom he is now living, of the Parish of Jefferson Davis, State of Louisiana, for and in consideration of the sum of ONE THOUSAND & NO/CENTS ($1,000.00) DOLLARS, to us in hand paid by FRED SHUTTS, who is married to and abides with his wife, Mrs. Lola Shutts, born Tims, his heirs, successors and assigns, have granted, sold and conveyed, and by these presents, do grant, sell and convey, with full subrogation to all of our rights and and actions of warranty against all former owners and vendors unto the said Fred Shutts, his heirs, successors and assigns, of the Parish of Calcasieu, State of Louisiana, all that certain lot or parcel of land situated in Section 39, Township 10 South, Range 3 West and Section 18, Township 10 South, Range 2 West, in the Parish of Jefferson Davis, Louisiana, and more fully described as follows:

1. Beginning at a point 459 feet South of the corner between Section 18, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to 1½" galv. pipe; thence, South 53° East 872.4 feet to the line between Section 18, Township 10 South, Range 2 West and Section 39, Township 10 South, Range 3 West, 921 feet South of the corner between the two said sections; thence, South 53° East 327.6 feet to 1½" galv. iron pipe; thence, North 37° East 736 feet to a 1½" galv. pipe on the right descending bank of the Mermentau River; thence, North 53° West up the right descending bank of the Mermentau River 600 feet to a 1½" galv. pipe; thence, South 37° West 358 feet to the point of beginning, and containing ten (10) acres, save and except all oil, gas, sulphur, and other minerals in, on or under said ten (10) acres of land and/or which may be produced therefrom, which are specially reserved to grantors herein, their heirs or assigns.

It is understood that said purchaser, his heirs or assigns shall maintain a road not less than thirty (30) feet wide, either across or around the said ten acres of land as a further consideration for the sale and transfer of said ten acres of land.

2. Also, the right to lay, maintain, inspect, alter, repair, operate, remove and relay a pipe line, or pipe lines, for the transportation of oil and gas and products and by-products thereof, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, and located in Section 39, Township 10 South, Range 3 West and Section 18, Township 10 South, Range 2 West, as shown on plat attached and made a part of this instrument.

3. And too the right to erect, maintain, inspect, repair, operate and remove, upon a single line of poles, with necessary anchorage and appurtenances, telephone, telegraph or electrical lines, or any of them, along the South and West side of the road as shown on attached plat, and located in Section 39, Township 10 South, Range 3 West and Section 18, Township 10 South, Range 2 West.

Together with the right of ingress, egress and regress to and from said ten acres of land as above described over the road marked "Dirt Road" along the line marked to said

dirt road marked "Telephone, Telegraph and Electric Line or Lines" in Section 39, T. 10 S. R. 3 W., as shown by the plat, marked "E. D. Miller Exhibit A", in his own hand writing, hereto attached and made a part hereof, or any othe_ road which grantors herein may estoblish over said Section 39, Also the right of ingress and regress to said pipe line or lines and telephone, telegraph or electrical line or lines or any of them for the purposes aforesaid.

We, said grantors do hereby further declare in the presence of said witnesses that we will at once have the present mortgage resting upon the property herein conveyed cancelled, at our expense, which mortgage is now held by Mr. Leon P. La Fleau by inheritance from his father. And bind and obligate ourselves to secure and turn over to said grantee a certificate from the recorder of mortgages showing said cancellation.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said purchaser and to his heirs, successors and assigns forever, and we do hereby bind our heirs, successors, executors and administrators to WARRANT AND DEFEND, FOREVER, all and singular, the said premises unto the said FRED SHUTTS, his heirs, successors and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, we said grantors and grantee sign hereunto at Jennings, Louisiana, in the presence of the undersigned competent witnesses on this 6th day of March, 1936.

(SIGNED) A. S. JOHNSON, ADOLPHE C. BOUDREAUX, FRED SHUTTS.

WITNESSES: (SIGNED) STELLA D. McLEMORE, ELIZABETH HOAG.

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS.

BE IT KNOWN: That on this day personally came and appeared, before me, the undersigned Notary Public, in and for the Parish of Jefferson Davis, Louisiana, A. S. JOHNSON and ADOLPHE C. BOUDREAUX, grantors, and FRED SHUTTS, grantee, known to me to be the identical persons who signed the above and foregoing instrument and who in the presente of the undersigned competent withesses, declared:

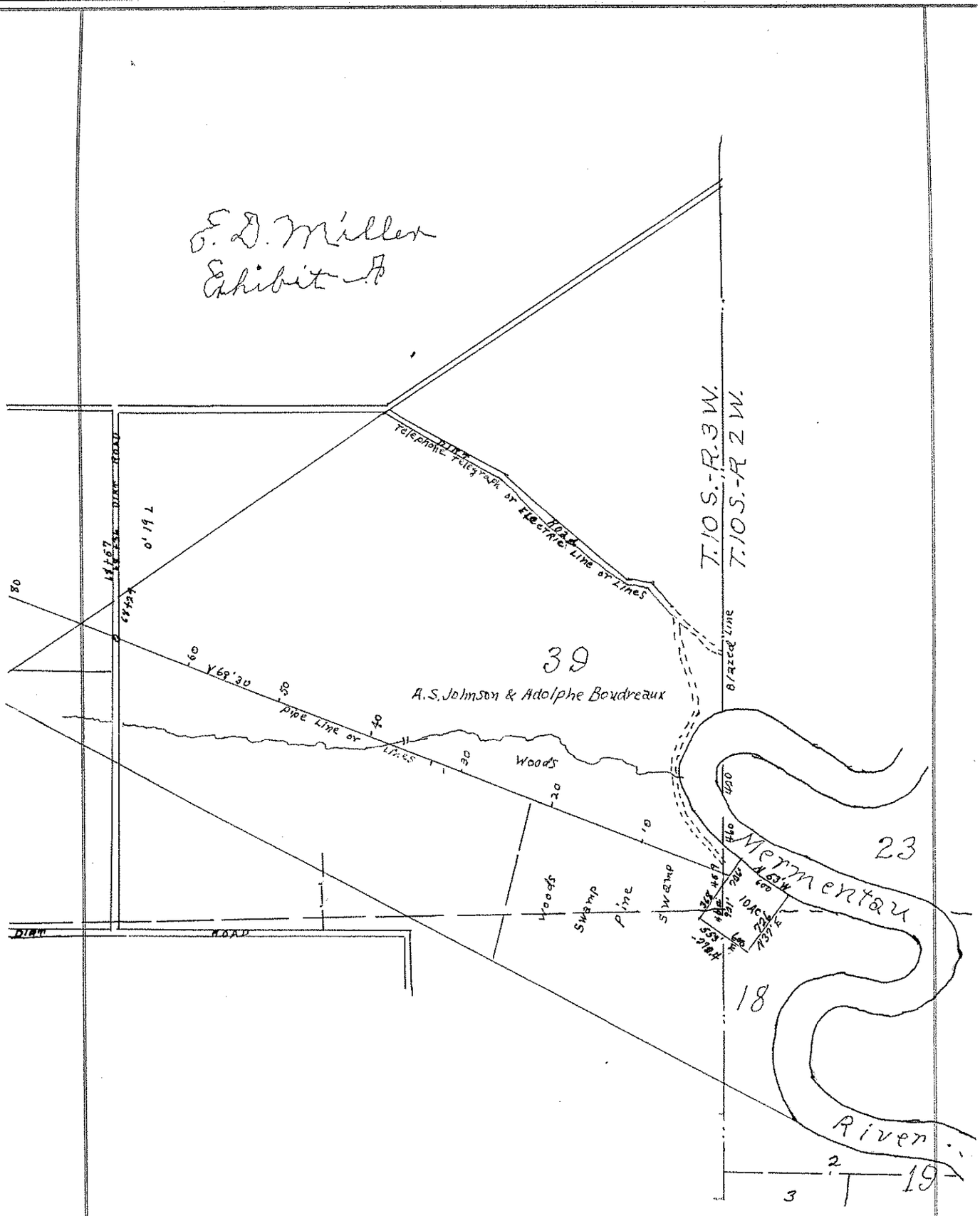
That they executed said act freely and voluntarily on the day and date thereof and that the same is their free act and deed executed for the uses, purposes and considerations therein set forth.

IN WITNESS WHEREOF, said appearers sign hereunto with me Notary and said witnesses on this 6th day of March, 1936.

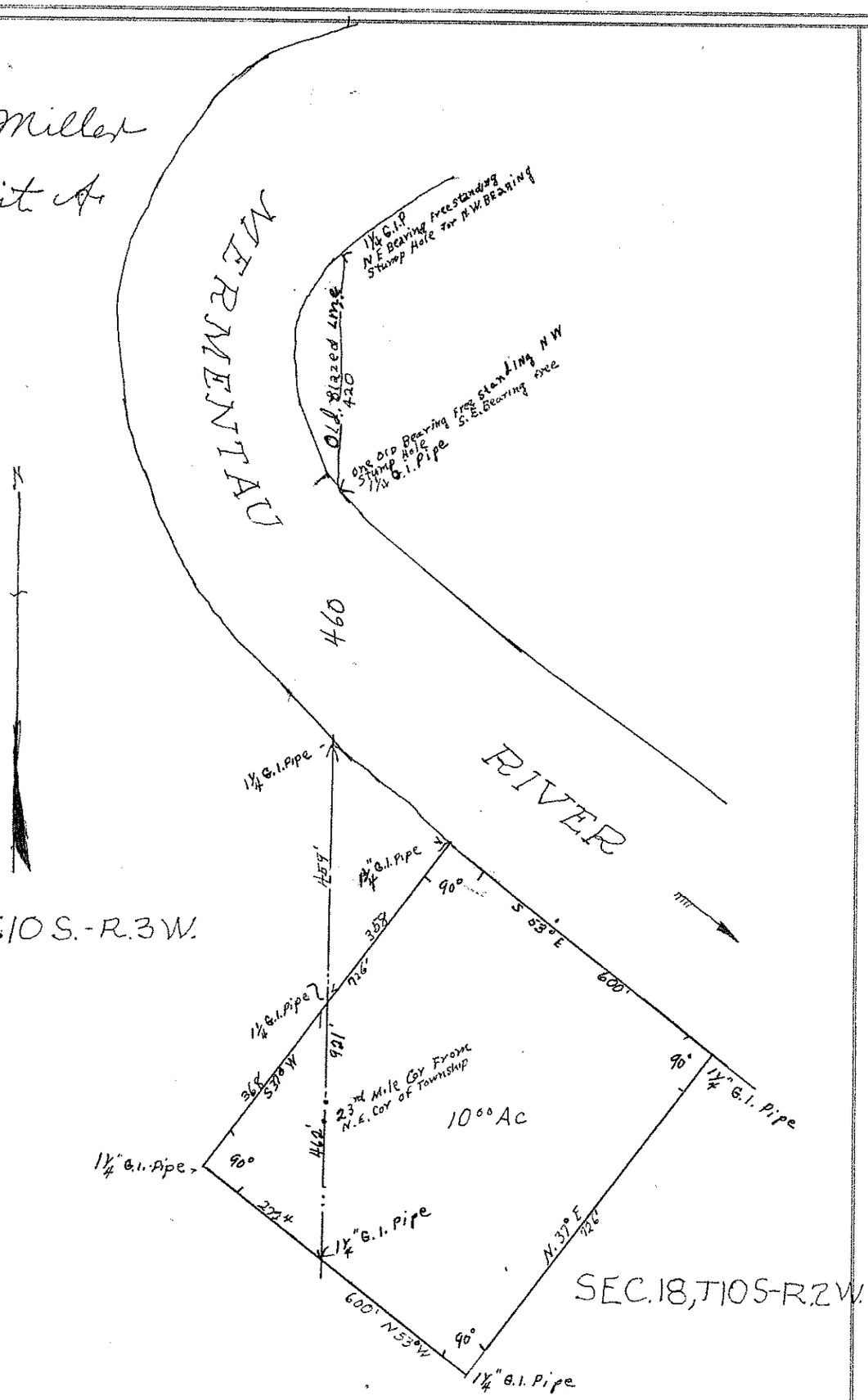
(SIGNED) A. S. JOHNSON, ADOLPHE C. BOUDREAUX, FRED SHUTTS. WITNESSES: (SIGNED) STELLA D. McLEMORE, ELIZABETH HOAG. (SIGNED) E. D. MILLER, Notary Public. (SEAL).

$1.00 U. S. DOC. STAMPS ATTACHED TO ORIGINAL AND CANCELLED.

SEE PLATS ON NEXT PAGES.


E. D. Miller
Exhibit A
T. 10 S. - R. 3 W.
T. 10 S. - R. 2 W.
Telephone, Telegraph or Electric Line or Lines
Blazed Line
39
A. S. Johnson & Adolphe Boudreaux
Pipe Line or Lines
Woods
Swamp
Pine
Swamp
Woods
DIRT ROAD
Mermentau River
23
18
19
10 Ac.

E. D. Miller
Exhibit A


MERMENTAU
RIVER
460
1¼ G.I.P. N.E. Bearing free standing Stump Hole for N.W. Bearing
Old Blazed Line
420
One old Bearing tree standing N.W. S.E. Bearing tree
Stump Hole
1¼ G.I. Pipe
1¼ G.I. Pipe
1¼ G.I. Pipe

731629

ALBERT SIDNEY JOHNSON, ET AL.,

T O

HOWARD M. NAYLOR,

R E C E I P T .

The State of Louisiana)

Parish of Jefferson Davis)

WHEREAS, Albert Sidney Johnson, and Adolphe Boudreaux of Acadia Parish, Louisiana, entered into a certain Oil and Gas Lease, as Lessors with Paul V. Pilbury of Jefferson Cour Texas, as Lessee on April 18, 1935, said lease covering 1145.35 acres of land in Jefferson Davis Parish, La., and Whereas said lease was transferred from Paul V. Tilbury to Howard M. Naylor of Houston, Harri County, Texas, and said Naylor being the present owner and holder of said leasehold interest: and,

WHEREAS, the said Howard M. Naylor, has paid the said (Albert) Sydney Johnson and Adolph Boudreaux the sum of Twenty-Tow Hundred and Ninety-One Dollars ($2291) as rental in advance, for one year from August 1st, 1937 to August 1st, 1938, in accordance with the terms of the said lease.

NOW THEREFORE, premises considered, we the said ALBERT SIDNEY JOHNSON and ADOLPHE BOUDREAUX, acknowledge the receipt of the said TWENTY-TWO HUNDRED AND NINETY-ONE DOLLARS ($2291.00) and here now accept the same as rental in advance for one year from August 1st, 1937 to August 1st 1938, payable under the provisions of the said lease, and in consideration of said payment we, and each of us, here now acknowledge the said lease as now in full force and effect, a according to the terms thereof, and that the said Howard M. Naylor as owner of the said leasehold, has fully complied with all of the provisions, terms and conditions of said lease.

IN TESTIMONY WHEREOF, witness our hands, in Triplicate Originals, this 30th day of July 1937.

(SIGNED) ALBERT SIDNEY JOHNSON, ADOLPHE C. BOUDREAUX.

State of Louisiana)

Parish of Jefferson Davis)

Before me John T. Hood, Jr., a Notary Public in and for Jefferson Davis, Parish of Louisiana, on this 30th day of July, 1937, personally came and appeared Albert Sidney Johnson and Adolphe C. Boudreaux, who in the presence of me said authoryty and John B. DeCosta and A. Jennette Stagg, competent witnesses, declared and acknowledged that they are the identical persons who executed the foregoing instrument in writing, that their signatures thereto are their own true and genuine signatures and that they executed said instrument of their own free weills and for the purposes and considerations therein expressed.

Thus done and past on the day and date hereinbefore written, in the presence of the before named and undersigned competent witnesses, who have hereunto subscribed their names together with said appearars and me, said Notary, after reading the whole.

(SIGNED) ALBERT SIDNEY JOHNSON, ADOLPHE C. BOUDREAUX.

WITNESSES: (SIGNED) JOHN B. DeCOSTA, A. JENNETTE STAGG.

(SIGNED) JOHN T. HOOD, JR., NOTARY PUBLIC. (SEAL) .

FILED JULY 30th, A. D., 1937. AT: 10:45 A. M.

RECORDED JULY 30th, A. D., 1937. FILE NO. 105435. CLERK & EX OFFICIO RECORDER.

X X X X X X X X X X X X X

79/348

ALBERT SIDNEY JOHNSON, ET AL.,

T O

HOWARD M. NAYLOR,

R E C E I P T .

THE STATE OF LOUISIANA)
PARISH OF JEFFERSON DAVIS)

Whereas ALBERT SIDNEY JOHNSON and ADOLPHE C. BOUDREAUX of Acadia Parish.Louisiana. entered into a certain Oil and Gas lease,as Lessors,with Paul V. Tilbury of Jefferson County, Texas. as Lessee on April 18.1935. said Lease covering 1145.35 acres of land in Jefferson Davis Parish, Louisiana,and Whereas said Lease was transferred from Paul V. Tilbury.to HOWARD M. NAYLOR.of Houston.Harris County. Texas. and said Naylor being the presence owner and holder of said leasehold interest: and

Whereas,the said HOWARD M. NAYLOR has paid the said ALBERT SIDNEY JOHNSON and ADOLPH C. BOUDREAUX the sum of Twenty Two Hundred and Ninety-one Dollars.(2291.00) as rental in advance, for one year from 1st August 1938 To 1st August 1939. in accordance with the terms of the said lease.

NOW THEREFORE.premises considered,we the said ALBERT SIDNEY JOHNSON and ADOLPHE C. BOUDREAUX acknowledge the receipt of the said Twenty Two Hundred and Ninety One Dollars. (2291.00) and here now accept the same as rental in advance for one year, from 1st August 1938, to 1st August 1939. payable under the provisions of the said lease,and in consideration of said payment we,and each of us,here now acknowledge the said lease as now in full force and effect, according to the terms thereof,and that the said HOWARD M. NAYLOR, as owner of the said leasehold has fully complied with all of the provisions,terms and conditions of the said lease.

IN TESTIMONY WHEREOF witness our hands in triplicate originals this 26th day of July 1938.

(SIGNED) ALBERT SIDNEY JOHNSON, ADOLPHE C. BOUDREAUX.

(SIGNED) CHARLES PITRE, Witnesses, STELLA D. McLEMORE, Witnesses.

STATE OF LOUISIANA.)
)
PARISH OF JEFFERSON DAVIS.)

Before me L. Z. TOUPS a Notary Public in and for Jefferson Davis Parish State of Louisiana on this 26th day of July 1938 personally came and appeared Albert Sidney Johnson and Adolphe C. Boudreaux who in the presence of me said Authority and Charles Pitre and Stella D. McLemore competent witnesses, declared and acknowledged that they are the identical persons who executed the foregoing instrument in writing, that their signatures thereto are their own true and genuine signatures,and that they executed said instrument of their own free wills and for the purposes and considerations therein expressed.

Thus done and past on the day and date hereinbefore written,in the presence of the before named and undersigned competent witnesses,who have hereunto subscribed their names together with said appearances,and me, said Notary, after reading the whole.

(SIGNED) ALBERT SIDNEY JOHNSON, ADOLPHE C. BOUDREAUX.

(SIGNED) CHARLES PITRE, Witness, STELLA D. McLEMORE, Witness.

(SIGNED) L. Z. TOUPS, Notary Public. (SEAL) .

FILED JULY 26th, A. D., 1938. AT: 1:30 P. M.

RECORDED JULY 26th, A. D., 1938. FILE NO. 112288. CLERK & EX OFFICIO RECORDER.

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84/201

(The other consideration herein mentioned being the assumption by vendee of Tax Penalties, costs and Redemption fees, etc. of all past due taxes, Parish, State and City).

To Have and To Hold the above described and conveyed property, together with all appurtenances and improvements thereon and thereto belonging unto said purchaser and to his heirs and assigns in full property forever, free from any lien, mortgage or encumbrance whatever, with full and general warranty of title, and with full subrogation to all of the rights and actions in warranty against any and all former owners and vendors.

Witness the hand of said vendor at Fort Bliss, El Paso, Texas, in the presence of and , competent witnesses, on this 16th day of June A.D., 1939.

(SIGNED) CHARLES S. MILLER

WITNESSES: (SIGNED) BENJAMIN D. CULLETIN, ALFRED E. STEVENS

STATE OF TEXAS

COUNTY OF EL PASO

On this 16 day of June, 1939, before me personally appeared CHARLES S. MILLER, to me known to be the person described in and who exxcuted the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF I have hereunto affixed my official signature and seal at Fort Bliss, El Paso, Texas, on the day and date above written.

(SIGNED) C. H. FLEMING, NOTARY PUBLIC IN AND FOR COUNTY AND STATE.

My commission expires May 31, 1941.

FILED JULY 24th A.D. 1939. AT 10:00 A.M.

RECORDED JULY 24th A.D. 1939. FILE NO. 119036. CLERK & EX-OFFICIO RECORDER

ALBERT SIDNEY JOHNSON, ET AL

T O

HOWARD M. NAYLOR

RENTAL RECEIPT

The State of Louisiana)
(
Parish of Jefferson Davis.)

Whereas, Albert Sidney Johnson and Adolph C. Boudreaux of Arcadia Parish, Louisiana entered into a certain Oil and Gas lease, as lessors, with Paul V. Tilbury of Jefferson County, Texas, as lessee, on April 18, 1935. Said lease covering 1,145.35 acres of land in Jefferson Davis Parish, Louisiana, and whereas, said lease was transferred from Paul V. Tilbury to Howard M. Naylor of Houston, Harris County, Texas and said Naylor being the present owner and holder of said lease hold interest; and

Whereas, the said Howard M. Naylor has paid the said Albert Sidney Johnson and Adolph C. Boudreaux the sum of TWENTY TWO HUNDRED AND NINTY ONE DOLLARS ($2,291.00) as rental in advance for one (1) year from August 1, 1939 to July 31, 1940 in accordance with the terms of said lease.

Now therefore, premises considered, we the said, Albert Sidney Johnson and Adolph C. Boudreaux acknowledge receipt of the said TWENTY TWO HUNDRED AND NINTY ONE DOLLARS ($2,291.00) and here accept the same as rental in advance for the one (1) year August 1, 1939 to July 31, 1940, payable under the provisions of the said lease, and in consideration of said payment, we and each of us here now acknowledge the said lease as now in full force and effect according to the terms ther of and that the said Howard M. Naylor as owner of the said leasehold has fully complied with all of the provisions, terms and conditions of the said lease.

IN TESTIMONY WHEREOF witness our hands in triplicate originals this the 24 day of July, 1939. (SIGNED) ALBERT SIDNEY JOHNSON, ADOLPHE C. BOUDREAUX.

WITNESS: (SIGNED) CHARLES PITRE, STELLA D. MC LEMORE.

STATE OF LOUISIANA)
(
PARISH OF JEFFERSON DAVIS)

Before me, L. Z. Toups, a notary public in and for Jefferson Davis Parish, Louisiana on this the 24 day of July, 1939 personally appeared Albert Sidney Johnson and Adolph C. Boudreaux who in the presence of me the undersigned authority Charles Pitre and Stella D. McLemore competent witnesses, declared and acknowledged that they are the identical persons who executed the foregoing instrument in writing, that their signatures thereto are their own true and genuine signatures, and that they executed said instrument of their own free wills and for the purposes and considerations therein expressed.

Thus done and past on the day and date hereinabefore written in the presence of the before named and undersigned competent witnesses, who have subscribed their names together with said appearances and me, said notary after reading the whole.

(SIGNED) ALBERT SIDNEY JOHNSON, ADOLPHE C. BOUDREAUX.

WITNESS: (SIGNED) CHARLES PITRE, STELLA D. McLEMORE.

(SIGNED) L. Z. TOUPS, NOTARY PUBLIC. (SEAL).

FILED JULY 24th, A. D. 1939. AT: 2:00 P. M. Timothy Pitre

RECORDED JULY 24th, A. D. 1939. FILE NO.119040. CLERK & EX OFFICIO RECORDER.

MRS. LORENZA MILLER

T O

HENRY WALDREN LAVERGNE

ACKNOWLEDGMENT

STATE OF LOUISIANA)
)
PARISH OF JEFFERSON DAVIS)

BEFORE ME, W. H. Adams, a Notary Public in and for the said Parish and State, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, on this day personally came and appeared - MRS. LORENZA MILLER, born Lorenza Lopez, now wife of J. P. Miller, a resident of the Parish of Jefferson Davis, State of Louisiana, who being by me first duly sworn, says:

That she is the mother of the minor, Henry Waldren Lavergne, who was born in New Orleans, Louisiana, on June 10, 1926, and who is therefore age thirteen years past, and that one Willie Lavergne is the child's father; that at the time the said Henry Waldren Lavergne was conceived and at the time he was born appearer, Mrs. Lorenza Miller, then Lorenza Lopez, and the said Willie Lavergne were both residents of the Parish of Jefferson Davis, State of Louisiana, and that although they were never married no legal impediment to their marriage existed at the time the said child was conceived and that she and the said Willie Lavergne were at the time of the conception of the said child capable of contracting marriage with each other, both of them being single.

And appearer further declared that soon after his birth the said child was baptized as her son by a priest of the Catholic Church in St. Vincent's Asylum, New Orleans, Louisiana, and that in making the present acknowledgment appearer reserves for herself and the said minor the benefit of the acknowledgment so made at said baptism.

And appearer further declared that she has reared the said child as her son and openly and publicly acknowledged him, the benefit of which acknowledgment to herself and said minor she also reserves.

NOW THEREFORE, appearer further declared that without detracting from said acknowledgment of the said child in the registry of his baptism and without detracting from the acknowledgment resulting from appearer's having publicly reared the said child as her son but reserving the benefit of both said acknowledgments, she does by this act and these presents acknowledge and recognize the said Henry Waldren Lavergne as her son in accordance with the laws generally of the State of Louisiana and especially Article 203 of the Revised Civil Code of the State of Louisiana.

88/391

ALBERT SIDNEY JOHNSON ET AL

T O

HOWARD M. NAYLOR

RENTAL RECEIPT

The State of Louisiana)
)
Parish of Jefferson Davis)

Whereas, Albert Sidney Johnson and Adolph C. Boudreaux of Acadia Parish, Louisiana entered into a certain Oil and Gas lease, as lessors, with Paul V. Tilbury of Jefferson County, Texas, as lessee, on April 18, 1935. Said lease covering 1,145.35 acres of land in Jefferson Davis Parish, Louisiana, and whereas, said lease was transferred from Paul V. Tilbury to Howard M. Naylor of Houston, Harris County, Texas and said Naylor being the present owner and holder of said leasehold interest; and

Whereas, the said Howard M. Naylor has paid the said Albert Sidney Johnson and Adolph C. Boudreaux the sum of TWENTY TWO HUNDRED AND NINTY ONE DOLLARS ($2,291.00) as rental in advance for one (1) year from August 1, 1940, to July 31, 1941, in accordance with the terms of said lease.

Now therefore, premises considered, we the said Albert Sidney Johnson and Adolph C. Boudreaux acknowledge receipt of the said TWENTY TWO HUNDRED AND NINTY ONE DOLLARS ($2,291.00) and here accept the same as rental in advance for the one (1) year August 1, 1940 to July 31, 1941, payable under the provisions of the said lease, and in consideration of said payment, we and each of us here now acknowledge the said lease as now in full force and effect according to the terms thereof and that the said Howard M. Naylor as owner of the said leasehold has fully complied with all of the provisions, terms and conditions of the said lease.

IN TESTIMONY WHEREOF witness our hands in triplicate originals this the 26th day of July, 1940.

(SIGNED) ALBERT SIDNEY JOHNSON, ADOLPHE C. BOUDREAUX.

(SIGNED) JOHN DeCOSTA, CHARLES A. PITRE, Witnesses.

STATE OF LOUISIANA)
)
PARISH OF JEFFERSON DAVIS)

Before me, L. Z. TOUPS, a Notary Public in and for Jefferson Davis Parish, Louisiana, on this the 26th day of July, 1940, personally appeared ALBERT SIDNEY JOHNSON and ADOLPH C. BOUDREAUX who in the presence of me the undersigned authority and John DeCosta and Charles A. Pitre, two competent witnesses, declared and acknowledged that their signatures thereto are their own true and genuine signatures, and that they executed said instrument of their own free wills and for the purposes and considerations therein expressed.

Thus done and passed on the day and date hereinbefore written in the presence of the before named and undersigned competent witnesses, who have subscribed their names together with said appearers and me, said Notary, after reading the whole.

(SIGNED) ALBERT SIDNEY JOHNSON, ADOLPHE C. BOUDREAUX.

(SIGNED) JOHN DeCOSTA, CHARLES A. PITRE, Witnesses.

(SIGNED) L. Z. TOUPS, Notary Public.

FILED JULY 26th, A. D. 1940. AT: 1:30 P. M.
RECORDED JULY 26yh, A. D. 1940. FILE NO. 125831. CLERK & EX OFFICIO RECORDER. (SEAL)

Exhibit D

Castex Development - Title and Lease History - 00031

STATE OF LOUISIANA PARISH OF JEFFERSON DAVIS.

OFFICE CLERK OF COURT & EX OFFICIO RECORDER.

BOOK # "93" OF CONVEYANCES

CONTAINING SIX HUNDRED FORTY (640) PAGES.

"NE VARIETUR" JULY 16th, A. D. 1941.

District Judge, 14th Judicial District
in and for Jefferson Davis Parish, La.

ALBERT S. JOHNSON, ET AL

T O

HOWARD M. NAYLOR

RECEIPT.

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS.

WHEREAS, Albert Sidney Johnson and Adolph C. Boudreaux, of Acadia Parish, Louisiana, entered into a certain Oil and Gas lease, as Lessors, with Paul V. Tilbury of Jefferson County, Texas, as Lessee, on April 18, 1935, Said Lease covering 1,145.35 acres of land in Jefferson Davis Parish, Louisiana, and whereas, said lease was transferred from Paul V. Tilbury to Howard M. Naylor of Houston, Harris County, Texas, and said Naylor being the present owner and holder of said leasehold interest; and

WHEREAS, the said Howard M. Naylor has paid the said Albert Sidney Johnson and Adolph C. Boudreaux the sume of TWENTY TWO HUNDRED AND NINETY-ONE DOLLARS ($2,291.00) as rental in advance for one (1) year from August 1, 1941, to July 31, 1942, in accordance with the terms of said lease.

NOW THEREFORE, premises considered, we the said Albert Sidney Johnson and Adolph C. Boudreaux acknowledge receipt of the said TWENTY TWO HUNDRED AND NINETY-ONE DOLLARS ($2,291.00) and here accept the same as rental in advance for the one (1) year August 1, 1941 to July 31, 1942, payable under the provisions of the said lease, and in consideration of said payment, we and each of us here now acknowledge the said lease as now in full force and effect according to the terms thereof and that the said Howard M. Naylor as owner of the said leasehold has fully complied with all of the provisions, terms, and conditions of the said lease.

IN TESTIMONY WHEREOF witness our hands in triplicate originals this the 16th day of July, 1941, A. D.

(SIGNED) ALBERT SIDNEY JOHNSON, ADOLPHE C. BOUDREAUX.

WITNESSES: (SIGNED) IVA MILLER, STELLA D. McLEMORE

* * * * * * *

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS.

BEFORE ME, L. Z. TOUPS, a Notary Public in and for Jefferson Davis Parish, Louisiana, on this the 16th day of July, 1941, personally appeared ALBERT SIDENY JOHNSON and ADOLPH C. BOUDREAUX, who in the presence of me, the undersigned authority, and Iva Miller and Stella D. McLemore, two competent witnesses, declared and acknowledged that their signatures thereto are their own true and genuine signatures, and that they executed said instrument of their own free wills and for the purposes and considerations therein expressed.

THUS DONE and passed on the day and date hereinabefore written in the presence of

the before named and undersigned competent witnesses, who have subscribed their names together with said appearers and me, said Notary, after reading the whole.

(SIGNED) ALBERT SIDNEY JOHNSON, ADOLPHE C. BOUDREAUX.

WITNESSES: (SIGNED) IVA MILLER, STELLA D. MC LEMORE.

(SIGNED) L. Z. TOUPS, NOTARY PUBLIC. (SEAL).

FILED JULY 16th, A. D. 1941. AT: 2:00 P. M.

RECORDED JULY 16th, A. D. 1941. FILE NO.133088. CLERK & EX OFFICIO RECORDER.

JOHN M. SCHILD, ET ALS

TO

H. B. TIETJE

LEASE.

OIL, GAS AND MINERAL LEASE

JOHN M. SCHILD, FANNIE R. SCHILD, MARGARET SCHILD SCHOLER, DOLA SCHILD BERRY, ANNA SCHILD BOULDIN, MRS. ETHEL SCHILD STAMPHLI, ROY SCHILD, GEORGE W. SCHILD, R. H. SCHILD and HENRY SCHILD hereinafter called "Lessor " (whether one or more) grants, leases and lets unto H. B. TIETJE, hereinafter called "Lessee", the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of, oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals, and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon, and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

Lot 58 of the Newman Subdivision of Sections 27 and 28, Township 9 South, Range 5 West.

Lessee may pool this property with adjoining property to create a drilling unit not to exceed five acres in area and operations on or production from any portion of said unit (even though not on this property) shall maintain this lease in force; and in the event of the creation of such a unit the lessor's royalty, subject to prior royalty sales affecting this property, shall be pooled and shall be proportioned to 1/8 as lessor's interest in the acreage covered hereby bears to the acreage in the whole of said drilling unit. Lessee shall, prior to the commencement of operations on said unit, execute and place of record an instrument describing and defining the drilling unit so created.

Delay rentals due under paragraph 1 of this lease may be mailed or delivered for deposit to the credit of John M. Schild in the depository named therein and such will constitute payment of said delay rental for the benefit of all lessors.

This lease is given in lieu of a lease from the above lessors to the above lessee executed as of May 22, 1941.

For the purpose of calculating the payments hereinafter provided for, the land is estimated to comprise One (1) acres, whether it actually comprises more or less. All land owned by the Lessor in the above mentioned Section or Sections or Surveys is included herein, whether properly described or not.

This lease shall be for a term of Three (3) years and no months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted as hereinafter provided for; all subject to the following conditions and agreements:

96/353

ALBERT S. JOHNSON, ET AL

T O

HOWARD M. NAYLOR

RENTAL RECEIPT

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS.

WHEREAS, Albert Sidney Johnson and Adolph C. Boudreaux, of Acadia Parish, Louisiana, entered into a certain Oil and Gas lease, as Lessors, with Paul V. Tilbury of Jefferson County, Texas, as Lessee, on April 18, 1935. Said lease covering 1,145.35 acres of land in Jefferson Davis Parish, Louisiana, and whereas, said lease was transferred from Paul V. Tilbury to Howard M. Naylor of Houston, Harris County, Texas, and said Naylor being the present owner and holder of said leasehold interest; and

WHEREAS, the said Howard M. Naylor has paid the said Albert Sidney Johnson and Adolph C. Boudreaux the sum of TWENTY TWO HUNDRED AND NINETY-ONE DOLLARS ($2,291.00) as rental in advanc for one (1) year from August 1, 1942, to July 31, 1943, in accordance with the terms of said lease.

NOW THEREFORE, premises considered, we the said Albert Sidney Johnson and Adolph C. Boudreaux acknowledge receipt of the said TWENTY TWO HUNDRED AND NINETY-ONE DOLLARS ($2,291.00 and here accept the same as rental in advance for the one (1) year August 1, 1942 to July 31, 1943, payable under the provisions of the said lease, and in consideration of said payment, we and each of us here now acknowledge the said lease as now in full force and effect according to the terms thereof and that the said Howard M. Naylor as owner of the said leasehold has fully complied with all of the provisions, terms, and conditions of the said lease.

IN TESTIMONY WHEREOF witness our hands in duplicate originals this the 21st day of July, 1942, A. D.

(SIGNED) ALBERT SIDNEY JOHNSON, ADOLPH C. BOUDREAUX.

WITNESSES: (SIGNED) STELLA D. McLEMORE, MIRIAM M. ANDRUS.

* * * * * * * * *

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS.

BEFORE ME, L. Z. TOUPS, a Notary Public in and for Jefferson Davis Parish, Louisiana, on this the 21st day of July, 1942, personally appeared ALBERT SIDNEY JOHNSON and ADOLPH C. BOUDREAUX, who in the presence of me, the undersigned authority, and Stella D. McLemore and Miriam M. Andrus, two competent witnesses, declared and acknowledged that their signatures the to are their own true and genuine signatures, and that they executed said instrument of their own free wills and for the purposes and considerations therein expressed.

THUS DONE and passed on the day and date hereinbefore written in the presence of the before named and undersigned competent witnesses, who have subscribed their names together wit said appearers and me, said Notary, after reading the whole.

(SIGNED) ALBERT SIDNEY JOHNSON, ADOLPH C. BOUDREAUX.

WITNESSES: (SIGNED) STELLA D. McLEMORE, MIRIAM M. ANDRUS.

(SIGNED) L. Z. TOUPS, Notary Public. (SEAL).

FILED JULY 21st, A. D. 1942. AT: 2:00 P. M.

RECORDED JULY 21st, A. D. 1942. FILE NO.138433. CLERK & EX OFFICIO RECORDER.

96/542

ALBERT S. JOHNSON ,

T O

JEAN CASTEX, ET AL ,

AFFIDAVIT.

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

Before me, Chas. E. Eiber, a Notary Public, duly qualified in and for the above named Parish and State, on this day personally came and appeared:

That he is 63 years of age, and has resided in the vicinity of Sections 13 and 39 Township 10 South, Range 3 West La. Mer., and Sections 17 and 18 Township 17 and 18 Township 10 South, Range 2 West La. Mer., all his life, and to his own personal knowledge the above described land as been owned by Jean Castex, Sr., Heirs of Jean Castex Sr., Jean Castex , Jr., and Messrs: Johnson and Boudreaux, and the same has always been under cultivation and under fence, and the above named parties has had peaceable and undisputed possession of the above described land.

Sworn to and subscribed before me this 12th day of August, A. D., 1942.

(SIGNED) ALBERT S. JOHNSON.

WITNESSES: (SIGNED) DOROTHY PITRE, A. C. BOUDREAUX.

(SIGNED) CHAS. E. EIBER, Notary Public. (SEAL).

FILED AUGUST 29th, A. D., 1942. AT: 10:30 A. M.

RECORDED AUGUST 29th, A. D., 1942. FILE NO. 138781. CLERK & EX OFFICIO RECORDER.

ROSA C. BOUDREAUX ,

T O

HOMER TATE ,

SALE OF INTEREST

STATE OF LOUISIANA PARISH OF ACADIA

Before me, the undersigned Notary Public for, and undersigned competent witnesses residing in, Acadia Parish, personally came ROSA CASTEX, wife of lawful age, of ADOLPHE C. BOUDREAUX, of said parish, and the said Boudreaux, herein appearing for the purpose of authorizing, aiding, and assisting his said wife in the execution of these presents, who referred to the act of February 27, 1936, recorded in the Clerk's office of Jefferson Davis Parish on February 28, 1936, under file No. 93689, at page 605 of Conveyance Book "65" whereby, for the causes therein stated, Mrs. Alice M. Castex Cary, the said Mrs. Rosa Castex Boudreaux , and Mrs. Rosalie Castex Conner recognized and admitted that, for having purchased the same from Jean Castex, Jr., on April 30, 1934, by the act No. 81759 on record in the Clerk's Office of Jefferson Davis Parish, Albert Sidney Johnson and the said Adolphe C. Boudreaux were the true and lawful owners of the following land situated in Jefferson Davis Parish, Louisiana, to-wit:

Section Eighteen in Township Ten South, of Range Two West of the Louisiana Meridian, lying between the Southeast corner of Section 39 in T 10 SR 3 W on the West, and the Mermentau River on the East, and otherwise described as being between the east line of Township 10 SR 3 W and the said Mermentau River on the east.

The appearers further declared that, whereas, the said Johnson and the said Boudreaux are about to transfer and assign to HOMER TATE a sixty fourth part of their royalty interest in and to the oil, gas and other minerals which may be produced from said land under an oil, gas and mineral lease heretofore granted by them, and some question has been raised attacking the validity, in so far as the said Boudreaux is concerned, of the aforesaid Act No. 93689 of February 27, 1936;

Now therefore, in order to cure such invalidity, if any, the said Mrs. Rosa Castex Boudreaux, for and in consideration of TEN DOLLARS paid her by the said Tate, and for other lawful causes, does hereby sell, transfer and assign to the said Tate, and his heirs and assigns, all and singular such rights, title, interest s and demands which she may have

96/847

A. S. JOHNSON, ET AL

T O

STANOLIND OIL AND GAS CO.,

L E A S E.

SURFACE LEASE

AN AGREEMENT OF LEASE by and between A. S. JOHNSO and A. C. BOUDREAUX, residents of Acadia Parish, Louisiana, hereafter referred to as "LESSORS" and STANOLI OIL AND GAS COMPANY, a Delaware corporation, qualified to do business in the State of Louisiana, hereafter referred to as "LESSEE",

W I T N E S S E T H, THAT:

1.

LESSORS, for the consideration hereafter expressed and on the terms and conditions hereinafter set forth, does hereby lease, let and demise unto LESSEE, its successors and assig the following described property situated in Jefferson Davis Parish, Louisiana, to-wit:

A certain tract of land on the West side of the Mermentau River in Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana, extending approximately 150 feet along the river by a depth of two acres, and more particularly described as follows:

Starting at a point 5771.6 feet East and 3253.3 feet South of the Northwest corner of Section 13, Township 10 South, Range 3 West, thence 536.0 feet North 62° 48' West, thence 150 feet South 27° 12' West, thence 535.0 feet south 62° 48' East, thence approximately 150 feet North 27° 12' East along the mean low water line on the West bank of the Mermentau River to the point of beginning. together with all necessary rights of ingress and egress over and across adjacent lands of LESSORS, including the right to construct and maintain a private road, and the right to lay and install and maintain pipe lines and telephone lines for the purpose of reaching and utilizing the leased premises for the purposes of this lease.

2.

The property herein leased is to be used by LESSEE as a site for a loading rack or terminal for the loading or unloading of oil, gasoline, condensate and other petroleum products to and from barges or boats in the Mermentau River, and for the construction, installation and maintenance of storage tanks, fire walls, pipes, pipe lines, buildings, machinery and all other property or equipment necessary or incidental for the operation of said loading rack or terminal, including, but not by way of limitation, the right to erect a residence or residences for LESSEE'S employees, if desired, and also the right to drill water wells and to enclose the premises with fences. It is especially understood, however, that this lease does not cover oil, gas and other minerals and LESSOR hereby reserves the right to remove the same by operations on adjacent lands and so long as it does not interfere with the rights herein granted.

3.

The consideration for which this lease is granted is the sum of $200.00 per year, payable in advance, as rent for said premises. Said annual payments may be made to LESSORS, direct or may be deposited to their credit in the Bank of Commerce and Trust Company at Crowley, Louisiana, which bank is hereby designated LESSORS' agent, and which shall continu as the depository for all rentals hereunder regardless of any changes in the ownership of said property or any part thereof. LESSORS hereby acknowledge payment to them by LESSEE of the sum of $20000, in full payment for the annual rental for the first year of this lease and for all other rights, options and privileges herein granted to LESSEE.

With respect, however, to the rights hereinabove granted to LESSEE to lay, install and maintain pipe and/or telephone lines across adjacent lands of LESSORS, it is agreed that LESSEE shall pay LESSORS 25¢ per rod for said right of way as soon as survey is made and

the actual length of said right of way is determined. The first pipe line laid shall determine the route of said right of way and no further payments for this privilege shall be due; it being understood that LESSEE for the same consideration, shall have the right to lay such additional pipe lines or erect telephone lines as it desires, so long as same are laid or constructed along side of and adjacent to the first line as near as practicable.

4.

This lease shall extend for a term of fifty (50) years from the date hereof, subject , however, to the provisions for renewals and the option in favor of LESSEE to surrender its rights hereunder as hereafter provided. The payment above mentioned shall maintain this lease in forde and effect for a period of one (1) year from date hereof. Thereafter, LESSEE, may , at its option, continue to maintain this lease and all rights granted herein in force and effect from year to year, during the term mentioned, by paying to LESSORS, or by depositing to their credit in the bank above named, the annual rental hereinabove provided for; each payment, if and when made, to extend the term of this lease for one (1) year. Should LESSEE fail to pay any annual rental, and LESSEE shall always have the option to fail to make such payments, then this lease shall terminate , but LESSEE SHALL always have the right or option to remove its property, fixtures and equipment as hereafter provided. The only penalty for LESSEE'S failure to pay rentals shall be the forfeiture of this lease, and upon such failure no further rentals or other payments shall be due.

5.

LESSEE shall own all property, fixtures and equipment, whether attached to the realty or not, placed by it on said land suring the term of this lease, and LESSEE, at any time during or after the said term, may remove all, or any part of such property, fixtures or equipment if it does not desire to do so, particularly any concrete structures erected on said land; and LESSORS hereby release and relieve LESSEE for any liability for failure to remove the property, fixtures or equipment, or for failure in the event of the removal of the same or a part thereof, to restore the premises to their present condition.

6.

It is understood that the tract herein leased is wooded and that certain trees will be destroyed by LESSEE in the exercise of its rights under the lease, and LESSORS, for the considerations received, hereby fully release LESSEE from any and all liability for the destruction of or damage to the trees and timber on said premises, resulting from the exercise by the LESSEE of its leasehold rights hereunder. It is further agreed that in the event LESSEE'S use of the leased premises destroys or interferes with the use of the dirt road now crossing said premises, LESSEE agrees to re-route said road around the leased premises and to maintain same in reasonably good condition for travel.

7.

It is further understood and agreed between the parties hereto that it will be necessary for LESSEE to secure from the War Department of the United States proper permits to build in or on the river the piers, barges and loading facilities necessary for the full enjoyment by LESSEE of the rights herein granted. It is agreed, therefor, that this lease is conditioned upon LESSEE being able to obtain such permits an, in the event such permits cannot be obtained, after reasonable efforts have been made to secure the same, the LESSEE shall have the right to terminate this lease. In event of such termination LESSORS agree to refund to LESSEE the consideration paid for this lease by LESSEE to LESSORS at the time of its execution. For the purpose of assisting in securing such permits, LESSORS hereby specifically consent to the issuance thereof to LESSEE herein by the War Department .

8.

All provisions hereof shall enure to the benefit of and be binding upon the parties

hereto, their heirs, successors, assigns, executors and administrators.

WITNESS the signatures of the parties hereto as of date July 28, 1942, each signing in the presence of the witnesses whose names appear opposite their respective signatures.

(SIGNED) A. S. JOHNSON, A. C. BOUDREAUX. STANOLIND OIL AND GAS COMPANY BY (SIGNED) A. M. McC
Vice President. L E S S E E.
WITNESSES: (SIGNED) A. C. ANDREWS, FRED BOLYARD : A. C. ANDREWS, FRED BOLYARD.

ATTEST: (SIGNED)A.C. SELIG, Assistant Secretary. (SEAL).

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

BEFORE ME, the undersigned authority, on this day came and appeared A. C. Andrews who, being by me duly sworn, deposes and says that he was one of the subscribing witnesses to the above and foregoing instrument, and that the same was signed by A. S. Johnson and A. Boudreaux, the parties named therein in his presence and in the presence of the other subscribing witness.

(SIGNED) A. C. ANDREWS, Subscribing Witness.

SWORN TO AND SUBSCRIBED before me this 3rd day of Aug. 1942.

(SIGNED) JNO. R. ROBBINS, Notary Public. (SEAL).

STATE OF TEXAS

COUNTY OF HARRIS

On this 28 day of July, 1942, before me appeared A. M. McCorkle, to me personally known, who being by me duly sworn, did say that he is Vice President of STANOLIND OIL AND GAS COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said A. M. McCorkle acknowledged said instrument to be the free act and deed of said corporation

Witness my official signature and seal at Houston, Texas, on the day, month and year first above written,

(SIGNED) JULIE R. ULRICH, Notary Public in and for Harris County, Texas. (SEAL).

FILED AUGUST 31st, A. D., 1942. AT: 10:30 A. M.

RECORDED AUGUST 31st, A. D., 1942. FILE NO. 138790. CLERK & EX OFFICIO RECORDER.

G. T. FLETCHER, ET AL ,

T O

CITY OF JENNINGS, LA .,

P/V TAX SALE.

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

Be it remembered, That I, A. T. Maund, Tax Collector , for the City of Jennings, in the Parish of Jefferson Davis, Louisiana, acting in the name of the said City, declare: -

That by virtue and the powers and authority vested in me by the Constitution and Laws of the State of Louisiana and the ordinances of said City and after the taxes due and or payable to said City on immovable property for the year 1941, had become delinquent, I did during the year 1942, give a written notice by registered mail duly addressed to each of said delinquent tax debtors, as required by Secs. 5 and 51 of Act No. 170 of 1898;

That after the lapse of more than twenty (20) clear days after mailing the last of said notices, I advertised for sale the immovable property of each of said delinquent tax debtors, on that day, giving in said advertisement, the name of each of said tax debtors and the description of property owned by each and the amount of taxes, interest and costs due by each such tax debtors, by publication in the Jeff Davis Parish News, a semi weekly newspape published in said City, being the official journal of said city, which advertisement was published in the issues of said paper on the days following, to-wit: July 21st, 28th.,

97/31

MRS. FLORA BESCHLE HOPSON ,

T O

POLICE JURY OF JEFFERSON DAVIS PARISH.
RIGHT OF WAY.

STATE OF LOUISIANA)
(BE IT KNOWN :
PARISH OF JEFFERSON DAVIS)

That on this, the 20th day of August, A. D., 1941, in the presence of witnesses hereinafter undersigned, we, whose names are hereto signed declare that for and in consideration of the mutual benefit and profit therefrom to be derived and for the general good, do, by these presents, give, grant, set over and and transfer unto Albert Hetzel President of the Police Jury of Jefferson Davis Parish, and his successors in office, for the use and benefit of the public, and dedicate for public use forever, a right of way over, in and through our respective lands for the public road, now about to be established in said Jefferson Davis Parish, Louisiana, and which route is described as follows:

Beginning 1340 ft. East of the SW corner of SE¼ of Sec. 30, T10S - R4W, La. Meridian, thence S15°-00'E 260 ft., Thence S 38°-00'E 140 ft. Thence S63°-00'E 200 ft., Thence S85°-00'E 400 ft., Thence N74°-00'E 700' ft., Thence N77°-00'E 200 ft., Thence N79°-00'E 1000 ft., Thence N40°-00'E 150 ft. to point of intersection with present road.

The dedication of said right of way, its directions or route, and length through our respective lands, as the case may be to be in accordance with a resolution adopted by the Police Jury of Jefferson Davis Parish approving the said road and declaring the said rout to be a public road, as per plat being attached hereto and made a part hereof.

The said right of way to be a width of 60 feet, and when said road follows a dividing or boundary line, one half of the aforesaid width, say 30 feet is to be taken from the land of said adjoining proprietor, as the case may be.

In Witness whereof we have hereunto signed in the presence of Simon A. McSherry and Everett E. Wild, lawful and competent witnesses, on the day and date first hereinabove writte

(SIGNED) MRS. FLORA BESCHLE HOPSON.

WITNESSES: (SIGNED) SIMON A. McSHERRY, EVERETT E. WILD.

PLAT ATTACHED TO ORIGINAL BUT NOT RECORDED.

FILED SEPTEMBER 25th, A. D., 1942. AT: 8:00 A. M.

RECORDED SEPTEMBER 25th, A. D., 1942. FILE NO. 139000. CLERK & EX OFFICIO RECORDER.

ALBERT SIDNEY JOHNSON, ET AL,

T O

POLICE JURY OF JEFFERSON DAVIS PARISH,
RIGHT OF WAY.

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

BE IT KNOWN AND REMEMBERED, that we, the undersigned land owners within the Parish of Jefferson Davi State of Louisiana, to-wit:

ALBERT SIDNEY JOHNSON, married and abiding with Ozella McCain, a resident of Acadia Parish, Louisiana,

ADOLPHE C. BOUDREAUX, married and abiding with Rosa Castex, a resident of Acadia Parish, Louisiana,

JOHN J. ROBIRA, married and abiding with Ida Young, a resident of Jefferson Davis Parish, Louisiana;

MISS OLIVE TAYLOR, a femme sole, a resident of Los Angeles, California;

MRS. NAIN TAYLOR, wife of Earl H. Coleman, a resident of Fresno, California, and

LOUIS J. TAYLOR, a resident of Phoenix, Arizona, the last two (2) appearers being represented by the said Louis J. Taylor, as attorney in fact with power of attorney duly recorded in the Parish of Jefferson Davis, Louisiana, who appearers, himself and for herein for his said principals,

declare that they own lands in the Parish of Jefferson Davis in Section Thirty Nine (39), Township Ten (10) South, Range Three (3) West, and in Section Nineteen (19), Township Ten (10) South, Range Two (2) West, that the said John J. Robira owns ten (10) acres as herein described:

Beginning at a point 459 feet South of the corner between Section 18, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West, said corner being on the right descending bank of the Mermentau River; thence South 37 deg. West 368 feet to 1¼" Galv. pipe; thence, South 53 deg. East 272.4 feet to the line between Section 18, Township 10 South, Range 2 West and Section 39, Township 10 South, Range 3 West, 921 feet south of the corner between the two said sections; thence, South 53 deg. East 327.6 feet to 1¼" Galv. iron pipe; thence, North 37 deg. East 726 feet to a 1¼" galv. pipe on the right descending bank of the Mermentau River; thence, North 53 deg. West up the right descending bank of the Mermentau River 600 feet to a 1¼" galv. pipe; thence, South 37 Deg. West 358 feet to the point of beginning and containing ten (10) acres, located in Jefferson Davis Parish, Louisiana, save and except all oil, gas, sulphur , and other minerals in, on or under said ten (10) acres of land and/or which may be produced therefrom, which are specially reserved to grantors herein, their heirs or assigns.

That the said Louis J. Taylor, Miss Olive Taylor and Mrs. Nain Taylor Coleman own land in Section Nineteen (19), Township Ten (10) South, Range Two (2) West, and that all the rest of the land through which the said proposed road is to be constructed and maintained lies in the lands belonging to the said Albert Sidney Johnson and Adolphe C. Boudreaux, on what is known as "Johnson and Boudreaux Farm ", all in Jefferson Davis Parish, Louisiana, and West of the Mermentau River.

Appearers declare that they are desirous that the Police Jury of Jefferson Davis Parish, Louisiana, build and maintain a public road forty (40) feet wide, described as follows:

Beginning at a point on the hereto attached plat, which is made a part hereof, which plat was made by P. J. Letz, Surveyor, Crowley, Louisiana, and dated August 19, 1942 at a point on said map marked "Scott Heywood", near the Mermentau River, thence to proceed in a Northwesterly direction on a line designated as "Center line 25 feet, graded road" to a point designated on said map as "By Pass Road", thence in a Northwesterly direction to a gravel road indicated on said map between Sections Twelve (12) and Thirty Nine (39) Township Ten (10) Range Three (3) West,

NOW THEREFORE, the aforesaid Appearers declare that in consideration of One and No/100 ($1.00) Dollars, cash, paid to each of them, and the advantage accruing to them by the convenience of said road, they do hereby give and grant to the POLICE JURY OF JEFFERSON DAVIS PARISH, LOUISIANA, for public use and benefit as a public road, during all such time as said road may be used as a public road, the surface right to construct and maintain such road, said road to be a width of forty (40) feet from side to side.

It is hereby expressly understood and agreed that this act only conveys the right of way and servitude and is not intended to transfer any mineral, oil, gas or other rights, which are expressly reserved by the grantors, all of which may under lie such land.

It is further understood that the Police Jury is to maintain such road for the Public use, and that on their gailure to do so, or on their abandoning said road as such, the land is to automatically revert to the then land owners immediately adjoining same on both sides. That during such term as the road is maintained the Police Jury is to maintain the Cattle guard and gate across said road at a point in Section Thirty nine (39), East of the gravel road, which is shown on the hereto attached map.

To these presents also appeared the POLICE JURY OF JEFFERSON DAVIS PARISH,

LOUISIANA, acting through its duly authorized present Albert A. Hetzel, who accepts the above grant and right of way for the public, and he agrees same is to be used as a public road and for no other purposes, and that the terms and conditions imposed by the Grantors are hereby accepted and made part of this grant of right of way.

THUS DONE AND SIGNED by Albert Sidney Johnson, Adolphe C. Boudreaux and John J. Robira, at Jennings, Louisiana, on this the 25th day of August, A. D., 1942, in the presence of Charles A. Pitre and Cecile B. Onnner, competent witnesses, and by the said Louis J. Taylor, acting for himself, and as attorney in fact for his principals, Miss Olive Taylor, and Mrs. Nain Taylor Coleman, who signs the above at County of Maricopa , Phoenix, Arizona, on this the 31st day of August, A. D., 1942, in the presence of Ida Mae Taylor, and Harvey J. Wilson, competent witnesses, and to these presents also appeared Albert A. Hetzel President of the Police Jury of Jefferson Davis Parish, Louisiana, who accepts the above grant to right of way on the terms and conditions imposed therein and for the purposes there expressed at Jennings, Louisiana, on this the 17th day of September, A. D., 1942, in the presence of Adrien Augustine and Luma Bourgeois competent witnesses.

(SIGNED) ALBERT SIDNEY JOHNSON, ADOLPHE C. BOUDREAUX, JOHN J. ROBIRA.

WITNESSES: (SIGNED) CHARLES A. PITRE, CECILE B. CONNER.

(SIGNED) LOUIS J. TAYLOR, acting for himself and as attorney in fact for his principals MISS OLIVE TAYLOR, AND MRS. NAIN TAYLOR COLEMAN.

WITNESSES: (SIGNED) IDA MAE TAYLOR, HARRY J. WILSON.

POLICE JURY OF JEFFERSON DAVIS PARISH, LOUISIANA BY (SIGNED) ALBERT A. HETZEL, President,

WITNESSES: (SIGNED) ADRIEN AUGUSTINE, LUMA BOURGEOIS.

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

BEFORE ME, the undersigned authority, a Notary Public duly commissioned and qualifie in and for the aforesaid Parish and State, and in the presence of the undersigned witnesses, personally came and appeared ALBERT SIDNEY JOHNSON, ADOLPHE C. BOUDREAUX and JOHN J. ROBIRA who declared: That they have executed the above and foregoing grant of right of way to the Police Jury of the Parish of Jefferson Davis , Louisiana, for the purposes and under the terms and conditions as therein expressed, and of their own free will and accord.

SWORN TO and SUBSCRIBED before me, Notary, and in the presence of the undersigned lawful witnesses, at Jennings, Louisiana, on this the 25 day of August, A. D., 1942.

(SIGNED) ALBERT SIDNEY JOHNSON, ADOLPHE C. BOUDREAUX, JOHN J. ROBIRA.

WITNESSES: (SIGNED) CHARLES A. PITRE, CECILE B. CONNER.

(SIGNED) JENNETTE FREMAUX, Notary Public. (SEAL).

STATE OF ARIZONA

COUNTY OF MARICOPA

BEFORE ME, the undersigned Notary Public in and for County of Maricopa, Arizona, and in the presence of the lawful subscribing witnesses, personally came and appeared LOUIS J. TAYLOR, who being personally known to me, did declare on oath, that he executed the above and foregoing grant of right of way to the Police Jury of the Parish of Jefferson Davis, Louisiana, for himself and as attorney in fact for his principals MISS OLIVE TAYLOR of Los Angeles, California, and MRS. NAIN TAYLOR COLEMAN, wife of Earl H. Coleman, of Fresno, California, and that he executed the same for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me, Notary Public, and in the presence of the undersigned lawful witnesses, at Phoenix, Arizona, on this the 31st day of August, A. D., 1942.

(SIGNED) LOUIS J. TAYLOR.

WITNESSES: (SIGNED) IDA MAY TAYLOR, HARVEY J. WILSON.

(SIGNED) C. A. RHOADES, Notary Public. My com. expires 8/7/1946. (SEAL).

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

BEFORE ME, the undersigned Notary Public in and for Parish of Jefferson Davis Louisiana, and in the presence of the lawful subscribing witnesses, personally came and appeared ALBERT A. HETZEL, who being duly sworn, says: That he is the duly authorized President of the Police Jury of Jefferson Davis Parish, Louisiana, and by authority vested in him by the Police Jury he does hereby accept the above grant of right of way on the terms and conditions therein expressed.

SWORN TO AND SUBSCRIBED before me, Notary Public, and in the presence of the undersigned lawful witnesses, at Jennings, Louisiana, on this the 17 day of September, A. D., 1942.

(SIGNED) ALBERT A. HETZEL.

WITNESSES: (SIGNED) ADRIEN AUGUSTINE , LUMA BOURGEOIS.

(SIGNED) J. A. ST. GERMAIN, Notary Public. (SEAL).

PLAT ATTACHED TO ORIGINAL BUT NOT RECORDED.

FILED SEPTEMBER 25th, A. D., 1942. AT: 8:00 A. M.

RECORDED SEPTEMBER 25th, A. D., 1942. FILE NO. 139001. CLERK & EX OFFICIO RECORDER.

COLUMBUS PITRE, ET AL ,

T O

CHARLES TRAHAN ,

SALE OF LAND.

STATE OF LOUISIANA)
(KNOW ALL MEN BY THESE PRESENTS:
PARISH OF CALCASIEU)

THAT WE, COLUMBUS PITRE, a resident of Leesville, Vernon Parish, Louisiana; SEAMAN A. MAYO, married to Ruty Mayo, born Morrison, a resident of Lake Charles, La.; MRS. ANNA LEYDEN , born Lyons, formerly widow of C. Brent Richard, and now wife of Mike Leyden; ALBERT F. FRAZER, married to Harriet Frazer, born Meredith, individually and as Attorney in fact for Martha Daman, born Frazer wife of Park C. Daman, GEORGE HOLLINGSWORTH AND J. F. HOLLINGSWORTH, of the Parish of Calcasieu, State of Louisiana, for and in consideration of the sum of One Hundred & no/100 ($100.00) Dollars to us in hand paid by CHARLES TRAHAN, married to Fleta Trahan, born Broussard, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, with full subrogation to all of our rights and actions of warranty against all former owners and vendors , unto the said CHARLES TRAHAN a resident of Lake Arthur, Jefferson Davis Parish, and State of Louisiana, all that certain lot or parcel of land situated in the Town of Lake Arthur, Parish of Jefferson Davis, State of Louisiana, to-wit:

Lots Nineteen (19) to Twenty Three (23) inclusive, of Block Ten (10) of the original plat of the Town of Lake Arthur, La., as per plat recorded.

There is excepted and reserved unto the vendors herein from the tract above described an undivided 1/32nd royalty interest in all of the oil, gas and other minerals, except sulphur, which is hereby fixed at 25¢ per long ton, for sulphur, on, in or under the above described tract. The vendee herein shall have the right to lease said property without the consent of Vendors herein.

Taxes for 1941 are paid and for 1942 will be paid by the purchaser.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said purchaser and to his heirs and assigns forever, and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said Charles Trahan, his heirs and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof.

98/313

MRS. ROSA CASTEX BOUDREAUX

T O

H. M. NAYLOR

CONFIRMATION.

KNOW ALL MEN BY THESE PRESENTS: That,

I.

MRS. ROSA CASTEX BOUDREAUX, wife of Adolphe C. Boudreaux hereinafter sometimes referred to as "Colessor", is familiar with all of the terms and provisions of that certain oil, gas and mineral lease dated April 18, 1935, granted by Albert Sidney Johnson and Adolphe C. Boudreaux to Paul V. Tilbury, as Lessee, which is recorded in Conveyance Book 58, Page 386, Entry No. 87314 of the Records of Jefferson Davis Parish, Louisiana, covering the following described property situated in said Parish, to-wit:

1145.35 acres, more or less, being (a) Section 39 in Township 10 South of Range 3 West La. Mer., except that portion lying in triangular form West of the East boundary line of Section 14 if extended through said Section 39 (b) Lot 2 of Fractional Section 13 in Township 10 South of Range 3 West, La. Mer., (c) Section 17 in Township 10 South of Range 2 West, La. Mer., except the 328 acres, more or less of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey made by E. J. Mead, C. E., dated in 1921, it being understood, however, that there is included in this lease, two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres more or less, which two tracts were not included in the aforesaid sale to A. Alston & Co., and (d) Section 18 in Township 10 South of Range 2 West of the Louisiana Meridian, lying between the Southeast corner of the aforedescribed Section 39 on the West and the Mermentau River on the East; all as per plat showing the property herein leased, attached to the Act No. 81759 by which the lessors purchased the said property from Jean Castex, Jr., and which is recorded in Jefferson Davis Parish, Louisiana.

II.

That said Mrs. Rosa Castex Boudreaux, to the extent that she may now or hereafter own any interest in the above described property, does hereby ratify, confirm and adopt the above described oil, gas and mineral lease as her own act and deed and join therein as a colessor with the original lessors therein, to the same extent as if she had executed said lease in the first instance together with the above named lessors.

III.

This instrument is executed for and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid to her by H. M. Naylor, Assignee of said lease from Paul V. Tilbury, and said colessor acknowledges the receipt and sufficiency of said amount together with other valuable considerations moving from said Assignee to said colessor.

IV.

Said colessor does hereby authorize and direct said Howard M. Naylor and his successors and assigns in interest to pay any and all sums or benefits which may accrue to her under the terms of the above described lease to the original lessors named therein, or their assigns or successors in interest, and payments so made will maintain said lease in force according to its terms and provisions as to the interest, if any, which colessor may now or hereafter have in the above described property.

V.

The provisions hereof shall be binding upon the colessor above named and her heirs, personal representatives, successors and assigns, and shall inure to the benefit of H. M. Naylor

and his heirs, personal representatives, assigns and successors in interest.

IN TESTIMONY WHEREOF, witness my signature, effective as of April 18, 1935.

(SIGNED) MRS. ROSA CASTEX BOUDREAUX.

WITNESSES: (SIGNED) M. A. BOUDREAUX, L. A. FITCH.

STATE OF LOUISIANA :

PARISH OF JEFFERSON DAVIS :

BEFORE ME, the undersigned authority, on this day personally came and appeared L. A. Fitch, who, being sworn, acknowledged that he executed the above and foregoing instrument as a subscribing witness, and that it was executed by MRS. ROSA CASTEX BOUDREAUX in his presence and in the presence of the other subscribing witness.

(SIGNED) L. A. FITCH.

SWORN TO AND SUBSCRIBED before me, Notary Public, this 12th day of February, 1943.

(SIGNED) L. Z. TOUPS, NOTARY PUBLIC. (SEAL).

FILED MARCH 10th, A. D. 1943. AT: 8:00 A. M.

RECORDED MARCH 10th, A. D. 1943. FILE NO. 140598. CLERK & EX OFFICIO RECORDER.

M. N. STAFFORD, ET AL

T O

CAL.NATIONAL BANK IN L. C.

LEASE & RIGHT OF WAY

THIS AGREEMENT has been entered into on this 5th day of March, A. D. 1943, by and between the following parties, who have affixed their signatures thereto:

M. N. STAFFORD and WALLACE H. ADAMS, residents of the Parish of Jefferson Davis, State of Louisiana, who own the Southwest quarter (SW¼) of Section Fourteen (14), Township Ten (10) South, Range Three (3) West, Louisiana Meridian, and CALCASIEU NATIONAL BANK IN LAKE CHARLES, herein represented by S. Arthur Knapp, Secretary to the Trustees, who are owners of lands in Sections Ten (10) and Fifteen (15), Township Ten (10) South, Range Three (3) West, Louisiana Meridian.

The Jennings-Norwood Canal comes onto the land owned by M. N. Stafford and Wallace H. Adams approximately seven hundred (700) feet East of the Northwest corner of his land and runs in a Southwesterly direction until it enters on the lands of Myrick Morgan, thereby cutting off a tract of approximately eight (8) acres of the M. N. Stafford and Wallace H. Adams land from the main part of their farm.

The said Bank can irrigate their lands in Sections Ten (10) and Fifteen (15), Township Ten (10) South, Range Three (3) West, Louisiana Meridian, by taking water across the above mentioned eight (8) acre tract, by putting a relift on the Jennings-Norwood Canal, after it enters on the lands of M. N. Stafford and Wallace H. Adams.

The said M. N. Stafford and Wallace H. Adams hereby agree to lease to the said Bank for a period of five (5) years, with the privilege of a five (5) year extension, or renewal, that certain strip of land forty (40) feet in width, and extending from the West line of their property to the right-of-way of the Jennings-Norwood Canal, a distance of approximately seven hundred (700) feet, it being expressly understood and agreed that a canal or lateral for the carrying of water across this land will be built by the said Bank or its tenant, and that they shall use a pump site on the East end of this strip of land for the purpose of relifting the said irrigation water into the above mentioned lateral, and that this forty (40) foot canal shall be built along the South side of the said M. N. Stafford and Wallace H. Adams private road that runs East and West along the North line of their property from the State gravelled road on the West line of the M. N. Stafford and Wallace H. Adams property to the said right-of-way of the Jennings-Norwood Canal right-of-way, subject to the following terms and conditions:

deposes and says:

That he is one of the attesting witnesses to the above and foregoing contract, and that same was duly executed in his presence and that of N. Blessington, the other attesting witness, by the parties thereto on the date therein stated. (SIGNED) CHAS. R. HOUSSIERE.

SUBSCRIBED AND SWORN TO before me at Jennings, Louisiana, on this 5th day of May, A. D., 1943.

(SIGNED) A. A. AYO, Notary Public. (SEAL).

FILED MAY 17th, A. D., 1943. AT: 8:00 A. M.

RECORDED MAY 17th, A. D., 1943. FILE NO. 141401. CLERK & EX OFFICIO RECORDER.

A. S. JOHNSON, ET AL ,

T O

CONTINENTAL OIL COMPANY ,

RIGHT OF WAY.

RIGHT OF WAY GRANT

FOR And IN CONSIDERATION of the sum of One Hundred Twenty one 50/100 Dollars ($121.50) in hand paid the receipt of which is hereby acknowledged, A. S. Johnson and A. C. Boudreaux hereinafter referred to as Grantor, (whether one or more) does hereby grant unto Continental Oil Company, a corporation , hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, alter, repair, operate, remove and relay a pipe line, or pipe lines, for the transportation of oil and gas products and by products thereof, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations , and to erect, maintain, inspect, repair, operate and remove, upon a single line of poles, with necessary anchorage and appurtenances, telephone, telegraph or electrical lines, or any of them, over , through, upon, under and across the following described land in Jefferson Davis, Parish, State of Louisiana, to-wit:

All of Section 39 Twp. 10 South, Range 3 West and all of Sec. 17, Twp. 10 South, Range 2 West.

Together with the rights of ingress, egress and regress to and from said line or lines, or any of them, for the purpose aforesaid. Grantor to have the right to fully use and enjoy the above described premises, except as to the rights hereinbefore granted; and Grantee hereby agrees to pay any damages which may arise to crops, pasturage, timber, fences or buildings of said Grantor from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor, one by Grantee, and the third by the two so appointed, and their written determination of amount to be final and conclusive.

Should more than one pipe line be laid under this grant, at any time, an additional consideration, calculated on the same basis per lineal rod as the consideration hereinabove recited, shall be paid for each line so laid after the first line.

Grantee shall bury pipe lines below plow depth.

TO HAVE AND TO HOLD said servitude, rights, and rights of way unto the said Grantee, its successors and assigns.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect to the subject matter hereof not herein expressed, and this deed contains the entire contract.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS our signatures hereto in the presence of CHARLES A. PITRE and J. LEE COCHRAN, competent witnesses at JENNINGS, Louisiana, this 20th, day of April 1943.

(SIGNED) A. S. JOHNSON, A. C. BOUDREAUX.

WITNESSES: (SIGNED) J. LEE COCHRAN, CHARLES A. PITRE.

PARISH OF JEFFERSON DAVIS.

BEFORE ME, a duly commissioned and qualified Notary Public in and for said Parish and State, personally came and appeared CHARLES A. PITRE, who being duly swonn and on oath, deposes and says:

That he is one of the attesting witnesses to the above and foregoing contract, and that same was duly executed in his presence and that of J. Lee Cochran, the other attesting witness, by the parties thereto on the date therein stated.

(SIGNED) CHARLES A. PITRE.

Subscribed and sworn to before me at Jennings, Louisiana, on this 20th day of April, A. D., 1943.

(SIGNED) L. Z. TOUPS, Notary Public. (SEAL).

FILED MAY 17th, A. D. 1943. AT: 8:00 A. M.

RECORDED MAY 17th, A. D. 1943. FILE NO.141402. CLERK & EX OFFICIO RECORDER.

ACADIA DEVELOPMENT CO.INC.

T O

CONTINENTAL OIL COMPANY,

RIGHT OF WAY

RIGHT OF WAY GRANT

FOR AND IN CONSIDERATION of the sum of Thirty-Nine and 25/1 Dollars ($39.25), in hand paid, the receipt of which is hereby acknowledged, ACADIA DEVELOPMENT COMPANY, INC. hereinafter referred to as Grantor, (whether one or more), does hereby grant unto CONTINENTAL OIL COMPANY, a corporation, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, alter, repair, operate, remove and relay a pipe line, or pipe lines, for the transportation of oil and gas and products and by-products thereof, water and other substances and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, and to erect, maintain, inspect, repair, operate and remove, upon a single line of poles, with necessary anchorage and appurtenances, telephone, telegraph or electrical lines, or any of them, over, through, upon, under and across the following described land in Jefferson Davis Parish, State of Louisiana, to-wit:

Section 12, Twp. 10 south, Range 2 West.

Together with the rights of ingress, egress and regress to and from said line or lines, or any of them, for the purpose aforesaid. Grantor to have the right to fully use and enjoy the above described premises, except as to the rights hereinbefore granted; and Grantee hereby agrees to pay any damages which may arise to crops, pasturage, timber, fences or buildings of said Grantor from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor, one by Grantee, and the third by the two so appointed, and their written determination of amount to be final and conclusive.

Should more than one pipe line be laid under this grant, at any time, an additional consideration, calculated on the same basis per lineal rod as the consideration hereinabove recited shall be paid for each line so laid after the first line.

Grantee shall bury pipe lines below plow depth.

TO HAVE AND TO HOLD said servitude, rights, and rights of way unto the said Grantee, its successors and assigns.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect to the subject matter hereof not herein expressed, and this deed contains the entire contract.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

102/589

ALBERT JOHNSON, ET AL,

TO

HOWARD M. NAYLOR,

RECEIPT.

THE STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

WHEREAS ALBERT SIDNEY JOHNSON and ADOLPHE C. BOUDREAUX, of Acadia Parish, Louisiana, entered into a certain Oil and Gas lease, as Lessors, with Paul V. Tilbury, of Jefferson County, Texas, as lessee on April 18, 1935, said Lease covering 1145.35 acres of land in Jefferson Davis Parish, Louisiana, and Whereas said Lease was transferred from Paul V. Tilbury to Howard M. Naylor, of Houston, Harris County, Texas, and said Naylor being the present owner and holder of said leasehold interest: and

Whereas, the said Howard M. Naylor, has paid the said Albert Sidney Johnson and Adolph C. Boudreaux the sum of Twenty two Hundred and Ninety One Dollars ($2291.00) as rental in advance for one year from January 1, 1944, to January 1, 1945 in accordance with the terms of the said lease.

NOW, THEREFORE, premises considered, we, the said Albert Sidney Johnson and Adolphe C. Boudreaux, acknowledge the receipt of the said Twenty Two Hundred and Ninety One Dollars ($2291.00) and her now accept the same as rental in advance for one year, from January 1, 19, to January 1, 1945, payable under the provisions of the said lease, and in consideration of said payment we, and each of us, here now acknowledge the said lease as now in full force and effect, according to the terms thereof, and that the said Howard M. Naylor, as owner of the said leasehold, has fully complied with all of the provisions, terms and conditions of the said lease.

IN TESTIMONY WHEREOF witness our hands in duplicate originals this 31 day of December 1943.

(SIGNED) ALBERT SIDNEY JOHNSON, ADOLPH C. BOUDREAUX.

(SIGNED) CHARLES A. PITRE, MIRIAM M. ANDRUS, WITNESSES:

The state of Louisiana

Parish of Jefferson Davis

Before me, L. Z. Toups, a Notary Public in and for Jefferson Davis Parish, State of Louisiana, on this 31 day of December, 1943, personally came and appeared Alber Sidney Johnson and Adolphe C. Boudreaux, who in the presence of me, said authority and Charles A. Pitre and Miriam M. Andrus competent witnesses, declared and acknowledged that they are the identical persons who executed the foregoing instrument in writing, that their signatures thereto are their own true and genuine signatures, and that they executed said instrument of their own free wills and for the purposes and considerations therein expressed.

Thus done and past on the day and date herein before written, in the presence of the before named and undersigned competent witnesses, who have hereunto subscribed their names together with said appearances and me, said Notary, after reading the whole.

(SIGNED) ALBERT SIDNEY JOHNSON, ADOLPH C, BOUDREAUX.

(SIGNED) CHARLES A. PITRE, MIRIAM M. ANDRUS.

(SIGNED) L. Z. TOUPS, Notary Public. (SEAL).

FILED DECEMBER 31st, A. D., 1943. AT: 10:00 A. M.

RECORDED DECEMBER 31st, A. D., 1943. FILE NO. 143356, CLERK & EX OFFICIO RECORDER.

108 /207

ELTON J. LeGROS

T O

ALEXSON DOUCET ET AL

SALE OF LAND

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that ELTON J. LeGROS, a resident of the Parish of Jefferson Davis, State of Louisiana, who is married to and abides with Eula Shoaf, for and in consideration of the price and sum of THREE HUNDRED AND NO/100 ($300.00) DOLLARS, cash in hand paid, receipt of which is hereby acknowledged and full discharge granted therefor, does by these presents grant, bargain, sell, assign, convey and deliver unto ALEXSON DOUCET, husband of Odile Fusilier, and MRS. ODILE DOUCET, born Fusilier wife of Alexson Doucet, both residents of the Parish of St. Mary, State of Louisiana, all and singular the following described property situated in the Parish of JEFFERSON DAVIS, State of Louisiana, to-wit:

Lots Seven (7) and Eight (8) of Block One (1) of Cotton's Subdivision to the Town of Jennings, Louisiana, and being a part of the Northeast Quarter of the Southeast Quarter of Section Twenty-seven (27), Township Nine (9) South, Range Three (3) West Louisiana Meridian; and being the same property acquired by Vendor herein from E.D. Reynolds by deed dated June 2, 1941.

TO HAVE AND TO HOLD the above described property, together with all and singular the buildings and improvements thereon and the rights and appurtenances thereunto in anywise belonging, unto the said purchasers and to their heirs and assigns forever, with full and general warranty of title and with full substitution and subrogation to all of Vendor's right and actions of warranty against all former owners and vendors.

WITNESS my hand at Jennings, Louisiana, in the presence of Melvin LeJeune and Elizabeth R. Baker, competent witnesses, on this the 26th day of December, A.D., 1944. (SIGNED) ELTON J. LeGROS, ELTON J. LeGROS. WITNESSES: (S) MELVIN LeJEUNE, ELIZABETH R. BAKER.

.55¢ U.S. DOC. STAMPS AFFIXED TO ORIGINAL AND CANCELLED.

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

On this 26th day of December, 1944, before me personally appeared ELTON J. LeGROS to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF I have hereunto affixed my official signature and seal at Jennings, Louisiana, on the day and date above written. (S) ELTON J. LeGROS. (S) W.H. ADAMS, Notary Public. (SEAL).

FILED: DEC. 26, A.D. 1944 AT: 3:45 P.M.

RECORDED: DEC. 26, A.D. 1944 FILE NO. 147241 CLERK & EX OFFICIO RECORDER

ALBERT S. JOHNSON ET AL

T O

H.M. MAYLOR

R E C E I P T

STATE OF LOUISIANA

PARISH OF ACADIA

WHEREAS, ALBERT SIDNEY JOHNSON and ADOLPHE C. BOUDREAUX of Acadia Parish, Louisiana, entered into a certain Oil and Gas lease as Lessors, with Paul V. Tilbury of Jefferson County, Texas, as Lessee, on April 18, 1935, said Lease covering 1145.35 acres of land in Jefferson Davis Parish, Louisiana; and Whereas said Lease was transferred from Paul V. Tilbury to Howard M. Maylor, of Houston, Harris County, Texas, and said Maylor being the present owner and holder of said leasehold interest; and

WHEREAS, the said Howard M. Maylor has paid the said Albert Sidney Johnson and Adolphe C. Boudreaux the sum of Six Hundred Seventy-eight and no/100 ($678.00) Dollars as rental in advance for the period from January 1, 1945, to April 18, 1945, both dates inclusive, in

accordance with the terms of said lease.

NOW THEREFORE, premises considered, we, the said Albert Sidney Johnson and Adolphe C. Boudreaux, acknowledge the receipt of the said sum of Six Hundred Seventy-eight ($678.00) and no/100 Dollars, and here now accept the same as rental in advance for the period from and including January 1, 1945, to and including April 14, 1945, and in consideration of said payment, we and each of us, here now acknowledge the said lease as now in full force and effect, according to the terms thereof, and that the said HOWARD H. NAYLOR, as owner of the said leasehold, has fully complied with all of the provisions, terms and conditions of the said lease.

IN TESTIMONY WHEREOF, witness our hands in duplicate originals on this 23rd day of December, 1944. (S) ALBERT SIDNEY JOHNSON, ADOLPHE C. BOUDREAUX. WITNESSES: (S) MRS. JOHN L. THURBER, MISS KATHRYN BAGLEY.

STATE OF LOUISIANA

PARISH OF ACADIA

On this 23rd day of December, 1944, before me personally appeared - ALBERT SIDNEY JOHNSON and ADOLPHE C. BOUDREAUX, to be known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. (SIGNED) ALBERT SIDNEY JOHNSON, ADOLPHE C. BOUDREAUX.

IN TESTIMONY WHEREOF I have hereunto affixed my official signature and seal at Jennings, Louisiana, on the day and date above written. (S) JOHN J. ROBIRA, Notary Public. (SEAL).

FILED: DEC. 26, A.D. 1944 AT: 4:30 P.M.

RECORDED: DEC. 26, A.D. 1944 FILE NO. 147243 CLERK & EX OFFICIO RECORDER.

THE TEXAS COMPANY
(C.A. STORER)

T O

ALBROSE PERKINS

R E L E A S E

RELEASE - LOUISIANA

STATE OF LOUISIANA Number 94369

PARISH OF JEFFERSON DAVIS

The TEXAS COMPANY, in consideration of $1.00 cash, and other valuable considerations, receipt of which is acknowledged, hereby releases, relinquishes and forever quit-claims any and all rights whatsoever now held or claimed by it under the following oil and gas lease:

Dated the 8th day of April, 1943, executed to C.A. STORER by AMBROSE PERKINS, recorded in Volume 99 on page 36, Conv. Records of Jefferson Davis Parish, Louisiana, covering the following described land: 120 acres, S2NE4 Sec. 32, SW4 NW4 Sec. 33, T. 8 S., R.3 W. Jefferson Davis Parish, Louisiana.

IN FAITH AND EVIDENCE WHEREOF, this instrument is signed and acknowledged by the said THE TEXAS COMPANY, acting by and through R.C. STEWART, its Attorney-in-Fact and hereunto duly authorized by it, in the presence of W.H.Forman and Eva Jacob, competent witnesses, and before me, the undersigned Notary Public, on this the 15th day of December, 1944. THE TEXAS COMPANY, By R.C.STEWART, Attorney-in-Fact. WITNESSES: (S) W.H. FORMAN, EVA JACOB. (SIGNED) ROLAND L. WELCKER, Notary Public, Parish of Orleans, State of La. My commission is issued for life.(SEAL).

The undersigned, as the owner of the land covered by the above described lease or agreement, hereby accept the foregoing release thereof. (S) AMBROSE PERKINS. WITNESSES: (S) L.C. TOUPS, CHARLES A. PITRE.

FILED: DEC. 27, A.D. 1944 AT: 11:00 A.M.

RECORDED: DEC. 27, A.D. 1944 FILE NO. 147249 CLERK & EX OFFICIO RECORDER.

108/S 20

STATE OF LOUISIANA,
PARISH OF ACADIA.

I hereby certify that the above and foregoing is a true and correct copy of Original Act No. 186185 on file and of record in this Office in Mortgage Book No. ---- Page ---- and in Conveyance Book No. A-8 page 87 et seq., of date 12/26/44 1944 at 8:30 o'clock A. M.

Witness my hand and seal of office at Crowley, Acadia Parish, Louisiana, this the 26 day of December, A.D. 1944.

(SIGNED) A. S. BERRY, DY. CLERK, (SEAL).

FILED: JANUARY 10TH, A. D. 1945. AT: 8:00 A. M.

RECORDED: JANUARY 10TH, A. D. 1945. FILE NO. 147470. CLERK & EX OFFICIO RECORDER.

A. S. JOHNSON, ET AL,

TO

H. M. NAYLOR,

LEASE.

AGREEMENT, made this 30 day of December, 1944, between A. S. JOHNSON and ADOLPHE C. BOUDREAUX, residents of Acadia Parish, Louisiana, and JOHN J. ROBIRA, a resident of Jefferson Davis Parish, Louisiana, Lessor (whether one or more), and H. M. NAYLOR, a resident of Harris County, Texas, Lessee, WITNESSETH:

1. Lessor in consideration of Fifty and no/100 ($50.00) Dollars in hand paid, and of the covenants and agreements hereinafter contained on the part of Lessee, hereby grants, leases and lets unto the Lessee for the purpose and with the exclusive right of exploring, drilling, mining, and operating for, producing, and owning oil, gas sulphur and allother minerals and of laying pipe lines and of building tanks, telephone lines, power stations, houses for employees and other structures thereon, to produce, save, treat, transport and take care of said products, and for access to and operations on adjacent lands, the following described land in Jefferson Davis Parish, Louisiana, to-wit:

Beginning at a point 459 feet South of the corner between Section 18, Township 10, South, Range 2 West, and Section 39, Township 10 South, Range 3 West, said corner being on the right descending bank of the Mermentau River; thence South 37 deg. West 369 feet to 1¼" galv. pipe; thence, South 53 deg. East 272.4 feet to the line between Section 18, Township 10 South, Range 2 West and Section 39, Township 10 South, Range 3 West, 921 feet South of the corner between the two said sections;thence, South 53 deg. East 327.6 feet to 1¼" galv. iron pipe; thence, North 37 deg. East 726 feet to a 1¼" galv. pipe on the right descending bank of the Mermentau River; thence, North 53 deg. West up the right descending bank of the Mermentau River 600 feet, to a 1¼" galv. pipe; thence, South 37 deg. West 358 feet to the point of beginning, and containing ten (10) acres, located in Jefferson Davis Parish, Louisiana.

This lease shall cover not onlythe above described land, but also any and all other land owned or claimed by Lessor, by prescription or otherwise, in said section or sections in which the above described land is situated, or in adjoining sections and adjoiming the above described land. Lessor agrees to execute and deliver such supplemental or amended leases as may be necessary for such purposes. For all purposes hereunder, this lease shall be considered to comprise ten (10) acres, even though it actually comprises more or less.

2. This Lease shall be for a term of five (5) years from this date (called "primary Term") and so long thereafter as oil, gas, sulphur or other mineral is produced from said land, or drilling, or reworking operations are prosecuted, as is hereinafter provided.

3. As royalty, Lessee covenants and agrees:

(a) To deliver to the credit of Lessor, free of cost,in the pipe line to which the wells may be connected, the equal one-eighth part of all oil produced and saved by Lessee from said land or from time to time, at the option of Lessee, to pay Lessor the average posted price of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil.

(b) To pay Lessor on gas and casinghead gas produced from said land and sold or used by Lessee off the land, or in the manufacture of gasoline or other products, the market value at

credits will be made to the joint account by Operator, and both credits shall appear in the same monthly operating statement.

(4) Sales to outsiders of major materials shall be made only with the consent of Non-operator as to both terms and price and where made the proceeds shall be credited by Operat to the joint account at the full amount collected from vendee. Any claism by vendee for defective materials or otherwise shall be charged back to the joint account, if and when paid by Operator.

IV. BASIS OF PRICING MATERIALS TRANSFERRED FROM JOINT ACCOUNT.

Materials and equipment purchased by either Operator or Non-operator, or divided in kir between them, unless otherwise agreed, shall be valued on the following basis of conditinn a price; (New price as used in the following paragraphs shallhave the same meaning and applica tion as that used above in Section II: "Basis of Charges to Joint Account.")

(1) New Materials: (Condition "A") being new equipment or supplies purchased or procure for the joint property but never used thereon: at 100% of current new prices.

(2) Good Secondhand Materials; (Condition "B") being good serviceable materials which a further usable without repair, at:

(a) 75% of current new prices, if materials were new when originally charges to the joi property.

(b) 75% of current new prices less depreciation consistent with their usage on and serv to the joint property, if materials were originally charged to the joint property as second-hand at 75% of new prices.

(3) Other Used Materials: (Condition "C") being materials further usable for their original function only after repair and reconditioning; at 50% of current new prices.

(4) Bad Order Materials; (Condition "D") being materials not further usuable for their original function but for possible other service; at 25% of current new prices.

(5) Junk: (Condition "E") being obsolete and unserviceable materials; at prevailing junk prices in the district. Where practicable, junk should be disposed of at the joint property.

(6) Temporarily Used Materials: When the use of certain items of equipment on the joint property has been only temporary, and the time of actuallyuse thereon does not justify the deduction of depreciation as listed in (a) and (b) of Paragraph (2) hereof, such materials will be priced on a basis that will lease a net charge against the joint account consistent with the service rendered and adequate for the time the materials were in use.

V. INVENTORIES.

(1) Periodic inventories shall be taken by Operator of the materials and equipment on th joint property, which shall include such materials and equipment as are ordinarily considered controllable by operators of oil and gas properties.

(2) Notice of intention to take inventory shall be given by Operator to Non-operator a we before any inventory is to begin, so that Non-Operator may be represented when any inventory is being taken.

(3) Special inventories shall be taken whenever there is any sale or change of interest in the joint property, and it shall be the duty of the party selling to notify the other party as quickly as possible after the transfer of interest takes place. In such cases both the sell and the purchaser shall be represented and shall be governed by the joint inventory.

(4) If the initial test on the joint property is a dry hole and no further tests thereon are immediately contemplated, Non-operator may require that an inventory be taken of all materials as soon as the casing has been recovered from the well and that the materials be classi before any materials are removed from the joint property by Operator or otherwise disposed of.

(5) Failure of Non-Operator to be represented at the physical inventory shall bind it to accept the inventory taken by Operator who shall in that event furnish Non-Operator with a co thereof.

(6) Reconciliation of inventory with charges to the joint account shall be made by each party at interest, and a list of overages and shortgages shall be jointly determined by Operator and Non-operator.

(7) Inventory adjustments shall be made by Operator on the joint account for overages and shortgages, but Operator shall only be held accountable to Non-operator for shortgages due to lack of reasonable diligence.

the mouth of the wells, of one-eighth of the gas or casinghead gas so used or sold. On all gas or casinghead gas sold at the wells the royalty shall be one-eighth of the amount realized from such sales. Lessor shall have the right, by assuming allrisk and expense, to make connection with, and use gas from, any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

(c) To pay Lessor One ($1.00) Dollar per long ton (2240 pounds) on all sulphur produced and marketed from the land hereby leased.

(d) To pay Lessor on all other minerals mined and marketed by Lessee from said land, one-eighth either in kind or value at the well or mine at Lessee's election.

If, while this lease is in effect, oil or gas be discovered on said land which cannot be profitably produced for lack of a market at the well or wells, Lessee may pay to Lessor $100.00 as royalty for each such well, on or before the first day of January of each year after production thereof ceases for lack of a market, until the production thereof can be profitably marketed by Lessee, and while such royalty is so paid such well or wells shall be considered as producing in commercial quantities for all purposes hereunder.

4. If operations for the drilling of a well be not commenced on said land on or before the 30th day of December, 1945, this lease shall terminate, unless Lessee on or before that date pays to the Lessor a rental of Fifty and No/100 Dollars, which payment shall cover the privilege of deferring commencement of operations for the drilling of a well for twelve months from said date. In like manner and upon like payments, during the primary term, the commencement of such operations may be further deferred for like periods of the same number of months successively. Such rental payments may be made to the Lessor by Lessee paying or tendering the same to Lessor, or depositing or tendering for deposit to the credit of Lessor in the Calcasieu-Marine Nat'l Bank of Lake Chas. Bank at Jennings, Louisiana, and such bank and its successors, being hereb constituted Lessor's agent, shall continue as the depository therefor, regardless of changes in ownership of such rentals. Should the named depository bank, or any successor, refuse to receive rentals or cease to do business, or its business be taken over by another bank, Lessor shall, by delivery to Lessee a good and sufficient recordable instrument designate another bank as depository, and the time for the payment of rentals shall be automatically extended until 30 days after another depository is so designated. The mailing of the check or draft of Lessee to Lessor or the depository bank, on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's rights in force and effect. Failure to pay or tender rentals in accordance with the provisions hereof, as to any part of the land, shall be constured as a relinquishment as to that part only and shall not affect the validity of this lease on any part of the land for which rentals are paid or tendered.

5. If on any rental date there be neither operations in progress for the drilling of a well or reworking operations on said land, nor production therefrom, this lease shall not terminate if Lessee on or before said date shall make or resume the payment of rentals as herein set forth; provided, if such operations be abandoned within a period of ninety (90) days prior to any rental date or if production ceases within such ninety (90) days' period, Lessee shall have a period of ninety (90) days after such abandonment of operations or cessation of production within which to commence reworking operations or operations for the drilling of another well, or within which to make said rental payment, and the commencement of such operations or the payment of such rental within said ninety (90) days' period shall have the same effect as though commenced or paid on or before said rental date. Wherever used in this lease, "Reworking Operations" shall be defined as reconditioning, deepening, plugging, back,cleaning out or otherwise attempting in good faith to increase or restore production in a well.

6. If at the expiration of the primary term of this lease, oil, gas, sulphur or other mineral is not being produced on said land, but Lessee on or before that date commences re-

working operations or operations for the drilling of a well in search of such products, then this lease shall continue in force so long as such operations are being continuously prosecuted on said land; and such operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the rilling or reworking of a subsequent well. If, as a result of any such operations, oil, gas, sulphur, or other minerals be found and produced or the production of any of the same be restored, this lease shall continue in force so long as any of them is produced.

7. If, oil, gas, sulphur or other minerals is being produced or is obtained from said land after the expiration of the primary term hereof and said production shall for any reason cease or terminate, Lessee shall have the right at any time within ninety (90) days from the cessation of such production to resume drilling or reworking operations in the effort to make the land again produce oil, gas, sulphur or other minerals, in which event this lease shall remain in force so long as such operations are continuously prosecuted, as defined in the preceding paragraph, and if they result in production of oil, gas, ulphur or other minerals, so long thereafter as any of them is produced.

8. If Lessor owns less than the entire undivided interest in said land, or mineral or royalty rights relating thereto (whether Lessor's interest is herein specified or not), then the royalties, rentals and other moneys herein provided for may be paid Lessor only in the proportion which Lessor's interest, if any, bears to the whole thereof.

9. Lessee shall have the use,free from royalty, of oil and gas produced from said land in all operations hereunder and for repressuring the oil and gas bearing formations, and for the latter purposes such gas may be injected at any point upon said land or on any other land upon the same structure or in the same pool. Lessee shall have the right to use,free of cost, water from said land for all operations hereunder, except water fro wells of Lessor, and shall also have the right to inject water, brine and other fluids into subsurface strata. When requested by Lessor, Lessee will bury its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor, Lessee shall pay for damages caused by its operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing.

10. The rights of either party hereto may be assigned in whole or in part and as to any mineral. All the covenants, obligations and considerations of this lease shall extend toand be binding upon the parties hereto, their heirs, executors, administrators, successors, assigns and successive assigns. No change or division whatsoever, and howsoever arising or effected, in the ownership of said land, royalties, delay rentals or other moneys shall operate to increase the obligations or diminish the rights of Lessee hereunder; and notwithstanding any other actual or constructive knowledge of or notice to Lessee thereof, no such change or division shall be binding upon Lessee unless and until thirty days after written notice, thereof from both Lessor and Lessor's successors and assigns, in which all such parties in interest concur, and certified copies of recorded transfers or assignments, in the event such division or change is accomplished in such manner, shall have been delivered to the record owner of the lease at its principal place of business. Where any such change is the result of death, minority, or disability from any cause of any person, no such change in ownershipshall be binding on Lessee until thirty days after Lessee is furnished satisfactory proof that an appropriate representative has been appointed by a court of competent jurisdiction, or until deposit or tender for deposit such rental to the credit of such person in the depository above named. If the ownership of the royalties becomes changes into separate, divided portions of said land, Lessee shall not be required to offset wells on such separate tracts or portions, or to furnish upon or as to any

such tract or portion separate measuring or receiving tanks. In event of assignment of this lease as to any segregated part of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners, ratably according to the surface area of each and default in rental payment or in performance of obligations hereunder by one shall not affect the rights of, or impose any obligations on, other leasehold owners hereunder. If ten or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to redeive payment for all.

11. In case of cancellation or termination of this lease for any cause whatsoever, the o lease shall, nevertheless, remain in force and effect as to forty(40) acres as nearly in the form of a square as practicable, to be designated by Lessee, around each oil or gas well or mine producing, drilling or being worked only with the well or mine in the center thereof as near as may be, provided, however, that in the event the Department of Conservation of Louisiana, or other governmental agency having jurisdiction, prescribed a spacing pattern for the orderly development of the field or allocates a producing allowable based on acreage per well, the lease shall, nevertheless, remain in force and effect as to a tract of land, designated by Lessee, in the manner above provided, containing the maximum number of acres so prescribed or allocated and in effect at the time of such cancellation or termination, even though same should exdeed forty (40) acres.

12. In the event Lessor considers that Lessee hs not complied with allits obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. If within sixty (60) days after receipt of such notice, Lessee shall meet or commence to meet the breaches alleged by Lessor, Lessee shall not be deemed in default hereunder. The service of said notice and the lapse of sixty (60) days without Lessee meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause hereunder. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breache shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

13. Notwithstanding anything herein to the contrary, Lessee may, at any time and from time to time, execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described land, or any mineral or horizon thereunder, and thereby surrender this lease as to such portion or portions or as to such mineral or horizon, and be relieved of all obligations and rentals as to the acreage, mineral or horizon surrendered.

14. In the event a well or wells producing oil in paying quantities should be brought in on adjacent lands not owned by the Lessor and within three hundred fifty (350) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. This lease shall be binding upon all who execute it, whether or not named in the body hereof as Lessors, and without regard to whether this same instrument, or any copy hereof, shall be executed by all of the Lessors named above.

15. If any operation permitted or required hereunder or the performance by Lessee of any covenants, agreement or requirement hereof is delayed or interrupted, directly or indirectly, by any past or future acts, orders, regulations, or requirements of the government of the United States or of any state or other governmental body, or any agency, officer, representativ or authority of any of them, or by any other similar or dissimilar cause beyond the control of Lessee, the period of such delay or interruption shall not be counted against Lessee, and the primary term of this lease shall automatically be extended after the expiration of the primary

term set forth in section 2 above so long as such delays or interruptions continue and for a period of six (6) months thereafter, and such extended term shall constitute and shall be considered for all purposes of this lease as a part of the primary term hereof; provided, however, in no event shall the primary term as extended continue longer than Six (6) years from the date hereof. The provisions of section 4 above relating to the payment of delay rentals shall in all things be applicable to the primary term as extended hereby just as if such extended term were (as it shall be) a part of the original primary term fixed in section 2. The Lessee shall not be liable to Lessor in damages for failure to perform any operation permitted or required hereunder or to comply with any covenant, agreement or requirement hereof during the time Lessee is relieved from the obligation so to do. In determining whether Lessee has used reasonable diligence wherever required by any obligation of this lease, expressed or implied, or otherwise failed to comply with any obligation hereof, the causes of delay in this paragraph set forth shall not be exclusive of any other cause or causes which may exist.

16. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee shall have the right at any time to pay or reduce for Lessor, either before or after maturity, any mortgages, taxes or other liens or interest and other charges on said land and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments due or which may become due to Lessor and/or assigns under this lease.

IN TESTIMONY WHEREOF, we sign as of the day and year first above written.

(SIGNED) A. S. JOHNSON, A. C.BOUDREAUX, JOHN J. ROBIRA.

WITNESSES: (SIGNED) KATHRYN BAGLEY, W. L. CRIPPEN.

INDIVIDUAL ACKNOWLEDGMENT.

STATE OF LOUISIANA,

PARISH OF JEFFERSON DAVIS.

On this 30th day of December, 1944, before me personally appeared A.S. Johnson, A. C. Boudreaux, & John J. Robira, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

(SIGNED) MIRIAM R. ROBBINS, NOTARY PUBLIC. (SEAL).

FILED: JANUARY 10TH, A. D. 1945. AT: 8:00 A. M.

RECORDED: JANUARY 10TH, A. D. 1945. FILE NO. 147472. CLERK & EX OFFICIO RECORDER.

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CALCASIEU NATIONAL BANK OF LAKE CHARLES

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CALCASIEU NATIONAL BANK IN LAKE CHARLES

A F F I D A V I T

Minutes of a Special Meeting of the Board of Directors of the Calcasieu National Bank of Lake Charles, held at Lake Charles, Louisiana on August 28, 1931.

* * * * * * * * * * * *

"BE IT KNOWN that this contract entered into by and between the Calcasieu National Bank of Lake Charles (herein known as first party) and the Calcasieu National Bank in Lake Charles (herein known as second party) both banking corporations organized under the laws of the United States of America, and authorized by resolution of the Board of Directors of each of said banks;

WITNESSETH

The said first party and the said second party having agreed to consolidate under the name and title of the Calcasieu National Bank in Lake Charles, it is hereby agreed that the said consolidated bank shall, and does hereby, take over and assume all of the liabilities, debts, and obligations, except liabilities to stockholders for capital stock, of the said first party, and the said consolidated bank shall become the owner of all the property and assets of the said first party, as listed on Schedule "B", The assets, property, rights and creditslisted upon Schedule "A", and all other assets of said first party not listed upon Schedule "B", but which have been heretofore set aside as property to be held by a Trustee for the benefit of the stockholders of the said first party, shall be held by said Trustee without distribution until January 2, 1933.

Upon demand of the Board of Directors of the Consolidated Bank, prior to January 2, 1933, the said Trustee shall be obligated to substitute any or all of the assets so trusteed for any or all of the assets listed upon Schedule "B", or for obligations or liabilities not shown upon the books of the first party, which the second party may be legally required to pay.

In testimony whereof the parties hereto have caused this instrument to be executed by their duly authorized officers and agents at Lake Charles, Louisiana, on this 28th day of August, 1931 . Calcasieu National Bank of Lake Charles, By Frank Roberts, President. Calcasieu National Bank in Lake Charles, By G.N. Richardson, President. WITNESSES: GORDON A. GILL, MARGARET S. CONOVER.

* * * * * * * * * * * * * * * * * * *

I HEREBY CERTIFY That the above and foregoing is a true and correct extract from the minutes of a special meeting held by the Board of Directors of Calcasieu National Bank of Lake Charles on August 28, 1931. (S) FRANK FIELD, TRUSTEE.

FILED: FEB. 5, A.D. 1945 AT: 4:00 P.M.

RECORDED: FEB. 5, A.D. 1945 FILE NO. 147853 CLERK & EX OFFICIO RECORDER.

S U C C E S S I O N

NO. 1289 Probate Docket

ALICE LANDRY CASTEX

Excerpt of Succession

SUCCESSION OF ALICE LANDRY CASTEX,

No. 1289 Probate Docket, 18th District Court, Acadia Parish, Louisiana

IN THIS MATTER it having been established (a) that JEAN CASTEX and his wife ALICE LANDRY died intestate in the Parish of Acadia, where in they resided and were domiciled,-the said husband on or about Aug. 13, 1900, and the said wife on or about June 10, 1921; (b) that the sole heirs of said decedents are the children of their marriage, to-wit: (1) JEAN CASTEX, JR., (2) ALICE CASTEX, wife of W.H. Cary, (3) ROSA CASTEX, wife of A.C. Boudreaux, and (4) ROSALIE CASTEX, wife of Euclide D. Conner; (c) that all the property left by said JEAN CASTEX at his decease belonged to the community of acquets and gains which had previously existed between him and said ALICE LANDRY: (d) that from the time of JEAN CASTEX'S death to the death of said ALICE LANDRY CASTEX, the property left by said husband, including his mercantile business at Mermentau, La., was held together and administered and operated under the name of Jean

Castex heirs, or Widow and heirs of Jean Castex, or their equivalents, and that during the said period properties were acquired and business enterprises were engaged in in the same manner, and in the same names or their equivalents, and that the interests of said widow and heirs in said properties, in the said business enterprises, and in the profits and losses thereof, were one-half for said widow and one-eight for each of said heirs;

And the above named heirs having petitioned this court to be recognized as the so heirs of said ALICE LANDRY CASTEX, and as such, and in their proper proportions, to be sent and placed in possession of all the property belonging to the succession of said ALICE LANDR CASTEX, free from any inheritance tax;

And the Sheriff and Tax Collector of Acadia Parish having been ruled to show caus why the said petition should not be granted, and having made answer or return to said rule;

And the said cause, including said rule, having been regularly fixed for trial, and having been regularly taken up and tried; and the law and the evidence being in favor thereof, it is ORDERED, ADJUDGED AND DECREED:

1. That said JEAN CASTEX, JR., ALICE CASTEX CARY, ROSA CASTEX BOUDREAUX, and ROSALIE CASTEX CONNER, be and they are hereby recognized as the only children and as the sol heirs of JEAN CASTEX and his wife ALICE LANDRY CASTEX, both deceased, and, as such, entitled to inherit their successions in the proportion of the undivided one-fourth for each;

2. That as such heirs, and in said proportions, they be and are hereby sent into possession of all the property belonging to the Succession of said ALICE LANDRY CASTEX, and, particularly, the immovable and movable property, rights, and credits, described in the vari schedules accompanying the petition herein, especially the lands described in the hereto attac list, made part hereof and headed "CASTEX LANDS", -the undivided half of which the said heirs already owned in part as the sole heirs of said JEAN CASTEX, and in part in their own right, and the other undivided half of which they acquired by inheritance from said ALICE LANDRY CASTEX:

3. That the rule herein taken and issued against the Sheriff and Tax Collector of Acadia Parish be and the same is hereby made absolute, and the inheritances herein are hereby decreed to be free and exempt from any inheritance tax under the Constitution and laws of Louisiana , and

4. That all bank, bankers, trust companies, warehousemen or other depositories, corporations, partnerships, and all others, owing or holding the same, pay over or deliver to the above named four heirs, in the proportion of one-fourth for each, all monies due and othe things accruing to said ALICE LANDRY CASTEX or her succession,-whether belonging to her alone or whether only an interest therein belongs to her or her succession.

THUS DONE, READ ALOUD AND SIGNED in open Court at Crowley, Louisiana, this 20th da of July, 1921. Wm. Campbell, Judge 18th District of La. Filed July 20, 1921 (s)F.M. Fontenot Dy. Clerk of Court.

State of Louisiana

Parish of Acadia.

I hereby certify that the within and foregoing is a true and correct excerpt of the Succession of Alice Landry Castex, being No. 1289 of the Probate Docket 18th Judicial Distri Court, Acadia Parish, Louisiana, filed for record on July 20th, 1921, and same day recorded in Conveyance Book O-3, at pages 262 et seq., of the Records of Acadia Parish, Louisiana.

Witness my hand and seal of office at Crowley, Acadia Parish, Louisiana, on this th 14th day of December A.D.,1945. (S) HOLMER P. BAROUSSE, Deputy Clerk of Court. (SEAL).

FILED: FEB. 5, A.D. 1945 AT: 4:00 P.M.

RECORDED: FEB. 5, A.D. 1945 FILE NO. 147854 CLERK & EX OFFICIO RECORDER.

Exhibit D

H. M. MAYLOR,

T O

ALBERT SIDNEY JOHNSON,ET AL,

RELEASE.

RELEASE OF OIL, GAS AND MINERAL LEASE.

STATE OF LOUISIANA,

PARISH OF JEFFERSON DAVIS.

KNOW ALL MEN BY THESE PRESENTS: that,

WHEREAS, under date of April 18, 1935, Albert Sidney Johnson and Adolphe C. Boudreaux, granted unto Paul V. Tilbury an oil, gas and mineral lease covering certain lands situated in the Parish of Jefferson Davis, State of Louisiana, said lands being more particularly described in said lease which is recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana, under date of May 31, 1935, in Book 50 at Page 203; and

WHEREAS, under date of May 31, 1935, Paul V. Tilbury assigned said lease and all its rights thereto to H. M. Maylor, and said assignment is recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana, under date of June 3, 1935, in Book 60 at page 203.

NOW, THEREFORE, the said lease having expires by its own terms and H. M. Maylor having no further interest or rights to said lease, for and in consideration of Ten Dollars ($10.00) and of other good and valuable considerations, the receipt whereof is hereby confessed and acknowledged, does hereby release unto Lessor all of his right title and interest in said property without warranty of any nature whatever.

WITNESS MY HAND this 27th day of April, 1945, in the presence of the hereinafter subscribing competent witnesses.

(SIGNED) H. M. MAYLOR. WITNESSES: R. A. ATKINSON, MARIAN FRIEZE.

STATE OF TEXAS,

COUNTY OF HARRIS.

On this 27th day of April, 1945, before me personally appeared H. M. Maylor, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WHEREOF, witness my hand and seal as such Notary Public on the day, month and year first above written.

(SIGNED) R. H. DORF, Notary Public in and for Harris County, Texas. (SEAL).

FILED: MAY 3rd, A.D. 1945. AT: 9:00 A. M.

RECORDED: MAY 3rd, A.D. 1945. FILE NO. 149086. CLERK & EX OFFICIO RECORDER.

MRS. ANIECE CLEMENT,ET ALS,

T O

ALBERT AUGUST MIESSNER, ET AL,

SALE OF LAND.

STATE OF LOUISIANA,

PARISH OF JEFFERSON DAVIS.

KNOW ALL MEN BY THESE PRESENTS: That we, MRS. ANIECE CLEMENT, born Doucet, widow of Jules Clement, Sr., deceased, a resident of Jefferson Davis, Parish, Louisiana; MRS. PAULINE MILLER, born Clement, wife of Aurelian Miller, a resident of Jefferson Davis Parish, Louisiana; MRS. OVEIA NAVARRE, born Clement, widow of Thomas Thodes, deceased, and now wife of Simon Navarre, a resident of Acadia Parish, Louisiana; MRS. OVENA MILLER, born Clement, wife of Tesac Miller, a resident of Jefferson Davis Parish, Louisiana; JULES CLEMENT, JR., husband of Alice Andrepont, a resident of Jefferson Davis Parish, Louisiana; URSIN CLEMENT, husband of Minnie Rampmaier, a resident of Evangeline Parish, Louisiana; DON L. CLEMENT, husband of Ruth Gibson, a resident of Acadia Parish, Louisiana; LOUIS CLEMENT, husband of Inez Gauthier, a resident of Jefferson Davis Parish, Louisiana; LAURENT CLEMENT,

110/522

ALBERT SIDNEY JOHNSON, ET AL,

T O

M. N. STAFFORD,

LEASE.

ALBERT SIDNEY JOHNSON and ADOLPH C. BOUDREAUX, joined herein by his wife, ORSA CASTEX BOUDREAUX, all residents of Acadia Parish, Louisiana, hereinafter called "Lessor " (whether one or more) grants, leases and lets unto M. N. STAFFORD, hereinafter called "lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of, oil, gas, sulphur and allother minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession, and transportation of said minerals, and the right or ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon, and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

1145.35 acres, more or less, being (a) Section 39 in Township 10 South of Range 3 West Louisiana Meridian, except that portion lying in triangular form West of the East boundary line of Section 14 if extended through said Section 39 (b) Lot 2 of Fractional Section 13 in Township 10 South of Range 3 West, Louisiana Meridian, (c) Section 17 in Township 10 South of Range 2 West, Louisiana Meridian, except the 328 acres, more or less of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A.S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey made by E. J. Mead, C.E., dated in 1921,it being understood, however, that there is included in this lease, two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres more or less, which two tracts were not included in the aforesaid sale to A. Alston & Col, and (d) Section 18 in Township 10 South of Range 2 West of the Louisiana Meridian, lying between the Southeast corner of the aforedescribed Section 39 on the West and the Mermentau River on the East; all as per plat showing the property herein leased, attached to the Act No. 81759 by which the lessors purchased the said property from Jean Castex, Jr., and which is recorded in Jefferson Davis Parish, Louisiana. There is excepted from the above description and from this lease that certain tract of land comprising 10 acres, more or less, situated in Section 18, Township 10 South, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by Lessors herein to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the records of Jefferson Davis Parish, Louisiana, and more particularly described in said deed.

And Lessor, Rosa Castex Boudreaux, instructs and directs Lessee to pay any and all delay rentals accruing under the provisions of that paragraph of this lease which is numbered "1". (one) to Albert Sidney Johnson and Adolph C. Boudreaux in the manner hereinafter provided; and payments so made or tendered will maintain this lease in force as to the interest of said Rosa Castex Boudreaux without such rentals or any part thereof being paid to her and without the necessity for her name being mentioned when rentals are deposited or tendered for deposit to the credit of the remaining parties lessor in the depository bank.

For the purpose of calculating the payments hereinafter provided for, the land is estimated to comprise 1135.35 acres, whether it actually comprises more or less. Allland

owned by the Lessor in the above mentioned Section or Sections or Surveys is included herein, whether properly described or not.

This lease shall be for a term of Five (5) years and no months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on May 12, 1946, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of Twelve Thousand and no/100 ($12,000.00) Dollars for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods Twelve Thousand and no/100 ($12,000.00) Dollars for all or that part of the land held hereunder. Payments may be made to the Lessor or may be mailed or delivered for deposit to Lessor's credit in the Bank of Commerce & Trust Company, of Crowley, Louisiana, which Bank or its successor shall continue to be the depository for such rentals, as the representative of Lessor and Lessor's successors and assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, but, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing order of any regulatory body of the State of Louisiana or of the United States under which said well is being drilled or produced; and if no spacing order or drilling unit has been issued or fixed by governmental authority, then Lessee shall have the right to retain twenty (20) acres) surround each well then producing or being drilled or worked on, such twenty acres to be in as near a square form as is practicable.

3. After beginning operations on the land and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary term such operations may be discontinued and the rights granted maintained by resuming rental paoments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the

fixed yearly rental that the number of days between the end of said nintey (90) days and the next ensuing rental paying date bears to the twelve months period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

4. If, prior to or after the discovery of oil on the lands held hereunder, a well producing as much as two hundred (200) barrels o oil per day for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and wit in two hundred (200) feet of a y line of theland held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

5. After the discovery and production of oil, gas or any other mineral in paying quantities the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reowkring operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral if discovered to exist under the lands, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well discover gas or gaseous substances capable of production in paying quantit es but which Lessee is unable to produce because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of suc payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than five years beyond the end of the primary term.

6. The royalties to be paid by Lessee are: (a) on oil, one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the

price received f.o.b. the leased property, less any severance or production tax imposed thereon.

7. The Lessee shall be responsible for all damages to timber and growing crops of Lessor caused by Lessee's operations.

8. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of the parties hereto; but no change in the ownership of the land or any interest therein, whether by sale, inheritance or otherwise or any change in the capacity of Lessor shall impose any addit onal burden on Lessee, nor shall any change in ownership impair the effectiveness of payments made to Lessor unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale of said rights, and the furnishing of such evidence at any time shall not affect the validity of payments therefore made in advance.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for.

10. In the event Lessor's title or an interest therein is claimed by others Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners join in the granting of this lease.

12. The requirements hereof shall be subject to any State and/or Federal law or order regulating operations on the land.

Lessor acknowledges to have received from Lessee the sum of Twelve Thousand and no/100 ($12,000.00) Dollars as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of May 12, 1945.

(SIGNED) ALBERT SIDNEY JOHNSON, ADOLPHE C. BOUDREAUX, MRS. ROSA CASTEX BOUDREAUX.

WITNESSES: (SIGNED) H.B. TIETJE, ESTHER O. STAFFORD.

$13.20 U.S. Documentary Stamps Affixed to Original and Cancelled.

STATE OF LOUISIANA

PARISH (OR COUNTY) OF JEFFERSON DAVIS

On this 12th day of May, 1945, before me personally appeared Albert Sidney Johnson, Adolphe C. Boudreaux and Mrs. Rosa Castex Boudreaux, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. (SIGNED) MIRIAM R. ROBBINS, Notary Public. (SEAL).

FILED: MAY 12, A.D. 1945 AT: 10:30 A.M.

RECORDED: MAY 12, A.D. 1945 FILE NO.149166 CLERK & EX OFFICIO RECORDER.

114/216

M. N. STAFFORD

T O

BERT FLANDERS, JR.

ASSIGN MENT

ASSIGNMENT OF OIL, GAS AND MINERAL LEASE

WHEREAS, by lease dated May 12, 1945, Albert Sidney Johnson and Adolph C. Boudreaux, joined therein by his wife, Rosa Castex Boudreaux leased to M.N. Stafford, as Lessee, certain property situated in the Parish of Jefferson Davis, State of Louisiana, and more particularly described as follows:

Oil, gas and mineral lease dated May 12, 1945, and recorded in the Conveyances Records of the Parish of Jefferson Davis, State of Louisiana, on the 12th day of May, 1945, in Conveyance Record 110, at Pages 522, et seq., bearing File No. 149166, executed by Albert Sidney Johnson and Adolphe C. Boudreaux, as Lessors, in favor of M.N. Stafford, as Lessee, covering the following described property: 1145.35 acres, more or less, being (a) Section 39 in Township 10 South of Range 3 West Louisiana Meridian, except that portion lying in triangular form West of the East boundary line of Section 14 if extended through said Section 30 (b) Lot 2 of Fractional Section 13 in Township 10 South of Range 3 West, Louisiana Meridian, (c)) Sectopm ;7 in Township 10 South of Range 2 West, Louisiana Meridian, except the 328 acres, more or less of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey made by E.J. Mead, C.E., dated in 1921 it being understood, however, that there is included in this lease, two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres more or less, which two tradts were not encluded in the aforesaid sale to A.Alston & Co., and (d) Section 18, in Township 10 South of Range 2 West of the Louisiana Meridian, lying between the Southeast corner of the aforedescribed Section 39 on the West and the Mermentau River on the East; all as per plat showing the property herein leased, attached to the Act No. 81759 by which the lessors purchased the said property from Jean Castex, Jr., and which is recorded in Jefferson Davis Parish, Louisiana. There is excepted from the above description and from this lease that certain tract of land comprising 10 acres, more or less, situated in Section 18, Township 10 South, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by Lessors herein to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the records of Jefferson Davis Parish, Louisiana, and more particularly described in said deed.

WHEREAS, the said M.N. Stafford desires to assign to Bert Flanders, Jr., a resident of the Parish of Orleans, State of Louisiana, the aforesaid lease:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, M.N. Stafford, for and in consideration of ONE THOUSAND AND NO/100 ($1000.00) DOLLARS and for other good and valuable consideration, the receipt of which as a full and adequate consideration for every right granted herein, is hereby acknowledged and full acquittance and discharge granted therefor; does hereby sell transfer, assign, convey, setover and deliver unto Bert Flanders, Jr., a resident of the Parish of Orleans, State of Louisiana, said lease and all rights thereunder, to gether with all leasehold and other rights, title and interest of every kind and description whatsoever, pertaining or incidental thereto, and all rights, title and interest purported to be covered thereby.

This sale and assignment is made with full warranty of title and with full and complete subrogation in and to all rights and actions of warranty which the undersigned assignor had or may have in the premises.

IN TESTIMONY WHEREOF, this instrument is executed this 22nd day of December, 1945, in the presence of J. MORT WALKER, JR. and FRED W. BATES, the undersigned competent witnesses.

(SIGNED) M. N. STAFFORD, WITNESSES: (SIGNED) J. MORT WALKER, JR., FRED W. BATES.

Federal documentary stamps in the sum of $13.20 are attached hereto & duly cancelled as of the moment of execution hereof.

STATE OF LOUISIANA

PARISH OF

BEFORE ME, the undersigned authority, on this day personally appeared J. Mort Walker, Jr., to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who, being first duly sworn on his oath, says:

That he subscribed his name to the foregoing instrument as a witness and that he knows M.N Stafford, the person who executed said instrument, to be the identical person described therein, and who executed the same, and that he saw him sign the same as his voluntary act and deed and that he, the undersigned, subscribed his name to the same at the same time as an attesting witnesses

(SIGNED) J: MORT WALKER, JR.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 22nd DAY OF DECEMBER, 1945.

(SIGNED) PERCY C. SMITH, Notary Public, (SEAL)

FILED: DECEMBER 22, A.D. 1945 AT: 11:00 A.M.

RECORDED: DECEMBER 22, A.D. 1945 FILE NO. 151998 CLERK EX OFFICIO RECORDER.

BERT FLANDERS, JR.

T O

M. N. STAFFORD

OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS: That,

For a good and valuable consideration, receipt of which is her by acknowledged, Bert Flanders, Jr., a resident of the Parish of Orleans, State of Louisiana, hereinafter called "ASSIGNOR", does he by and by these presents grant unto M.N. Stafford, hereinafter calle "ASSIGNEE", his heirs and assigns, an overriding royalty interest o 1/96 of all of the oil, gas and other minerals, if, as and when produced, saved and marketed by ASSIGNOR from the hereinafter described described land under the following described oil, gas and mineral lease, to-wit:

Oil, gas and mineral lease dated May 12, 1945, and recorded in the Conveyance Records of the Parish of Jefferson Davis, State of Louisiana, on the 12th day of May, 1945, in Conveyance Record 110, at Pages 522, et seq., bearing File No. 149166 executed by Albert Sidney Johnson and Adolphe C. Boudreaux, joined by his wife, Mrs. Rosa Castex Boudreaux, as Lessors, in favor of M.N. Stafford, as Lessee, covering the following described property:

1145.35 acres, more or less, being (a) Section 39 in Township 10 South of Range 3 West Louisiana Meridian, exeept that portion lying in triangular form West of the East boundary line of Section 14 if extended through said Section 39 (b) Lot 2 of Fractional Section 13 in Township 10 South of Range 3 West, Louisiana Meridian, (c) Section 17 in Township 10 South of Range 2 West, Louisiana Meridian, except the 328 acres, more or less of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A.S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey made by E.J. Mead, C.E., dated in 1921 it being understood, however, that there is included in this lease, two tracts of prairie land along the North line of said swampland, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres more or less, which two tracts were not included in the aforesaid saleto A. Alston & Co., and (d) Section 18 in Township 10 South of Range 2 West of the Louisiana Meridian, lying between the Southeast corner of the aforedescribed Section 39 on the West and the Mermentau River on the East; all as per plat showing the pro-

120/300

ALBERT SIDNEY JOHNSON ET AL

T O

PELICAN OIL PURCHASERS, INC.,

L E A S E

THIS CONTRACT OF LEASE is made and entered into this 3rd day of the month of August, 1946 by and between ALBERT SIDNEY JOHNSON and ADOLPHE C. BOUDREAUX of the Parish of Acadia, State of Louisiana, hereinafter referred to as "LESSOR" and PELICAN OIL PURCHASERS, INC., a Louisiana corporation domiciled at Lake Charles, Louisiana, hereinafter referred to as "LESSEE",

W I T N E S S E T H:

That I.

Lessor hereby leases and lets unto Lessee that certain tract of land situated in the Parish of Jefferson Davis, State of Louisiana, comprising ten (10) acres, approximately in the form of a square situated in Section 18, Township 10 South, Range 2 West, which fronts on the Mermentau River, is bounded on the North by a ten-acre tract now or formerly owned by John J. Robira, on the West and South by lands of Lessor and on the East by said river.

II.

This lease is for a term of ten (10) years, commencing on this 3rd day of the month of August, 1946, at an annual rental of TWO HUNDRED AND NO/100 ($200.00) DOLLARS. Lessor acknowledges receipt of the sum of Two Hundred and No/100 ($200.00) Dollars, being the rental for the first lease year, and other valuable consideration compensating Lessor for all rights and privileges herein granted Lessee. Subsequent rentals may be paid by Lessee's check or draft delivered or tendered personally to Lessor or depsited or tendered for deposit to Lessor's account in the Bank of Commerce Bank, at Crowley, Louisiana on or before the 3rd day of the month of August during each succeeding lease year during the existence of this lease. And such bank and its successors is constituted the fixed depository for such rentals and as Lessor's Agent and those of his successors and assigns for the receipt of such rental payments.

If Lessee shall fail promptly to pay any rental hereafter accruing hereunder on the rental paying date fixed above, then this lease shall not ipso facto but Lessor shall communicate, in writing, with Lessee advising the latter of its failure to pay the rental and Lessee shall have ten (10) days from and after receipt of the written communication during which to pay such rental and thereby maintain its rights hereunder in force.

Lessee is granted the right to terminate this lease at any time prior to the expiration of its term by paying Lessor the sum of TWO HUNDRED AND NO/100 ($200.00) Dollars as liquidated damages; no annual rental theretofore paid by Lessee may be construed as liquidated damages, itbeing necessary that such amount be paid Lessor over and above any rental paid in advance.

III.

Lessee is hereby granted the right and option to renew and extend the term of this lease for a period of twenty (20) additional years. If Lessee elects to exercise said option, it shall so notify Lessor in writing at least sixty (60) days prior to the expiration of the original ten-year perm hereof and at the same time pay Lessor the annual rental for the first lease year of the renewed term. Such notice may be delivered to Lessor in person or forwarded to Lessor in care of the depository bank hereinabove fixed.

IV.

The property herein leased is to be used by Lessee as a site for a loading rack or terminal for the loading or unloading of oil, gasoline, condensate and other petroleum products to and from barges or boats in the Mermentau River, and for the construction, installation and maintenance of storage tanks, fire walls, pipes, pipe lines, buildings, machinery and all other property or equipment necessary or incidental for the operation of said loading

rack or terminal, including, but not by way of limitation, the right to erect a residence or residences for Lessee's employees, if desired, and also the right to drill water wells and to enclose the premises with fences. It is especially understood, however, that this lease does not cover oil, gas and other minerals and Lessor hereby reserves the right to remove the same by operations on adjacent lands and so long as it does not interfere with the rights herein granted. In this connection Lessee is granted the right upon the final termination of its rights hereunder to remove any and all fixtures, equipment, structures, buildings, additions or other improvements which Lessee shall place upon the leased premis whether or not same be made with lime or cement or otherwise,

WITNESS the execution hereof as of the day,month and year first above written in the presence of the undersigned competent witnesses.

(SIGNED) ALBERT SIDNEY JOHNSON WITNESSES: (S) C. S. SNEAD EARL C. MILLER

(SIGNED) ADOLPHE C. BOUDREAUX WITNESSES: (S) C. S. SNEAD EARL C. MILLER

PELICAN OIL PURCHASERS, INC. By(S) L. L. WLECH (President)

WITNESSES: (S) MARY L. THERIOT DORIS H. DOYLE

STATE OF LOUISIANA :

PARISH OF CALCASIEU :

BEFORE ME, the undersigned authority, on this day personally came and appeared C.S. Snead, who being sworn, acknowledged that he executed the above and foregoing instrument as a subscribing witness, and that it was executed by ALBERT SIDNEY JOHNSON and ADOLPHE C, BOUDREAUX in his presence and in the presence of the other subscribing witness.

(S) C. S. SNEAD

SWORN TO AND SUBSCRBBED before me, Notary Public, this 3rd day of August, 1946.

(S) AUTHUR J. SHEPARD Notary Public S E A L

STATE OF LOUISIANA :

PARISH OF CALCASIEU :

On this 3rd day of August, 1946, before me appeared L.L. Welch, to me personally know who, being by me duly sworn, did say that he is the President of the PELICAN OIL PHRCHASER INC. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said L.L. Welch acknowledged said instrument to be the free act and deed of said corporation.

(S) ARTHUR J. SHEPARD Notary Public S E A L

FILED: AUGUST 6 A.D. 1946 AT:3:00 P.M.

RECORDED: AUGUST 6 A.D. 1946 FILE NO: 156331 CLERK & EX OFFICIO RECORDER

120/302

ALBERT SIDNEY JOHNSON ET AL

T O

PELICAN OIL PURCHASERS, INC.

RIGHT OF WAY

RIGHT OF WAY GRANT

FOR AND IN CONSIDERATION of the sum of One Hundred and One & No/100 Dollars ($101.00), in hand paid, the receipt of which is hereby acknowledged, ALBERT SIDNEY JOHNSON and ADOLPHE C. BOUDREAUX, residents of Acadia Parish, Louisiana hereinafter referred to as Grantor, (whether one or more), does hereby grant unto PELICAN OIL PURCHASERS, INC., a corporation, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, alter, repair, remove and relay a pipe line, or pipe lines, for the transportation of oil and gas and products and by-products thereof, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, and to erect maintain, inspect, repair, operate and remove, upon a single line, of poles, with necessary anchorage and appurtenances, telephone, telegraph or electrical lines, or any of them over, through, upon, under and across the following described land in Jefferson Davis Parish, State of Louisiana, to-wit:

All land owned by grantors in Section Thirty Nine (39) Township Ten (10) South, Range Three (3) West and Section Eighteen (18), Township Ten (10) South, Range Two (2) West, Louisiana Meridian;

Together with the rights of ingress, egress and regress to and from said line or lines, or any of them, for the purpose aforesaid. Grantor to have the right to fully use and enjoy t the above described premises, except as to the rights hereinbefore granted; and Grantee hereby agrees to pay any damages which may arise to crops, pasturage, timber, fences or buildings of said Grantor from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor, one by Grantee, and the third by the two so appinted, and their written determination of amount to be final and conclusive.

Should more than one pipe line be laid under this grant, at any time, an additional consideration, calculated on the same basis per lineal rod as the consideration hereinabove recited, shall be paid for each line so laid after the first line.

Grantee shall bury pipe lines below plow depth.

TO HAVE AND TO HOLD said servitude, rights, and rights of way unto the said Grantee, its successors and assigns.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect to the subject matter hereof not herein expressed, and this deed contains the entire contract.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

It is also agreed that all Telephone or Electric Line Poles and anchors will follow the fence line or Public road right of way on said property and not the pipe line right of way, so as not to interfere with the planting or harvesting of crops.

WITNESS --signature hereto in the presence of C. S. Snead and Earl C. Miller, Competent witnesses at Jennings, Louisiana, this 6 day of August 1946.

(SIGNED) ALBERT SIDNEY JOHNSON ADOLPHE C. BOUDREAUX

WITNESSES: (S) C. S. SNEAD EARL C. MILLER

Tract No. 1 No. of Rods 404 Check No. 101 Charge R of W.

STATE OF LOUISIANA, PARISH OF JEFFERSON DAVIS.)

BEFORE ME, a duly commissioned and qualified Notary Public in and for said Parish, and State, personally came and appeared C. S. Snead, who being duly sworn and on oath deposes and says:

That he is one of the attesting witnesses to the above and foregoing contract, and that same was duly executed in his presence and that of Earl C. Miller, the other attestin witness, by the parties thereto on the date therein stated.

(SIGNED) C. S. SNEAD

Subscribed and sworn to before me at Jennings, Louisiana, on this 6 day of August, A.D. 1946

(SIGNED) CHARLES A. PITRE Notary Public CLERK OF COURT AND EX-OFFICIO A NOTARY PUBLIC SI

FILED: AUGUST 6 A.D. 1946 AT:3:00 P.M.

RECORDED: AUGUST 6 A.D. 1946 FILE NO: 156332 CLERK & EX OFFICIO RECORDER

CLAVUS FONTENOT

T O

PELICAN OIL PURCHASERS, INC.

RIGHT OF WAY

RIGHT OF WAY GRANT

FOR AND IN CONSIDERATION of the sum of Twenty one and 23, Dollars ($21.23), in hand paid, the receipt of which is her acknowledged CLAVUS FONTENOT, Resident of Jennings, Jeffers Davis Parish, Louisiana, hereinafter referred to as Grantor (whether one or more), does hereby grant unto Pelican Oil Purchasers, Inc., a corporation, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, alter, repair, operate, remove and realy a pipe line, or pipe lines, for the transportation of oil and gas and products and by-produc thereof, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, and to erect, maintain, inspect, repair, operate and remove, upon a single line, of poles, with necessary anchorage and appurtenances, telephone, telegraph or electrical lines, or any of them over, through, upon, under and across the following described land in Jeffers Davis Parish, State of Louisiana, towit:

A part of Section Forty-one (41) in Township Ten (10) South, Range Three (3) West and a part of Section Forty-five (45) in Township Nine (9) South, Range Three (3) West, Louisiana Meridian; (There is contemplated the construction of a barge canal over property of grantor. Where this canal is constructed, grantee agrees to bury pipe line a depth of five (5) feet below the bottom of such canal.

Together with the rights of ingress, egress and regress to and from said line or line or any of them, for the purpose aforesaid. Grantor to have the right to fully use and enjoy the above described premises, except as to the right hereinbefore granted; and Grant hereby agrees to pay any damages which may arise to crops, pasturage, timber, fences or buildings of said Grantor from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor, one by Grantee, and the third by the two so appinted, and their written determination of amount to be final and conclusive.

Should more than one pipe line be laid under this grant, at any time, an additional consideration, calculated on the same basis per lineal rod as the consideration hereinabov recited, shall be paid for each line so laid after the first line.

Grantee shall bury pipe lines below plow depth.

TO HAVE AND TO HOLD said servitude, rightsk and rights of way unto the said Grantee, its successors and assigns.

It is understood that the person securing this grant is without authority from Grante to make any agreement in respect to the subject matter hereof not herein expressed, and th deed contains the entire contract.

This agreement is binding upon the heirs, executors, successors and assigns of the parties hereto.

125/16

EUGENE LEBLANC

F R O M

THE TEXAS COMPANY

RELEASE

3

RELEASE-LOUISIANA

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

The Texas Company, in consideration of $1.00 cash, and other valuable considerations, receipt of which is acknowledged, hereby releases, relinquishes and forever quit-claims any and all rights whatsoever now held or claimed by it under the following oil and gas lease:

Dated the 15th day of February, 1946, executed to Homer Tate by Eugene LeBlanc recorded in Volume 118 on page 285, (#1552609) Records of Jefferson Davis Parish Louisiana covering 249 acres described as follows:

Northwest Quarter (NW4) and North half of Southwest Quarter (N2 SW4), Section Eleven (11), Township 10 South, Range 6 West, Louisiana Meridian, Jefferson Davis Parish, Louisiana.

IN FAITH AND EVIDENCE WHEREOF, this instrument is signed andacknowledged by the said The Texas Company, acting by and through R. L. Keyes, its Attorney in Fact and hereunto duly authorized by it, in the presence of W. H. Forman and Gloria V. Boley, competent witnesses, and before me, the undersigned Notary Public, on this the 17th day of February 1947.

THE TEXAS COMPANY

(SIGNED) R. L. KEYES ATTORNEY IN FACT

WITNESSES:

(SIGNED) W. H. FORMAN, GLORIA V. BOLEY

(SIGNED) ROLAND L. WELCKER NOTARY PUBLIC IN AND FOR PARISH OF JEFFERSON DAVIS, STATE OF LOUISIANA

ROLAND L. WELCKER NOTARY PUBLIC PARISH OF ORLEANS, STATEOF LA. MY COMMISSION IS ISSUED FOR LIFE.

FILED: MARCH 6 A. D. 1947 AT: 1:00 P.M.

RECORDED: MARCH 6 A. D. 1947 FILE NO: 160315

CLERK & EX OFFICIO RECORDER

A. S. JOHNSON ET AL

T O

GULF STATES UTILITIES COMPANY

RIGHT OF WAY

3

STATE OF LOUISIANA

PARISH OF JEFF DAVIS

AN AGREEMENT between the GULF STATES UTILITIES COMPANY a Texas corporation, referred to below as Company, with its principal Louisiana office in Lake Charles, Louisiana, and A. S. Johnson & Adolph Boudreaux of Jeff Davis Parish, State of Louisiana, owner or owners, referred to below as owner of a tract of land in the Parish of Jeff Davis, Louisiana described as follows:

T-10-S, R-2-W, Sections 16 & 18 less 328 Acs. of swamp land in E. part & less part sold Fred Shutts. T-10-S, R-3-W, Sec 39, all less point ext. of Sec. 14, & less part sold Fred shutts, 1135 acres.

For the sum of No Dollars ($ No) paid by Company to Owner, receipt of which is acknowledged and for other valuable considerations, Owners grants to Company its successors and assigns, a right of way for a pole line for the transmission of electricity and for telephone and telegraph use, withhpermission to erect, maintain, renew, add to and rdmove poles, cross arms, wires, anchors, stubs, guy wires, and other equipment, with the right to go on the land of Owner for such purposes and to remove, trim and keep trimmed any trees or bushes, without further payments so that there shall be a clearance of 15 feet between any part of any tree or bush and the above mentioned poles, wires, or other equipment. Company shall pay to Owner damages to fences and growing crops. The location of the electric pole line shall be as follows:

Said pole line bearing about S 21°30'E. interesects the above property at a point about 100' South of Fork of Bublic road in Sec. 39, T-10-S, R-3-W and follows general curvature of road for a distance of 3095' more or less to the S. E. line of said property.

Dated, 14th Feb. 1947.

Signature of Owner: (SIGNED(A. S. JOHNSON, ADOLPHE BOUDREAUX
(SIGNED)
Witness as to Owner:/E. H. Little, W. M. Larkin

GULF STATES UTILITIES COMPANY,

(SIGNED) G. R. FULTON Vice President

Witness as to Company: (SIGNED) FAY DEMARY, W. R. HOUSE

STATE OF LOUISIANA

PARISH OF CALCASIEU

Before me, the undersigned authority, personally appeared W. M. Larkin one of the subscri ing witnesses to the foregoing agreement, who after being duly sworn, deposed and said that appearer signed the same in the presence of A. S. Johnson & Adolphe Boudreaux the Owners in said agreement, and in the presence of the other subscibing witnesses, who signed in appearer presence, each in the presence of the other; and that said signatures thereon are genuine and correct.

(SIGNED) W. M. LARKIN

Sworn to and subscried before me this 18 day of February, 1947.

(SIGNED(LILLIAN FERGUSON NOTARY PUBIC SEAL.

FILED: MARCH 6 A. D. 1947 AT: 1:00 P. M.

RECORDED: MARCH 6 A. D. 1947 FILE NO: 160318

CLERK & EX OFFICIO RECORDER

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A. S. JOHNSON ET AL &

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T O &

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GULF STATES UTILITIES COMPANY &

&

RIGHT OF WAY &

3 &

&&&

Dated, 14th Feb. 1947.

Signature of Owner: (SIGNED(A. S. JOHNSON, ADOLPHE BOUDREAUX
(SIGNED)
Witness as to Owner:/E. H. Little, W. M. Larkin

GULF STATES UTILITIES COMPANY,

(SIGNED) G. R. FULTON Vice President

Witness as to Company: (SIGNED) FAY DEMARY, W. R. HOUSE

STATE OF LOUISIANA

PARISH OF CALCASIEU

Before me, the undersigned authority, personally appeared W. M. Larkin one of the subscri ing witnesses to the foregoing agreement, who after being duly sworn, deposed and said that appearer signed the same in the presence of A. S. Johnson & Adolphe Boudreaux the Owners in said agreement, and in the presence of the other subscribing witnesses, who signed in appearer presence, each in the presence of the other; and that said signatures thereon are genuine and correct.

(SIGNED) W. M. LARKIN

Sworn to and subscried before me this 18 day of February, 1947.

(SIGNED(LILLIAN FERGUSON NOTARY PUBIC SEAL.

FILED: MARCH 6 A. D. 1947 AT: 1:00 P. M.

RECORDED: MARCH 6 A. D. 1947 FILE NO: 160318

CLERK & EX OFFICIO RECORDER

&$&$&$

(SIGNED) GULF STATES UTILITIES COMPANY

(SIGNED) G. R. FULTON Vice President

WITNESSES: as to Company:

(SIGNED) FAY DENNY, W. R. HOUSE

STATE OF LOUISIANA

PARISH OF CALCASIEU

BEFORE ME, the undersigned authority, personally came and appeared W. M. Larkin, who being by me first duly sworn, deposed and said:

That he is one of the subscribing witnesses to the foregoing instrument; that A.S. Johnson & Adolph Boudreaux, Owners named in the said instrument signed the same in the presence of appearer and in the presence of E. M. Little & Philip S. Allen, the other subscribing witnesses, and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Owners and in the presence of each other, and that the signatures thereon are true and genuine.

(SIGNED) W. M. LARKIN

SWORN TO AND SUBSCRIBED before me, at Lake Charles, Louisiana, on this 18 day of February, 1947.

(SIGNED) LILLIAN FERGUSON NOTARY PUBLIC SEAL

FILED: MARCH 6 A. D. 1947 AT: 1:00 P. M.

RECORDED: MARCH 6 A. D. 1947 FILE NO: 160319. CLERK & EX OFFICIO RECORDER

HOWARD JOSEPH HANKS

T O

JOHN G. MACK

SALE OF LAND

STATE OF LOUISIANA)
PARISH OF JEFFERSON DAVIS) KNOW ALL MEN BY THESE PRESENTS:

THAT I, HOWARD JOSEPH HANKS, married to Zula Hibodeaux, of the Parish of Jefferson Davis, State of Louisiana, for and in consideration of the sum of Two Thousand & 00/100 Dollars, to me in hand paid by JOHN G. MACK, unmarried, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, with full subrogation to all of my rights and actions of warranty against all former owners and vendors unto the said John G. Mack, of the Parish of Jefferson Davis, and State of Louisiana, all that certain lot or parcel of land situated in the State of Louisiana, Parish of Jefferson Davis, to-wit:

Beginning at the Northeast corner of the intersection of McClure Avenue and the Public Road which is the Easterly extension of Calcasieu Avenue, in the Town of Lake Arthur, Louisiana, at an iron Stob, Thence Running in a Northerly direction along the East line of McClure Avenue a distance of two hundred sixty seven (267) feet to an iron Stob, thence at right angles and in an easterly direction parallel with the said Public road a distance of one hundred nine (109) feet to an iron Stob, thence in a southerly direction parallel wth the Eastline of McClure avenue a distance of two hundred sixty seven (267) feet to the north line of the said public road, thence in a northerly direction along the north side of said public road a distance of one hundred nine (109) feet to place of beginning, together wit all of the buildings and improvements thereon and thereto belonging,

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said purchaser and to his heirs and assigns forever; and I do hereby bind myself and my heirs, executors and administrators, to Warranty and Forever defend, all and singular the said premises unto the said John G. Mack and to his heirs and assigns against any person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand at Lake Arthur, Louisiana, in the presence of Dylan Davison and [illegible]

127/309

A. S. JOHNSON ET AL

T O

ILLINOIS POWDER MANF. CO.

L E A S E

AGREEMENT OF LEASE

THIS AGREEMENT of lease made and entered into this 24th day of July, A.D. 1947, by and between A. S. JOHNSON & A. C BOUDREAUX of Johnson Boudreaux Farm Co., hereinafter called LESS and the ILLINOIS POWDER MANUFACTURING COMPANY, a corporation organized and existing under the laws of the State of Illinois, hereinafter called the LESSEE, witnesseth:

That the LESSOR does hereby lease, demise, and let to the LESSEE, its successors and assigns certain lands and premises situated in Section 13 Jefferson Davis Parish, more particularly described as follows:

One acre more or less approximately 1500 ft more or less East on the Public road, of the Extreme South West Corner of the Johnson Bourdreaux Farm between the two natural drains and about 600 ft north of the public road.

together with all rights, easements and appurtenances thereunto belonging or usually held or enjoyed therewith; and also the right of ingress, to and from the demised premises over, across and upon other lands of the LESSOR adjacent thereto.

TO HAVE AND TO HOLD the same unto the LESSEE, its successors and assigns for the term of five years, beginning on the 24 day of July, 1947, and ending on the 23 day of July, 1952, and for an annual rental of one Hundred Twenty Five dollars ($125.00), payable annually in advance on the 24 day of July.

For and in consideration of the sum of One Dollar, paid by said Lessee to said Lessor, the receipt of which is hereby acknowledged, the Lessor hereby grants to Lessee the right to cancel and terminate this lease at the expiration of any year during the term thereof, by giving to the Lessor at least thirty days prior to the expiration of any such year, a written notice of its intention to cancel this lease at the expiration of such year, then this lease shall be deemed cancelled and surrendered and the LESSEE shall not longer be liable for the payment of any rental or for any other payment hereunder.

In further consideration of the renting as aforesaid the LESSOR Covernants and agrees with the Lessee as follows, to wit:

1. That the LESSEE may peaceably hold and enjoy the said premises during all the time above mentioned without any interruption by the Lessor, his heirs or assigns, or any person claiming by, through, or under him, or her or them, or any of them.

2. That the above described premises may be used for the handling and storage of explosives and blasting supplies, and that the LESSEE may at any time remove any or all buildings or improments which it owns, or which it may place or cause to be placed upon said premises.

3. That theLESSEE shall have and is hereby granted the option to renew this lease upon its expiration or termination for the furtherperiod of five years, subject to the same terms and conditions as are herein contained, and such option may be exercised by the continued occupancy of the said premises by the LESSEE after the expiration of the term hereby granted.

4. The Lessor covenants and agrees to and with the LESSEE that the Lessor will not erect or permit to be erected on any other property owned by the Lessor adjacent to the property herein demised.

5. The benefits and obligations of this lease shall inure to and be and become binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunder set their hands and seals the day and year first above written.

(SIGNED) A. S. JOHNSON A. C. BOUDREAUX Signature of Lessor

ILLINOIS POWDER MANUFACTURING COMPANY, By (S) T. GEORGE BROCKMAN

Signed, sealed and delivered in the presence of : (S) MARIUS FUSELIER J. W. PIERCE

Exhibit D

STATE OF LOUISIANA)
) SS.
PARISH OF JEFFERSON DAVIS)

On this 24 day of July, 1947, before me a Notary Public within and for said County, personally appeared A. S. Johnson & A. C. Boudreaux to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My commission expires with office, 19 ..

(SIGNED) CHARLES A. PITRE CLERK OF COURT AND EX-OFFICIO A NOTARY PUBLIC (SEAL)

STATE OF LOUISIANA)
) ss.
PARISH OF JEFFERSON DAVIS)

On this 24 day of July, 1947, before me a Notary Public within and for said County, personally appeared T. George Brockman Agent for the Illinois Powder Mfg. Co., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as and for the act and deed of said corporation for the purpose and consideration therein expressed, in the capacity set forth.

My commission expires with office., 19 ..

(SIGNED) CHARLES A. PITRE CLERK OF COURT AND EX-Oofficio A NOTARY PUBLIC (SEAL)

FILED: JULY 24 A. D. 1947 AT: 3:30 P.M.

RECORDED: JULY 24 A. D. 1947 FILE NO: 162630 CLERK & EX OFFICIO RECORDER

CLAUDIUS FONTENOT

T O

SOHIO PETROLEUM CO.

L E A S E

LOUISIANA SURFACE LEASE

THIS LEASE, made this 22 day of May, A. D. 1947 by and between CLAUDIUS FONTENOT, Husband of Eva Fontenot (insert whether married or single) hereinafter called "Lessor" (whether one or more), and SOHIO PETROLEUM CO., a Delaware corporation, hereinafter called "Lessee".

WITNESSETH THAT:

The Lessor does hereby lease and let unto said Lessee, its successors and assigns, the following described real estate, hereby releasing and waiving all rights under and by virtue of the homestead laws of this state:

Beginning at the N W corner of the S W ¼ of S W ¼ of Section 15, T-10-S- R-6-W, and running East 375 ft. to a stake; thence South 1 75 ft. to a stake; thence West 375 ft to a stake; thence north 175 ft to place of beginning containing one and one-half acre, more or less

all located in Jeff Davis Parish, County, Louisiana.

TO HAVE AND TO HOLD with the right of in gress and egress to and form the same, unto the said Lessee, its successors and assigns, for and during a term of fifteen (15) years, commencing on the 22 day of May, A. D. 1947, subject to the conditions and covenants hereinafter set forth.

1. The Lessee agrees to pay to the Lessor as rent for said premises the sum of Fifty Dollars $(50.00) per year, payable in advance on the date above fixed for commencement of the term hereof, and annually thereafter, during the life of this lease, which rent may be paid by check or draft mailed to Lessor at the address hereinafter given for Lessor.

2. The Lessee shall have the right to place or erect upon said premises such buildings, tanks, pipe lines, pumps and other fixtures and equipment shall be and remain the property of the Lessee and be deemed no part of the real estate and the Lessee shall have the right to remove the same at the any time prior to the expiration of or the termination of this lease or any renewal thereof. Upon surrender of said premises, the Lessee shall restore the same in a level condition, the Lessee's obligation with respect to surface of said premises to be only to fill in all excavations made by Lessee.

134/205

BERT FLANDERS, JR.

T O

ROESER & PENDLETON, INC

PARTIAL ASSIGNMENT 3

PARTIAL ASSIGNMENT OF OIL, GAS AND MINERAL LEASE.

THIS AGREEMENT made and entered into this 1st day of October, 1947, by and between BERT FLANDERS, JR., herein after referred to as "Assignor" and ROESER & PENDLETON, IN hereinafter referred to as "Assignee",

W I T N E S S E T H:

For and in consideration of the sum of Ten and no/100 ($10.00) Dollars, and other good and valuable consideration paid to Assignee, Assignor, subject to the covenants and agreement hereinafter contained, does hereby sell, transfer, assign, and convey unto Assignee, its Succ essors and assigns, a 3/4ths undivided interest in andto the following described oil, gas and mineral lease:

Oil, gas and mineral lease dated May 12, 1945, and recorded in the conveyance records of the Parish of Jefferson Davis, State of Louisiana, on the 12th day of May, 1945, in Conveyance Record 110, at pages 522, et seq., bearing File No. 149166, executed by Albert Sindey Johnson and Adolphe C. Boudreaux, joined by his wife, Mrs. Rosa Castex Boudreaux, as Lessors, in favor of M. N. Stafford, as Lessee, covering the following described property:

1145.35 acres, more or less, being (a) Section 39 in Township 10 South of Range 3 West, Louisiana Meridian, except that portion lying in triangular form West of the East boundary line of Section 14 if extended through said Section 39, (b) Lot 2 of Fractional Section 13 in Township 10 South of Range 3 West, Louisiana Meridian, (c) Section 17 in Township 10 South of Range 2 West, Louisiana Meridian, except the 328 acres, more or less of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey made by E. J. Mead, C.E., dated in 1921, it being understood, however, that there is included in this lease, to tracts of prairie land along the North line of said swamp land, oneof said tracts containing 16.5 acres, more or less, andthe other 5.5 acres more or less, which two tracts were not included in the aforesaid sale to A. Alston & Co., and (d) Section 18 in Township 10 South of Range 2 West, of the Louisiana Meridian, lying between the Southeast corner of the afore-described Section 39 on the West and the Mermentau River on the East; all as per plat showing the property herein leased, attached to the Act No. 81759 by which the lessors purchased the said property from Jean Castex, Jr., and which is recorded in Jefferson Davis Parish, Louisiana. There is excepted from the above description and from this lease that certain tract of landcomprising 10 acres, more or less, situated in Section 18, Townhship 10 South, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by lessors herein to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, page 101, of the records of Jefferson Davis Parish, Louisiana, and more particularly described in said deed.

The said lease having been assigned to Flanders by M. N. Stafford, as per assignment filed and recorded December 22, 1945, in Conveyance Record 114 of the Parish of Jefferson Davis, at pages 216, et seq., bearing File #151998; and,

Assignor has heretofore granted to H. B. Tietje a 1/96th, to M. N. Stafford a 1/96th and to Walter Grapes a 1/96th overriding royalty interest in and to all of the oil, gas and other minerals, if, as and when produced, saved and marketed from the above described lands under said lease and this assignment is subject to said assignments of overriding royalty interests aggregating a 1/32nd overriding royalty interest.

Although Assignor represented that he is the lawful owner of said lease and rights and in

interests thereunder (subject to the overriding royalties above mentioned) and that Assignor has good right and authority to sell and convey the same and that all rentals or royalties due and payable thereunder have been duly paid, it is nevertheless understood and agreed that this partial assignment is made without warranty of title, either express or implied.

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

EXECUTED AS OF THE DATE FIRST ABOVE WRITTEN.

(SIGNED) BERT FLANDERS, JR., Assignor WITNESSES: (S) FELIDE OUBEE, J. MORT WALKER JR.

ROESER & PENDLETON, INC. (S) BY MARSHALL R. YOUNG Vice President Assignee

WITNESSES: (SIGNED) F. D. BAXTER, R. E. WARD

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned Notary Public in and for Orleans Parish, Louisiana, on this 1st day of October, 1947, personally came and appeared BERT FLANDERS, JR., who in the presence of me, said authority, and Felide Oubre and J. Mort Walker, Jr. competent witnesses, declares and acknowledges that he is the identical person who executed the foregoing instrument in writing that his signature thereto is his own true and genuine signature and that he executed said instrument of his own free will, and for the purposes and considerations therein expressed.

Thus done and passed on the day and date hereinabove written, in the presence of the before named and undersigned competent witnesses, who have hereunto subscribed their names, together with said appearer and me, Notary, after reading the whole.

(SIGNED) BERT FLANDERS, JR., WITNESSES: FELIDE OUBRE, J. MORT WALKER, JR.

(SIGNED) WM. BEHAN DREUX Notary Public Seal

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned Notary Public in and for Tarrant County, Texas, on this 21st day of June 1948, personally came and appeared Marshall R. Young, Vice President of Roeser & Pendleton, Inc., who in the presence of me, said authority, and T. D. Baxter and R. E. Ward competent witnesses, declares and acknowledges that he is the identical person who executed the foregoing instrument in writing, that his signature thereto is his own true and genuine signature and that he executed said instrument as the act and deed of the said corporation, and for the purposes and considerations therein expressed.

Thus done and passed on the day and date hereinabove written, in the presence of the before named and undersigned competent witnesses, who have hereunto subscribed their names, together with said appearer and me, Notary, after due reading the whole.

(SIGNED) MARSHALL R. YOUNG

WITNESSES: (SIGNED) F. D. BAXTER, R. E. WARD

(SIGNED) BERNICE H. GARDNER

Notary Public

seal

FILED: JUNE 24 A. D. 1948 AT: 1:30 P. M.

RECORDED: JUNE 24 A. D. 1948 FILE NO: 168985 CLERK & EX OFFICIO RECORDER

134/600

to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commende the necessary operations to comply with the requirements hereof.

Lessor acknowledged to have received from Lessee the sum of --TWENTY FIVE AND NO/100 --- Dollars ($25.00) and other valuable considerations as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of July 21, 1948. but effective as of August 24, 1948.

(S) H. B. TIETJE.

WITNESSES: (S) M. N. STAFFORD, S. B. STEGALL.

STATE OF LOUISIANA)
)
PARISH OF LAFAYETTE)

BEFORE ME, the undersigned Notary Public, on this day personally appeared S. B. Stegall, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by G. B. Tietje (Lessor, as above mentioned) in his presence and in the presence of M. N. Stafford, the other subscribing witness.

(S) S. B. STEGALL.

SWORN TO AND SUBSCRIBED before me this 21st day of July, 1948.

(S) LOUISE A. VIGNEAUX, Notary Public in and for Lafayette Parish, Louisiana. (SEAL)

FILED JULY 23rd, A. D., 1948. AT: 1:00 P. M.

RECORDED JULY 23rd, A. D., 1948. FILE NO. 169445. CLERK & EX OFFICIO RECORDER.

S U C C E S S I O N

O F

BERT FLANDERS, JR.

J U D G M E N T

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO. 283,412 DIVISION "A" DOCKET NO. 1.

S U C C E S S I O N

OF

BERT FLANDERS, JR.

EXTRACT OF

J U D G M E N T

This cause camone on this day for trial. PRESENT: HYMAN MITHOFF, Attorney for Petitioners, Fred W. Bates, Joseph M. Jones, and J. Mort Walker, Jr. LOUIS H YARRUT, Attorney for Defendants, Elmer D. Flanders, individually and as Testamentary Executor and Mrs. Martha Manning Flanders, individually and as Natural Tutrix of the minors, Mary Catherine Flanders, Martha Anne Flanders and Bert Flanders III.

When, after hearing the pleadings, evidence and arguments of counsel, the Court, considering the law and the evidence to be in favor of plaintiffs and against defendants for the reasons orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED that there be judgment in favor of petitioners, Fred W. Bates, Joseph M. Jones, J. Mort Walker, Jr., and against defendants, Elmer D. Flanders, individually and in his capacity as Testamentary Executor of the Succession of Bert Flanders, Jr., and Mrs. Martha Manning Flanders, individually and as Natural Tutrix of theminors, Mary Catherine Flanders, Martha Anne Flanders, and Bert Flanders III, as prayed for, and * * * * * * * * *

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Fred W. Bates, Joseph M. Jones, J. Mort Walker, Jr., and Elmer D. Flanders by and they are hereby recognized as the owners of the following leasehold interest as of the date of its acquisition by Bert Flanders, Jr., said leasehold interest including all wells, equipment, tanks and appurtenances thereon, and all production and accumulated runs from any wells located thereon:

An undivided 1/4th interest in and to an oil, gas and mineral lease executed

by Albert Sidney Johnson and Adolphe C. Boudreaux, joined by his wife, Mrs. Rosa Castex Boudreaux, as Lessors, in favor of M. N. Stafford , as Lessee, under date of May 12, 1945, recorded under File No. 149166 in Conveyance Book 110, at Pages 522, et seq. of the Conveyance Records of Jefferson Davis Parish, Louisiana, covering the following described land situated in the Parish of Jefferson Davis, Louisiana:

1145.35 acres, more or less, being (a) Section 39 in Township 10 South of Range 3 West, Louisiana Meridian, except that portion lying in triangular form West of the East boundary line of Section 14 if extended through said Section 39, (b) Lot 2 of Fractional Section 13 in Township 10 South of Range 3 West, Louisiana Meridian, (c) Section 17 in Township 10 South of Range 2 West, Louisiana Meridian, except the 328 acres, more or less of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey made by E. J. Mead, C. E., dated in 1921, it being understood, however, that there is included in this lease two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. Alston & Co., and (d) Section 18 in Township 10 South of Range 2 West of the Louisiana Meridian, lying between the Southeast corner of the aforedescribed Section 39 on the West and the Mermentau River on the East; all asper plat showing the property herein leased, attached to the Act No. 81759 by which the Lessors purchased the said property from Jean Castex, Jr., and which is recorded in Jefferson Davis Parish, Louisiana. There is excepted from the above description and from this lease that certain tract of land comprising 10 acres, more or less, situated in Section 18, Township 10 South, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by Lessors herein to Fred Shutts by deed which was dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the records of Jefferson Davis Parisn, Louisiana, and more particularly described in said deed,

said lease being subject to an overriding royalty interest of 1/96th each in favor of H. B. Tietje, M. N. Stafford and Walter Grapes.

said ownership to be inthe following proportions:

Fred W. Bates	50%
Joseph M. Jones	20%
J. Mort Walker, Jr.	5%
Elmer D. Flanders	5%

and that the Succession of Bert Flanders, Jr. be and it is hereby re cognized as the owner of a 20% interest in the above described leasehold interest.

* * * * * * *

JUDGMENT READ AND RENDERED in Open Court this 8th day of July, 1948, at New Orleans, Louisiana.

JUDGMENT SIGNED in Open Court this 14th day of July, 1948, at New Orleans, Louisiana

(S) PAUL E. CHASEY, Judge.

A TRUE COPY (S) C. S. DUNN, Deputy Clerk, Civil Distridt Court Parish of Orleans, State of L

(SEAL)

FILED JULY 23rd, A. D., 1948. AT: 1:00 P. M.

RECORDED JULY 23rd, A. D., 1948. FILE NO. 169446. CLERK & EX OFFICIO RECORDER.

known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my official signature and seal at Houston Texas, on the day and date above written.

(SIGNED) J. N. HARGROVE

Notary Public in and for Harris County, Texas My commission expires June 1, 1949.

Seal

STATE OF TEXAS)
)
COUNTY OF BOWIE)

On this 14 day of July, 1948, before me personally appeared S. M. HARGROVE, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same ad his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my official signature and seal at Texarkana Texas, on the day and date above written.

(SIGNED) C. C. STINGLEY Notary Public Bowie Co. Tex. My commission expires June 1, 1949.

Seal

STATE OF LOUISIANA)
)
PARISH OF JEFFERSON DAVIS)

On this 24th day of July, 1948, before me, personally appeared ALBERT FUSILIER, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my official signature and seal at Jennings, Louisiana on the day and date above written.

(SIGNED) MINOS D. MILLER JR. Notary Public in and for Jefferson Davis Parish, Louisiana

My commission is for an indefinite period. Seal

FILED: JULY 24 A. D. 1948 AT: 10:00 A. M.

RECORDED: JULY 24 A. D. 1948 FILE NO. 169464 CLERK & EX OFFICIO RECORDER

&&&

(whether as out tenants, employees, partners of otherwise) who may have or claim any interes in the said lands or in the improvements thereon or in the grass, vegetation, flowers, shru trees, crops, live stock, or other personal property growing or located thereon, and whether the said damage is alleged to hage accrued prbr to the date hereof, or shall accrue subseque thereto.

WITNESS OUR HANDS this 24th day of July, A. D. 1948

(SIGNED) ALBERT SIDNEY JOHNSON, ADOLPHE C. BOUDREAUX

WITNESSES: (SIGNED) PAUL TRAHAN, DOT STEWART

STATE OF LOUISIANA)
PARISH OF JEFFERSON DAVIS)

BEFORE ME, Louis J. Boudreaux, a Notary Public in and for Jefferson Davis Parish, Louis on this 24th day of July, 1948, personally cameand appeared Albert Sidney Johnson and Adolphe C. Boudreaux, who in the presence of me, said authority, and Paul Trahan and Dot Stewart competent witnesses, declare and acknowledge that they are the identical persons who executed the foregoing instrument in writing, that their signatures thereto are their own true and genuin signatures, and that they executed said instrument of their own free will and for the purpos and considerations therein expressed.

Thus done and passed on the day and date hereinabove written, in the presence of the be named and undersigned competent witnesses, who have hereunto subscribed their names, togethe with said appearer, and me, said Notary, after reading the whole.

(SIGNED) ALBERT SIDNEY JOHNSON, ADOLPHE C. BOUDREAUX

WITNESSES: (SIGNED) PAUL TRAHAN, DOT STEWART

(SIGNED) L. J. BOUDREAUX NOTARY PUBLIC SEAL

FILED: JULY 24 A. D. 1948 AT: 10:30 A. M.

RECORDED: JULY 24 A. D. 1948 FILE NO: 169466 CLERK & EX OFFICIO RECO

&&&

139/3

ALBERT SIDNEY JOHNSON ET AL

T O

PELICAN OIL PURCHASERS, INC.

SALE OF LAND

STATE OF LOUISIANA :

PARISH OF JEFFERSON DAVIS :

KNOW ALL MEN BY THESE PRESENTS:

That, ALBERT SIDNEY JOHNSON and ADOLPHE C. BOUDREAU residents of the Parish of Acadia, State of Louisiana, for and in consideration of the price and sum of FIVE THOUSAND and NO/100 ($5,000.00) DOLLARS, Cash in hand paid unto them by PELICAN OIL PURCHASERS, INC., the receipt of which sum is hereby acknowledged, have granted, sold, conveyed and delivered, and by these presents do grant, sell, convey and deliver with full subrogation to all of their rights of action in warranty against all former owners and vendors unto the said Pelican Oil Purchasers, Inc., a Louisiana corporation domiciled in the Parish of Calcasieu, State of Louisiana, that certain tract or parcel of land situated in the Parish of Jefferson Davis, State of Louisiana, described as follows, to-wit:

Ten (10) acres of land situated in Section Eighteen, Township Ten South, Range Two West, upon which are situated the terminal facilities of the vendee; said tract is described as:

Starting at the Northwest corner of Section Eighteen, Township Ten South, Range Two West, at a one and one-quarter (1¼") inch galvanized iron pipe on the right descending bank of the Mermentau River on the line between Township Ten South, Range Two and Three West;

Thence, South 51° 13' East 276.5 feet;

Thence, South 53° 00' East 600 feet to 1¼" galvanized pipe, the lower front corner of the Robira 10-acre tract for a point of beginning;

Thence, following the right bank of the Mermentau River South 65° 30' East 450 feet;

Thence, South 84° 00' East 250 feet;

Thence, leaving the river and running South 37° 00' West 693.5 feet;

Thence, North 72° 06' West 691.5 feet to lower side line of the Robira 10-acres;

Thence, following said line North 37°00' East 693.5 feet to place of beginning and containing 10 acres, as per plat by F. Shutts' Sons, Civil Engineers, attached to and made a part hereof;

Said tract of land is bounded on the North by a 10-acre tract now or formerly owned by John J. Robira, on the East by the Mermentau River, and on the South and West by other land of vendors.

This sale and grant is made and accepted subject to the oil, gas and mineral lease presently affecting the hereinabove described property originally granted to M. N. Stafford, but all royalty, rentals, rights and benefits accruing to lessors under the said lease are hereby retained and reserved by vendors.

It is understood and agreed that there is excepted and reserved from this sale in favor of said vendors, their successors, heirs and assigns, all of the oil, gas, sulphur and other minerals of whatever nature, in, upon or beneath the lands herein described. In the exercise of the mineral servitude here reserved, no well location shall be situated upon the ten-acre tract herein conveyed, but said servitude shall be exercised and oil, gas and other minerals underlying said land shall be removed by wells or mines, the surface location of which shall be located off of said ten-acre tract, but which said wells or mines shall extend beneath the surface of said tract. Vendee recognizes the fact that should any portion of the ten-acre tract or the minerals thereunder be pooled or unitized with other lands and drilling or mining operations be conducted upon such unit or units, such operations shall constitute operations upon the ten-acre tract and serve to interrupt the running of prescription against the reserv

mineral servitude. Vendee further recognizes the fact that the lessee under the above mentioned lease originally granted to M.N. Stafford by instrument recorded in Conveyance Book 110, page 522, shall have the right to operate upon and beneath the surface of the ten-acre tract and that the limitation herein contained as to drilling or mining operations upon the surface of said ten-acre tract has no application to operations under said lease.

There is also excepted by and reserved to vendors the right to lease the hereinabove described property for oil, gas and mineral purposes and to receive the bonus payment together with all delay rental and royalty payments that may become due thereon.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereunto belonging unto the said purchasers and its successors and assigns forever; and the said vendors do hereby bind themselves and their heirs, successors and assigns to warrant and forever defend all and singular the said premises unto the said Pelican Oil Purchasers, Inc., and its successors and assigns against any and all persons whomsoever claiming the same or any part thereof.

At the present time, ingress and egress to the tract of land herein conveyed is available by a public road running through a larger tract of vendors' (of which the tract herein conveyed has heretofore formed a part), which public road connects with U. S. Highway No. 90. Vendors agree in the event said public road shall ever be abandoned or closed that the vendee and its successors and assigns shall have and is hereby granted a servitude of passage over, along and across the strip of land presently used as a public road and traversing said larger tract of land; the servitude hereby granted constitutes the tract of land herein conveyed as the dominant estate and the larger tract of land herein mentioned as the servient estate.

Vendors acknowledge that heretofore by an instrument dated August 6, 1946, recorded in Conveyance Book 120, page 302, File No. 156332, they granted vendee herein a right of way over and across all land owned by them situated in Section Thirty-nine, Township Ten South, Range Three West, and Section Eighteen, Township Ten South, Range two West for the purpose of constructing and maintaining pipe, telephone and electric lines terminating upon the ten-acre tract herein conveyed; and said rights of way grant is now ratified and confirmed. It is understood, however, that should additional lines be laid or constructed by vendee under the terms of said right of way grant, that then Vendors and their successors and assigns shall be paid additional sums of money calculated on the same basis per lineal rod as was paid by vendee to them at the time the above mentioned grant of August 6, 1946, was made.

The vendors declare under oath that there have been no changes in their marital statuses since the dates on which they acquired their respective interests in the land herein conveyed.

Vendors agree to pay the taxes which have been assessed against the land herein conveyed for the year 1948.

WITNESS the signature of the vendors in the presence of the undersigned, competent witnesses, on this the 3rd day of the month of March, 1949.

(S) ALBERT SIDNEY JOHNSON

WITNESSES:

(S) MICHAEL S. GUIDRY, KATHARINE OSTRAND

(S) ADOLPHE C. BOUDREAUX

WITNESSES: (S) MICHAEL S. GUIDRY, KATHARINE OSTRAND

STATE OF LOUISIANA :

PARISH OF JEFFERSON DAVIS :

BEFORE ME, the undersigned authority, on this day personally came and appeared KATHARINE OSTRAND, who, being sworn, acknowledged that she executed the above and foregoing instrument as a subscribing witness, and that it was executed by Albert Sidney John and Adolphe C. Boudreaux in her presence and in the presence of the other subscribing witness.

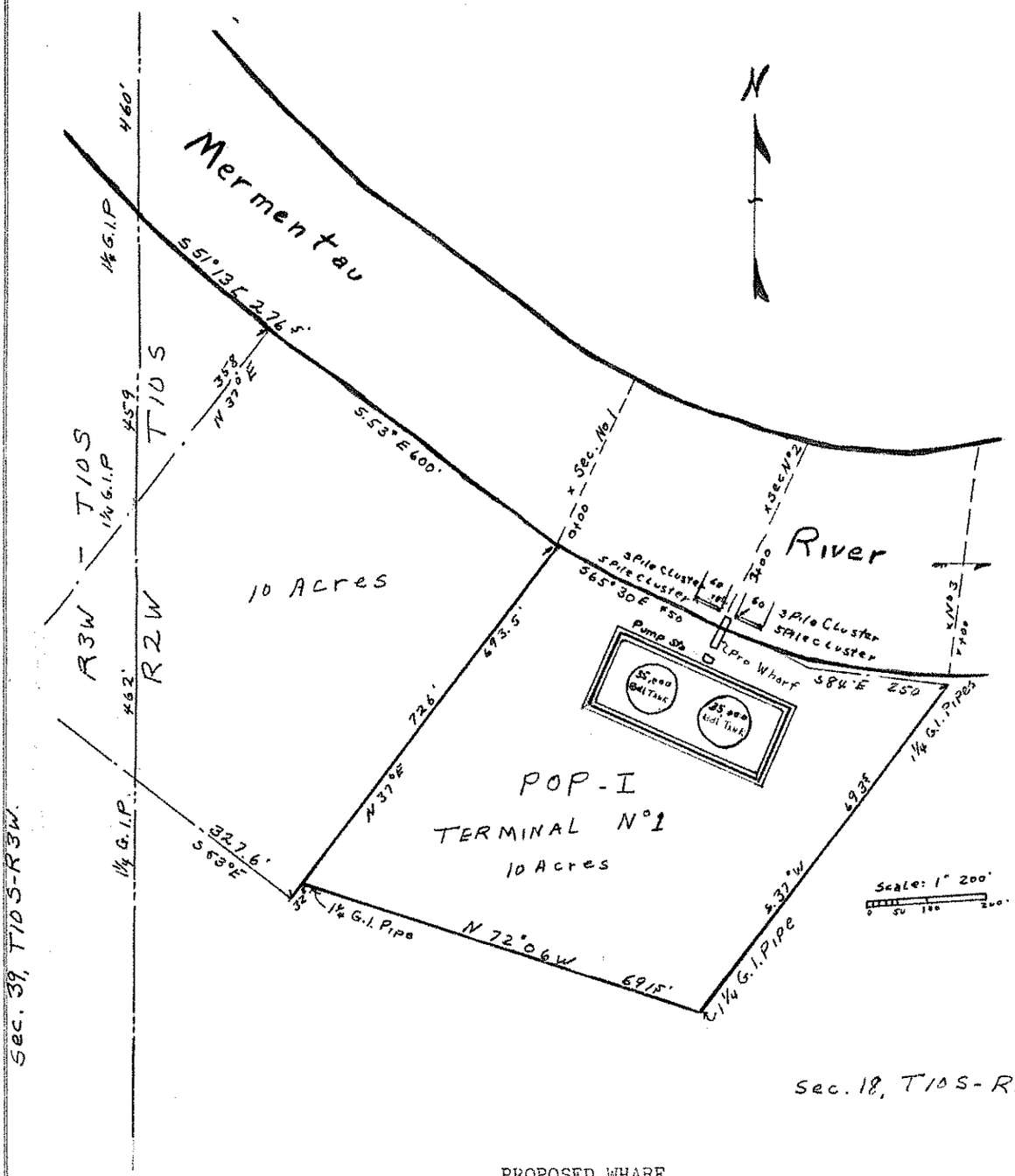
(S) KATHARINE OSTRAND

SWORN TO AND SUBSCRIBED before me, Notary Public, this 3rd day of March, 1949.

(S) W. H. ADAMS,

Notary Public

S E A L



PROPOSED WHARF

& PILE CLUSTERS IN MERMENTAU RIVER 3½ Miles South & 2½ Miles East

of Jennings, La.

Application made by Pelican Oil Purchases Inc. Oct. 21, 1946

$5.50 U. S. DOC. STAMPS ON ORIGINAL AND CANCELLED.

FILED: MARCH 9th A. D., 1949 AT: 8:00 A. M.

RECORDED: MARCH, 9th A. D., 1949 FILE NO: 173883

CLERK & EX OFFICIO RECORDER

139/123

RICHARD E. GERARD / TO / BERT T. WAIT / AFFIDAVIT

STATE OF LOUISIANA :

PARISH OF CALCASIEU :

KNOW ALL MEN BY THESE PRESENTS that before me, the undersigned authority, personally came and appeared RICHARD E. GERARD, who, being by me duly sworn, deposes and says:

That he has known Bert T. Wait, husband of AnnieHaggert for many years; that Bert T. Wait is also known as B. T. Wait and has recently executed instruments using his initials only.

That "B. T. Wait" who executed an instrument acknowledging the present validity of a mineral lease granted to C. A. Storer November 14, 1944, is the same person who, as "Bert T. Wait", executed said mineral lease.

/s/ RICHARD E. GERARD.

SWORN TO AND SUBSCRIBED before me, Notary Public, this 16th day of March, 1949.

/s/ A. J. SHEPARD, JR.

NOTARY PUBLIC

(S E A L).

FILED: MAR. 21 A. D., 1949 AT: 8:00 A. M.

RECORDED: MAR. 21 A. D., 1949 FILE NO. 174153 CLERK & EX OFFICIO RECORDER.

ROESER & PENDLETON, INC. / TO / COAST COMPANY, ET A. / PARTIAL ASSIGNMENT

THIS AGREEMENT made and entered into this 13th day of September, 1948, by and between ROESER & PENDLETON, INC., hereinafter referred to as "Assignor" and COAST COMPANY and CLYDE H. ALEXANDER, hereinafter referred to as "Assignees",

W I T N E S S E T H:

For and in consideration of the sum of Ten and no/100 ($10.00) Dollars, and other good and valuable consideration paid to Assignees, Assignor, subject to the covenants and agreements hereinafter contained, does hereby sell, transfer, assign, and convey unto Assignees, their heirs, successors and assigns, a one-fourth undivided interest each in and to the following described oil, gas and mineral lease:

Oil, gas and mineral lease dated May 12, 1945, and recorded in the conveyance records of the Parish of Jefferson Davis, State of Louisiana, on the 12th day of May, 1945, in Conveyance Record 110, at Pages 522, et seq., bearing File No. 149166, executed by Albert Sidney Johnson and Adolphe C. Boudreaux, joined by his wife, Mrs. Rosa Castex Boudreaux, as Lessors, in favor of M.N.Stafford, as Lessee, covering the following described property:

1145.35 acres, more or less, being (a) Section 39 in Township 10 South of Range 3 West, Louisiana Meridian, except that portion lying in triangular form West of the East boundary line of Section 14 if extended through said Section 39, (b) Lot 2 of Fractional Section 13 in Township 10 South of Range 3 West, Louisiana Meridian, (c) Section 17 in Township 10 South of Range 2 West, Louisiana Meridian, except the 328 acres, more or less of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey made by E.J. Mead, C.E., dated in 1921, it being understood, however, that there is included in this lease two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other

/s/ MARSHALL R. YOUNG.

WITNESSES: /s/ BETTY RUSSELL, MARY LOUISE WOODS.

/s/ BE RNICE A. GARDNER, Notary Public.

(SEAL).

STATE OF TEXAS

COUNTY OR HARRIS

BEFORE ME, the undersigned Notary Public in and for Harris County, Texas, on this 7th day of October 1948, personally came and appeared R. C. Graham, Vice-President of COAST COMPANY, who in the presence of me, said authority, and J. J. Gordon and N.W.Freeman, competent witnesses, declares and acknowledges that he is the identical person who executed the foregoing instrument in writing, that his signature thereto is his own true and genuine signature and that he executed said instrument as the act and deed of the said corporation, and for the purposes and considerations therein expressed.

Thus done and passed on the day and date hereinabove written, in the presence of the before named and undersigned competent witnesses, who have hereunto subscribed their names, together with said appearer and me, Notary, after reading the whole.

/s/ R. C. GRAHAM, Vice President of Coast Company.

WITNESSES: /s/ J. J. GORDON

/s/ N. W. FREEMAN

/s/ MILDRED McGINTY, Notary Public

in and for Harris County, Texas.

(S E A L).

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned Notary Public in and for Dallas County, Texas, on this 22nd day of November, 1948, personally came and appeared CLYDE H. ALEXANDER, who in the presence of me, said authority, and W. E. Murrah and Ruth Holland competent witnesses, declares and acknowledged that he is the identical person who executed the foregoing instrument in writing, that his signature thereto is his own true and genuine signature and that he executed said instrument of his own free will, and for the purposes and considerations therein expressed.

Thus done and passed on the day and date hereinabove written, in the presence of the before named and undersigned competent witnesses, who have hereunto subscribed their names, together with said appearer and me, Notary, after reading the whole.

/s/ CLYDE H. ALEXANDER.

WITNESSES:

/s/ N. E. MURRAH

/s/ RUTH HOLLAND

/s/ MAYNE PATERNOSTRO,

N O T A R Y

P U B L I C.

(S E A L).

FILED: MAR. 21 A. D., 1949 AT: 8:00 A. M.

RECORDED: MAR. 21 A. D., 1949 FILE NO. 174154

CLERK & EX OFFICIO RECORDER.

139/126

CLYDE H. ALEXANDER

TO

S. N. VAN WERT.

PARTIAL ASSIGNMENT

THIS AGREEMENT made and entered into this 13th day of September, 1948, by and between Clyde H. Alexander, hereinafter referred to as "Assignor", and S.N. Van Wert, hereinafter referred to as "Assignee",

W I T N E S S E T H:

For and in consideration of the sum of Ten and no/100 ($10.00) Dollars, and other good and valuable consideration paid by Assignee, Assignor, subject to the covenants and agreements hereinafter contained, does hereby sell, transfer, assign and convey unto Assignee, his heirs, successors and assigns, a one-eighth (1/8) undivided interest in and to the following described oil, gas and mineral lease:

Oil, gas and mineral lease dated May 12, 1945, and recorded in the conveyance records of the Parish of Jefferson Davis, State of Louisiana, on the 12th day of May, 1945, in Conveyance Record 110, at Pages 522, et seq, bearing File No. 149166, executed by Albert Sidney Johnson and AdolpheC. Boudreaux, joined by his wife, Mrs. Rosa Castex Boudreaux, as Lessor, in favor of L. N. Stafford, as Lessee, covering the following described property:

1145.35 acres, more or less, being (a) Section 39, in Township 10 South of Range 3 West, Louisiana Meridian, except thatportion lying in triangular form West of the East boundary line of Section 14 if extended through said Section 39, (b) Lot 2 of Fractional Section 13 in Township 10 South of Range 3 West, Louisiana Meridian, (c) Section 17 in Township 10 South of Range 2 West, Louisiana Meridian, except the 328 acres, more or less of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey made by E. J. Mead, C. E., dated in 1921, it being understood, however, that there is included in this lease two tracts of prairie land along the North Line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres more or less, which two tracts were not included in the aforesaid sale to A. Alston & Co., and (d) Section 18, in Township 10 South of Range 2 West of the Louisiana Meridian, lying between the Southeast corner of the afore-described Section 39 on the West and the Mermentau River on the East; all as per plat showing the property herein leased, attached to the Act. No. 81759 by which the lessors purchased the said property from Jean Castex, Jr., and which is recorded in Jefferson Davis Parish, Louisiana. There is excepted from the above description andfrom this lease that certain tract of land comprising 10 acres, more or less situated in Section 18, Township 10 South, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by lessors herein to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the records of JeffersonDavis Parish, Louisiana, and more particularly described in said deed.

The said lease having been assigned to Flanders by M.N.Stafford, as per assignment filed and recorded December 22, 1945, in Conveyance Record 114 of the Parish of Jefferson Davis, at Pages 216, et seq., bearing File #151998; and,

Bert Flanders, Jr., a prior Assignor, has heretofore granted to H.B.Tietje a 1/96th, to M.N.Stafford a 1/96th and to Walter Grapes a 1/96th overriding royalty interest in and to all of the oil, gas and other minerals if, as and when produced, saved and marketed from the above described lands under said lease and this assignment is subject to said assignments of overriding royalty interests, aggregating a 1/32nd overriding royalty interest.

Although Assignor represents that he is the lawful owner of at least an undivided one-eighth (1/8) interest in said lease and rights and interests thereunder (subject to the overriding royalties above mentioned) and that Assignor has good right and authority to sell and convey the one-eighth (1/8) interest herein assigned and that all rentals and royalties due and payable thereunder have been duly paid, it is nevertheless understood and agreed that this assignment is made without warranty of title, either expressor implied.

This agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

EXECUTED as of the date first above written.

/s/ CLYDE H. ALEXANDER, Assignor. WITNESSES: /s/ N.E.MURRAH, RUTH HOLLAND.
/s/ S.N.VAN WERT, Assignee. WITNESSES: /s/ N. E. MURRAH, RUTH HOLLAND.

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned Notary Public in and for Dallas County, Texas, on this 22nd day of November, 1948, personally came and appeared CLYDE H. ALEXANDER, who in the presence of me, said authority, and Ruth Holland and W. E. Murrah, competent witnesses, declares and acknowledges that he is the identical person who executed the foregoing instrument in writing, that his signature thereto is his own true and genuine signature and that he executed said instrument of his own free will, and for the purposes and considerations therein expressed.

Thus done and passed on the day and date hereinabove written, in the presence of the before named and undersigned competent witnesses, who have hereunto subscribed their names, together with said appearer and me, Notary, after reading the whole.

/s/ CLYDE H. ALEXANDER.
WITNESSES:
/s/ W. E. MURRAH
/s/ RUTH HOLLAND.
/s/ MAYNE PATERNOSTRO, Notary Public.
(S E A L).

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned Notary Public in and for Dallas, County, Texas, on this 22nd day of November, 1948, personally came andappeared S. N. VAN WERT, who in the presence of me, said authority, and Ruth Holland and W. E. Murrah, competent witnesses, declares and acknowledged that he is the identical person who executed the foregoing instrument in writing, that his signature thereto is his own true and genuine signature and that he executed said instrument of his own free will, and for the purposes and considerations therein expressed.

Thus done and passed on the day and date hereinabove written, in the presence of the before named and undersigned competent witnesses, who have hereunto subscribed their names, together with said appearer and me, Notary, after reading the whole.

/s/ S. N. VAN WERT.
WITNESSES: /s/ W. E. MURRAH, RUTH HOLLAND.
/s/ MAYNE PATERNOSTRO, Notary Public.
(SEAL).

FILED: MAR. 21 A. D., 1949 AT: 8:00 A. M.
RECORDED: MAR. 21 A. D., 1949 FILE NO. 174155

CLERK & EX OFFICIO RECORDER.

141/69

ROESER & PENDLETON, INC.

TO

COAST COMPANY, ET AL.

OPERATING AGREEMENT

OPERATING AGREEMENT entered into this 3 day of September, 1948, by and between Roeser & Pendleton, Inc., a Delaware corporation having a permit to do business in the State of Louisiana, herein referred to as "Operator," and Coast Company, a Delaware corporation having a permit to do business in the State of Louisiana; Bates & Cornell, a partnership composed of Fred W. Bates and Drew Cornell; Clyde Alexander; S. N. Van Wert; Joseph M. Jones; J. Mort Walker, Jr.; Elmer D. Flanders, individuals; and Succession of Bert Flanders, Jr., herein collectively referred to as "Non-Operators" and severally referred to as "Non-Operator",

W I T N E S S E T H :

1. Interests of the Parties: Operator owns an undivided one-fourth (1/4) interest and Non-operators collectively own an undivided three-fourths (3/4) interest (the individual interests of Non-operators being set forth in Exhibit A attached hereto and made a part hereof) in and to the leasehold rights affecting the lands situated in Jefferson Davis Parish, Louisiana, more particularly described in Exhibit B attached hereto and made a part hereof. Subject to the provisions of Section 8 hereof, such parties shall own like respective individual interests in the oil and gas produced from said lease and shall bear and pay in like proportions the costs, expenses, and liabilities incurred in the exploration, development, operation and maintenance of the said leases which are properly chargeable to the joint account hereunder.

2. Operator: Operator shall, subject to the terms and provisions of this agreement and the limitations herein stated, have exclusive charge and control of the exploration, development, operation, maintenance and management of the leases now or hereafter made subject to this agreement and of the joint account property and equipment thereon and of all joint account wells thereon. Operator shall perform and carry on such duties in accordance with good oil and gas field practices, in the interests of all parties hereto and as an ordinarily prudent operator, but Operator shall have no responsibility whatever to Non-operators for errors of judgment.

3. Rentals and Royalties: Rentals and royalties which may become due and payable under the leases now or hereafter made subject to this agreement shall be paid by Operator, and Operator shall exercise diligence to pay same when due but shall not be liable to Non-operators for failure to pay same or for failure to pay the proper amount. Such sums so paid shall be charged to the joint account, which joint account shall be maintained in accordance with the provisions of the accounting procedure attached heretomarked Exhibit C and incorporated herein by reference All reports and other material, logs and data required to be made and filed under the terms of the leases subject hereto or under any applicable law, regulation or order governing operations on the leases, shall be prepared and filed by Operator, and Operator shall exercise diligence to prepare and file same when due but shall not be liable to Non-operators for failure to do so. Operator shall furnish Non-operators copies of all letters or other communications with which rental or royalty payments are transmitted, and copies of all rental and royalty statements and receipts and copies of all reports, material, logs and other data filed by Operator in compliance with this section and the leases, and in compliance with any laws, rules, regulations and orders applicable at the time to operations hereunder.

4. Exploration and Development: Roeser & Pendleton, Inc. has drilled the well required to be drilled by it under the provisions of a written "Contract for the Drilling of Test Well and Partial Assignment of Lease" dated October 1, 1947, by and between Bert Flanders, Jr. and Roeser & Pendleton, Inc., which well resulted in a commercial producer of gas and distillate and same has been completed into tanks.

No additional well shall be drilled, nor shall any operations for deepening, reworking r recompleting any well in the same or a different horizon be undertaken by Operator without he consent in writing of all parties hereto, except that Operator without such consent may rill for the joint account any well on any lease subject hereto in order to meet any offset bligation arising under the said leases.

If any party hereto desires to conduct any drilling, reworking or recompletion operations other than the deepening of a drilling well), it shall notify the other parties hereto in riting of such decision, including the nature and proposed location of such operation, the roposed depth of completion or recompletion, a plan in reasonable detail of operations proosed and a detailed estimate of the cost thereof. If all of such parties hereto advise the party iving such notice in writing within thirty days after receipt of such notice that they elect nconditionally to participate in such operation, the operation proposed shall be undertaken nd carried out by Operator for the joint account.

After a joiny account well has been drilled to the completion depth proposed initially, r upon proposal for deepening, if non-productive to such applicable completion depth, any arty hereto may propose the drilling of such well deeper or the seeting of production string f casing and attempting completion by giving notice to the other parties hereto by telegraph or elephone, of the depth to which additional drilling is proposed or to which such casing is to e run, and the estimated cost thereof, such notice to be given on the day following receipt by uch proposing party from Operator of the electrical log to the total depth or report of drill tem tests or other tests made in the well, whichever is received later. If all parties receiving uch proposal or notice advise Operator by telephone or telegraph on the day following receipt hereof or on the day following receipt by such parties of copies of such electrical logs or eport on tests, whichever is later, that they will participate in the deeper drilling proposed, r the setting of such casing and completion attempt such well shall be deepened, or casing shall e set and completion attempted at the joint expense and for the joint account of the parties ereto.

If any party hereto desires not to participate in such proposed operation, such non-participating party shall, upon completion of such proposed operation (whether drilling, deepening, eworking or recompletion), transfer and assign to the participating parties all of such nonarticipating party's interest in the said lease in so far as same covers oil and oil rights in nd under a tract containing forty (40) acres, or in so far as said lease covers gas and gas rights n and under a tract containing three hundred twenty (320) acres, the location and confirmation f such tract be as nearly in the form of a square as practicable. Such non-participating party hall not be liable or responsible for costs, expenses and liabilities incurred in such operations.

For the purposes hereof an operation shall be considered completion when production has been btained or restored, or when the well or other operations is abandoned after diligent efforts to arry the same to the proposed conclusion have failed.

. Expense Limit: The Operator shall secure the consent of Non-operators before incurring any tem of expense in excess of Two Thousand Dollars ($2,000.00), except expenditures for the drilling id equipping of wells authorized by the parties hereto. When the parties hereto shall have agreed pon the drilling of a well or wells for the joint account, Operator is authorized to incur all ecessary expense (except expense incurred after reaching the proposed completion depth in conection with deepening or setting casing and attempting completion for which further consent is equired under Section 4 hereof), in the drilling, completing or abandoning of such well or ells without securing the additional consent of Non-operators.

. Marketing of Production: Operator and Non-operators shall, subject to the further provisions ereof, each have the right to take and receive in kind their respective proportionate parts f all oil, gas and other minerals produced from the leasedpremises or of any one or more of

them, in the proportion that its part of the working interest in and under the leases bears to the entire working interest, by giving to each of the other parties hereto at least thirty (30) days prior notice in writing of the product it has elected to take in kind and by furnishing at such electing party's sole expense such facilities as may be necessary to effect division and measurement of and to receive such product on or before the date fixed in the notice, upon which delivery of such product in kind is to be commenced. Such party shall also pay Operator, or if such electing party be the Operator it shall bear and pay, any additional expense incurred by Operator in effecting delivery and measurement, and the royalty and overriding royalty due and payable under the leases or otherwise and charges and taxes payable upon such portion of the production. Operator shall not be required to resume for the account of any party who has elected to take any product in kind, the marketing of such product priot to the expiration of six (6) months after the date of first delivery to such electing party, and then only upon at least thirty (30) days prior written notice.

During periods when any party who has elected to take or is taking such party's portion of any product hereunder, when such party is in default in payments due by such party to Operator hereunder, Operator may decline to make or cease making deliveries of such product, until such default is remedied.

Any party electing to take such party's part of any product in kind shall, if it proposes to or has agreed to sell such product (and not to use it itself), also advise the other parties hereto concurrently with the notice of election to take in kind, the name of the purchaser thereof, the price to be received and other terms of the transaction, and any other party hereto shall have the right and privilege to join in such sale and to deliver a prorata part of the products sold and delivered to such purchaser upon the same terms and for the same price as the electing party.

During periods when any party hereto is not taking such party's part of any product in kind, the Operator is hereby authorized to and will exercise diligence to market and sell such products currently as produced upon the same terms and for the same price upon which Operator markets and sells Operator's portion of such products, the same to be marketed without division in kind. Sales made by Operator shall, however, be on a basis permitting cancellation on not more than thirty (30) days' notice. Sales for longer periods shall be under written contract joined in by each party participating therein.

All sales made hereunder shall be upon terms providing for payment of the proceeds from each participating party's portion of the product direct to such party, except and only in instances when Operator is entitled to receive the same for application upon amounts due Operator hereunder from such party. In order to enable Operator to market and sell the products of any party not taking in kind, such party will execute such division order in usual and customary form containing warranty of title as to such party's interest as may be reasonably required to effectuate and evidence the sale. Should the purchaser of such products require Operator to receive the proceeds and distribute the same to Non-operators or any of them, then Operator shall be entitled to a reasonable charge for overhead expenses incurred in distributing such proceeds, the same to be payable, however, only by the Non-operator to Non-operators to whom such distribution is made.

7. Surrender and Abandonment of Leases or Wells: If the Operator or any Non-operator interested in any leases subject to this agreement determines to surrender or abandon any lease or any producing well which has ceased to produce or is not in the opinion of such party producing in paying quantities, such party shall notify in writing all of the other parties hereto of such decision. Each of the parties receiving such notice shall have fifteen (15) days within which to elect by notice in writing delivered to the notifying party whether it or they will join therein or willaccept assignment of such lease or take over such well. If any

party receiving such notice of desire to surrender or abandon fails so to notify the party giving such notice, such party shall be deemed conclusively to have elected to join in such surrender or abandonment, provided such notice was actually received.

If all parties at interest in such lease or well elect to join in such surrender or abandonment, such lease or well shall be surrendered and abandoned for the joint account, and Operator shall endeavor to remove and recover all salvagable materials and equipment on or used in connection with such lease or well. If any party interest in such lease or well elects not to join therein, the respective parties electing to surrender or abandon shall forthwith transfer and assign to the party or parties entitled thereto all of their interests in the lease to be surrendered or abandoned and in the equipment thereon, or if only the abandonment of a well be involved, such surrendering or abandoning parties shall, upon tender of the salvage value of such parties' interests in the equipment in and on the well determined as provided in Exhibit C hereto, transfer and assign their respective interests in such well, the production therefrom, and the equipment therein and the lease or leases subject hereto in so far as it or they cover the acreage included in the drilling unit attributable to such well according to the rules, regulations and orders of the Conversation Commission of Louisiana at the time in effect, provided that if there be no such rules, regulations or orders, the unit shall contain forty (40) acres as to oil and oil rights and three hundred twenty (320) acres as to gas and gas rights.

3. Assignment and Partition: Operator or any Non-operator may sell, transfer, assign or mortgage all or any part of its or his interest in all of the leases subject to this agreement, provided that if any party sells, transfers, assigns or mortgages less than such party's entire interest in all of such leases, such interest shall be a uniform undivided interest in all leases subject hereto. Each sale, transfer or assignment shall be made subject to this agreement and the purchaser, transferee or assignee shall assume the obligations of this agreement and charges to the joint account in so far as they relate to such interests and only to the extent and in an amount equivalent to the proportion that the leasehold interest acquired by such assignee bears to the entire leasehold interest under the leases subject to this agreement. For the purposes of this provision, the purchaser of interests in the leases at a foreclosure or other sale through court process shall be considered a purchaser, transferee and assignee, but the trustee under a mortgage and deed of trust shall not be required to assume or undertake such obligations unless and until it should acquire such interests on a sale thereof upon foreclosure.

This agreement shall inure to and bind the respestive successors and assigns of the parties hereto. Each such successor or assignee shall become a party hereto with like effect as though it had joined in the execution of this Agreement in the first instance. Subject to the provisions of Section 17, such successor and assignee, with respect to the leases subject hereto and its interests therein, shall be entitled to exercise severally the rights and privileges of a Non-operator or Operator, accordingly, and shall be responsible for and bear its proportionate part of all costs, expenses and liabilities chargeable to the joint account. Provided, however, assignment by Operator of less than all of its interest in the leases subject hereto shall not terminate its right to act as Operator hereunder.

During the term of this agreement no party hereto shall have the right to partition, by sale or otherwise, the leases subject to this agreement; provided, however, that a sale, transfer, assignment or mortgage of all of a party's interest in said leases or of an undivided portion thereof throughout all leases shall not be considered a partition.

4. Drilling Contracts: All wells drilled shall be drilled on a competitive contract basis at the usual rates prevailing in thefield in which the land subject to the above leases is located, and all drilling contracts shall provide that the well is not to deviate in excess of three degrees

from the perpendicular upon completion. Operator, if it sodesires, may employ its own tools and equipment in the drilling of wells to be drilled for the joint account hereunder, but in such event the charge therefor shall not exceed the prevailing rate in the field, and such work shall be performed by Operator under the same terms and conditions as shall be customary and usual in the field when same is performed under contract by independent contractors doing work of a similar nature.

10. Participation in New Leases: If any party or parties hereto should acquire any oil, gas and/or mineral lease or leases within on-half mile of any of the land covered by leases subject to this agreement, such party shall immediately notify the other party or parties of such acquisition, and for a period of five days after receipt of such notice, such other party or parties hereto shall have the right (but not the obligation) to share in such lease or leases upon paying the acquiring party or parties his or their proportionate part of the actual cost of such lease or leases, such sharing in such lease or leases to be in the same proportion as the parties own the leases subject to this agreement.

11. Insurance: Operator shall not be liable in any way for injuries to or death of employees of Non-operators or damage to property of Non-operators arising out of or resulting from operations hereunder unless occasioned by willful misconduct or gross negligence of Operator.

Operator shall carry and maintain in effect at all times Workmen's Compensation Insurance under the laws of the State of Louisiana covering employees of Operator and shall do and perform all acts and things requisite to the effectiveness of such insurance, and shall also carry Employee's Liability and Occupational Disease Insurance withlimits of $50,000/$100,000.

Operator, without assuming any liability hereunder, also shall carry and maintain in effect for the benefit of Operator and Non-operators:

Automobile Liability Insurance with limits of $100,000/$1,000,000 and Automobile Property Damage Insurance with limits of $500,000.

General Public Liability Insurance, including Contractors' Contingent Liability, with limits of $200,000/$500,000, and property damage of $1,550,000, with $1,000 deductible.

Operator shall not be liable in any event for any loss by fire, windstorm, insurrection, ware, strikes, lockouts, or other casualty occuring to any of the property held and operated by Operator hereunder for the joint account of the parties hereto.

Operator or Non-operators may procure and maintain fire, windstorm, or other casualty insurance in such amounts as they may desire on such party's share of the jointly owned equipment and facilities used in the development and operation of the jointly owned property. The benefits of such insurance shall inure to the participants who procure and maintain it, and the cost of such insurance shall be borne by the individual participants who procure it, without reimbursements, one from the other, and without entering into the accounting under this agreement; provided, that in each insurance policy so procured there shall be included a waiver on the part of the insurance company of all right of subrogation as against each party not named in such policy as an assured, provided the insurers will issue such waiver.

Operator shall furnish Non-operators written notice of damages or losses incurred by fire, storm or flood, or other natrual or accidental cause as soon as possible after report of same is received by Operator.

Where Operator under this agreement is required to carry insurance for the benefit of Non-Operators, Operator shall furnish Non-Operators with certificates of insurance from the Insurers said certificates to provide for ten days notice to Non-operators before cancellation.

12. Taxes: Operator and each Non-Operator shall render for taxation such party's interest in the leases and pay such party's own ad valorem taxes, and Operator shall have no responsibility with respect thereto. Operator shall, however, pay and charge to the joint account all production severance, gathering and other like taxes.

13. Surplus Equipment: Surplus material and equipment, when in the judgment of the Operator

same is not necessary for the development and operation of the above described property, may, with the approval of Non-Operators, be divided in kind or sold for the benefit of the joint account. Small materials may be transferred by Operator to its warehouse or other leases subject to this agreement without obtaining formal consent of Non-operators, and proper charges and credits shall be made by Operator as provided in the accounting procedure attached hereto.

14. Inspections: Each Non-operator at his own expense and cost shall have the right at all reasonable times during business hours (1) to inspect the records and accounts pertaining to the operations conducted by Operator hereunder and (2) to inspect the premises covered hereby and each and every part thereof and all structures and equipment located thereon, and receive from the superintendent and/or other responsible representatives of operations in charge of operations on said premises full information with respectto the status of development and operations being conducted by Operator, including the depth and condition of wells, the amount of production and other similar information. Each Non-operator is privileged at his own cost and expense to keep a representative on said premises who may stramp and guage tanks and observe all operations conducted on said premises.

15. Responsibility of Parties: This agreement does not, and shall not be construed as, creating or constituting a partnership between the parties hereto. The liability of the parties hereto shall he several and not joint or collective. The responsibility of the Operator shall be limited to its obligations hereunder.

16. Lien: Non-operators hereby acknowledge that as security for all amounts due to Operator and unpaid, Operator, as a matter of right, has and shall have, and Non-operators hereby grant Operator, a first lien and privilege upon all of the real and personal property described in and covered by this agreement and on all of the oil, gas, casinghead gas, and other minerals owned by Non-operators, while same are situated on the leased premises, and on all of the moneys of Non-operators, while in the possession of Operator. Said real property, personal property, oil, gas, casinghead gas, other minerals and moneys are hereby pledged by Non-operators to Operator to further secure payment of said amounts.

The above mentioned lien and privilege of Operator is and shall be the same as and equivalent to that accorded to laborers and furnishers of services, fuel, supplies, and materials by Act No. 68 of the Louisiana Legislature, for the year 1942 and any amendments thereof. For the purpose of this contract, Non-operators acknowledge that amounts expended by Operator hereunder in paying laborers and furnishers are and shall be for the benefit of the joint account, for the payment of which Operator is bound with and for Non-operators and Operator has an interest in discharging such debts; that upon such laborers and furnishers being paid by Operator, Operator shall become subrogated to the rights of such laborers and furnishers and to the lien accorded them by law. Non-operators further agree that it shall not be necessary for Operator to file notice of its claim to such lien in the mortgage records (as provided by the aforementioned act) in order to preserve same.

The lien granted and acknowledged to exist hereunder may be enforced as against Non-operators in accordance with said actand amendments and in the manner therein provided. Said liens shall not be exclusive, but it shall be in addition to all rights, privileges and remedies afforded in such cases by the law of Louisiana.

17. Change of Operator: In the event Operator transfers and assigns all of its interest in the leases subject hereto to any assignee other than a parent, subsidiary or affiliated corporation of Operator, Non-operators shall have the right to appoint a Non-operator to become Operator hereunder, such selection to be made by vote of all Non-operators, the vote of each Non-operator being given weight in proportion to such Non-operator's interest in the leased premises. A parent of operator shall be a corporation owning fifty per cent (50%) or more of the outstanding voting stock of Operator; a subsidiary of Operator, shall be a corporation in which Operator owns fifty

per cent (50%) or more of the outstanding voting stock; and, an affiliate shall be a corporation in which the parent, or any subsidiary of the parent, or a subsidiary of Operator, owns like control.

18. Arbitration: In case of disagreement as to any matter relating to operations hereunder which cannot be settled amicably, then, upon five (5) days' written notice given by one or more parties hereto to the others, the matter in disagreement shall be submitted to a board of three arbitrators. Non-operators agree to appoint one arbitrator and Operator agrees to appoint one arbitrator. Such appointments shall be made within ten (10) days after the notice is given. Should either Operator or Non-Operators fail or refuse to appoint an arbitrator within the time specified, the party or parties hereto appointing an arbitrator, upon five (5) days' written notice to the party or parties failing or refusing to appoint an arbitrator, may apply to the person who is the judge then senior in office of the District Court of the United States of America having jurisdiction for the Western District of Louisiana, or any federal court of similar jurisdiction for the appointment of such second arbitrator, and in such case the person so appointed shall act as a second arbitrator. The third arbitrator shall be chosen promptly by the two so appointed. All three arbitrators shall be disinterested practical oil operators. Pending a decision of the board of arbitrators, the parties hereto shall remain bound by the express terms hereof. Any and all decisions rendered by a majority of the board of arbitrators shall be final and binding, upon the parties hereto, and adjustments shall be made in conformity with their award, including forfeiture of the right of Roeser & Pendleton, Inc., to operate if it is found that such party has not operated with reasonable efficiency and prudence, from an overall standpoint.

19. Term: This agreement shall remain in full force and effect so long as the oil, gas and mineral leases now or hereafter made subject to this agreement, or any of the, or any renewal or extension of same shall remain in force, or until terminated by mutual agreement of the parties hereto.

20. Title: In the event of loss or failure of title to any of the leases subject to this agreement, responsibility of each party hereto interest therein shall be several, and not joint, and shall be limited to the production or proceeds accruing to such party's interest and the royalties attributable thereto, provided such party actually receives same.

21. Billing and Payment: Billing by Operator and payment by Non-operators shall be governed by the applicable provisions of the joint accounting procedure attached hereto, provided, however, that in connection with operations conducted under Section 4 hereof, expenditures authorized under Section 5 hereof, or any other operations or expenditures undertaken or to be made by Operator hereunder, including, without limitation, expenses in connection with operation and maintenance of jointly owned properties, Operator shall have the right to estimate all of such expenditures thirty (30) days in advance and notify each Non-operator in writing thereon and each Non-operator shall promptly advance and pay to Operator such Non-operator's proportionate party of such estimated expenditures; and Operator may require each Non-operator to make such advance, or to make financial arrangements therefor satisfactory to Operator, before any work covered by such estimate is actually done.

22. Preferential Right to Purchase: In the event any party hereto desires to sell all or a part of his or its undivided interest in all of the leases, the other parties hereto shall have a preferential right to purchase the same upon terms and conditions acceptable to the party desiring to sell. In such event, the party desiring to sell shall promptly communicate in writing tothe other parties heretothe offer received by him or it from a prospective purchaser ready, willing and able to purchase the same, together with the name and address of such prospective purchaser; and the parties so notified shall thereupon have an option for a period of seven (7) days after the receipt of said notice topurchase such interest upon the

terms and conditions specified in the notice for the benefit of such of the parties hereto as may agree to purchase the same; provided, that any interest so acquired shall be shared by the parties purchasing same upon the basis of the interests then severally owned by them in the leases; and provided, further, the limitations of this paragraph hereof, shall not apply where any corporate party hereto desires to dispose of its interest by merger, reorganization, consolidation, or a sale of all of its assets, or a sale of its interests in said leases and the rights acquired under this Operating Agreement to a subsidiary or to any company in which such corporate party owns a majority of the stock, nor shall such limitations apply to the transfer by any individual party hereto to a trustee for the benefit of such individual or any member of his immediate family, or directly to any member of his immediate family.

23. Rules and Regulations: All terms, provisions and conditions of this agreement are expressly made subject to all rules, orders, and regulations of any duly constituted authority, state or federal, having jurisdiction.

24. Notices: All notices to be given hereunder shall be given by registered mail, return receipt requested, unless otherwise provided, and such notice shall be given Operator and Non-operators addressed as follows:

To operator at its office 608 Fort Worth Club Bldg., Fort Worth, Texas;

To Coast Company at P. O. Box 2511, Houston, Texas;

To Bates & Cornell at Lafayette, Louisiana;

To Clyde Alexander at Continental Building, Dallas, Texas;

To S. N. Van Wert at Continental Building, Dallas, Texas;

To Joseph M. Jones at Canal Building, New Orleans, Louisiana;

To J. Mort Walker, Jr., at Canal Building, New Orleans, Louisiana;

To Elmer D. Flanders at Canal Building, New Orleans, Louisiana;

To Succession of Bert Flanders, Jr., to Elmer D. Flanders, Testamentary Executor, at Canal Building, New Orleans, Louisiana.

This agreement shall extend to and be binding upon the parties and their respective successors and assigns.

IN TESTIMONY WHEREOF, this instrument is signed by the parties effective this 3 day of the month of September, 1948.

ROESER & PENDLETON, INC., By /s/ Marshall R. Young, Vice President, Operator.
WITNESSES: /s/ BITTY SABYEE, JEWELL WILLIAMS.
ATTEST: /s/ ALLEN WASHETT, Secretary. (CORP.SEAL).

COAST COMPANY By /s/ R. C. GRAHAM, Vice President.
WITNESSES: /s/ DAN W. McCAULEY, J. J. GORDON.
ATTEST: /s/ W. D. WALSER, Assistant Secretary. (CORP.SEAL).

BATES & CORNELL, a partnership By /s/ FRED W. BATES, DREWCORNELL, Partners.
WITNESSES: /s/ J.B.WHARTON, MARK W.MITCHELL, J. B. WHARTON, MARK W. MITCHELL.

/s/ CLYDE H. ALEXANDER.
WITNESSES: /s/ A. W. EALY, WILNA WATHEAST.

/s/ S. N. VAN WERT.
WITNESSES: /s/ A. W. EALY, WILNA WATHEAST.

/s/ JOSEPH M. JONES.
WITNESSES: /s/ KITTY LEVEAN, ISOKE GEHERT.

/s/ J. MORT WALKER, JR.
WITNESSES: /s/ KITTY LEVEAN, WILMUNE EARLE

/s/ ELMER D. FLANDERS.
WITNESSES: /s/ KITTY LEVEAN, WILMUNE EARLE

SUCCESSION OF BERT FLANDERS, JR., By /s/ ELMER D. FLANDERS, Testamentary Executor.
WITNESSES: /s/ KITTY LEVEAN, WILMUNE EARLE

THE STATE OF TEXAS)
)
COUNTY OF TARRANT)

On this 11th day of March, 1949, before me appeared MARSHALL R. YOUNG, to me personally known, who being by me duly sworn did say that he is the Vice President of ROESER & PENDLETON, INC., and that the seal affixed to said instrument is the corporate seal of said corporation and

that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said MARSHALL R. YOUNG acknowledged said instrument to be the free act and deed of said corporation.

/s/ BERNICE H. GARDNER, Notary Public in and for Tarrant County, Texas. S E A L

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

On this 21st day of January, 1949, before me appeared R. C. GRAHAN, to me personally known who, being by me duly sworn did say that he is the Vice President of COAST COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of directors, and said R.C. Graham acknowledged said instrument to be the free act and deed of said corporation.

/s/ MARSEILLAISE RICH, Notary Public in and for Harris County, Texas. S E A L.

THE STATE OF LOUISIANA)
)
PARISH OF LAFAYETTE)

On this 24th day of March, 1949, before me appeared FRED W. BATES AND DREW CORNELL, to me personally known, who, being by me duly sworn did say that they are partners, doing business under the partnership name of BATES & CORNELL, and that said instrument was executed by them in behalf of said partnership, and said FRED W. BATES AND DREW CORNELL acknowledged said instrument to be their free adt and deed and the free act and deed of said partnership.

/s/ OPAL IVINE ONEALE, Notary Public in and for Lafayette Parish, Louisiana. S E A L.

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 21st day of March, 1949, before me personally appeared CLYDE ALEXANDER, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

/s/ DEVOTA MERRITT, Notary Public in and for Dallas County, Texas. S E A L.

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 21st day of March, 1949, before me personally appeared S. N. VAN WERT, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

/s/ DEVOTA MERRITT, Notary Public in and for Dallas County, Texas. S E A L.

THE STATE OF LOUISIANA)
)
PARISH OF ORLEANS)

On this 2nd day of April, 1949, before me personally appeared JOSEPH M. JONES, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

/s/ WM. BEHAN DREUX, Notary Public in and for Orleans Parish, Louisiana. S E A L.

THE STATE OF LOUISIANA)
)
PARISH OF ORLEANS)

On this 2nd day of April, 1949, before me personally appeared J. MORT WALKER, JR., to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

/s/ WM. BEHAN DREUX, Notary Public in and for Orleans Parish, Louisiana. S E A L.

HE STATE OF LOUISIANA)
)
ARISH OF ORLEANS)

On this 2nd day of April, 1949, before me personally appeared ELMER D. FLANDERS, to me nown to be the person described in and who executed the foregoing instrument, and acknowledged hat he executed the same as his free act and deed.

s/ WM. BEHAN DREUX, Notary Public in and for Orleans Parish, Louisiana. S E A L.

HE STATE OF LOUISIANA)
)
ARISH OF ORIEANS)

On this 2nd day of April, 1949, before me personally appeared ELMER D. FLANDERS, Testa- entary Executor for the Succession of BERT FLANDERS, JR., to me known to be the person des- cribed in and who executed the foregoing instrument, and acknowledged that he executed the ame as his free act and deed, in hiscapacity as Testamentary Executor for the Succession of ert Flanders, Jr.,

s/ WM. BEHAN DREUX, Notary Public in and for Orleans Parish, Louisiana. S E A L.

EXHIBIT A

TO

OPERATING AGREEMENT DATED SEPTEMBER 3, 1948
BETWEEN ROESER & PENDLETON, INC., COAST
COMPANY, ET AL.

The interests of the parties in and to the leaseholds rights subject to the aforementioned perating Agreement are the following respective undivided interests, namely:

perator	
Roeser & Pendleton, Inc.	1/4
on-Operators	
Coast Company	1/4
Bates & Cornell	1/8
Clyde H. Alexander	1/8
S. N. Van Wert	1/8
Joseph M. Jones	1/20
J. Mort Walker, Jr.	1/80
Elmer D. Flanders	1/80
Succession of Bert Flanders, Jr.	1/20

EXHIBIT "B"

TO JOINT OPERATING AGREEMENT BETWEEN ROESER &
PENDLETON, INC. AND COAST COMPANY, A CORPORATION,
ET AL, DATED OCTOBER 25, 1948.

ll, gas and mineral lease dated May 12, 1945, and recorded in the conveyance records of the arish of Jefferson Davis, State of Louisiana, on the 12th day of May, 1945, in Conveyance ecord 110, at pages 522, et seq., bearing File No. 149166, executed by Albert Sidney Johnson id Adolphe C. Boudreaux, joined by his wife, Mrs. Rosa Castex Boudreaux, as Lessors, in avor of M. N. Stafford, as lessee, covering 1145.35 acres, more or less, being (a) Section 39 n Township 10 South of Range 3 West, Louisiana Meridian, except that portion lying in trian- ular form West of the East boundary line of Section 14 if extended through said Section 39, b) Lot 2 of Fractional Section 13 in Township 10 South of Range 3 West, Louisiana Meridian, c) Section 17 in Township 10 South of Range 2 West, Louisiana Meridian, except the 328 acres, ore or less of swamp timber land lying the the Eastern portion thereof, which was sold by ean Castex and others to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jef- erson Davis Parish, and which is shown by a plat of Survey made by E. J. Mead, C. E., dated n 1921, it being understood, however, that there is included in this lease, two tracts of

prairie land along the north line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres more or less, which two tracts were not included in the aforesaid sale to A. Alston & Co., and (d) Section 18 in Township 10 South of Range 2 West of the Louisiana Meridian, lying between the Southeast corner of the aforesaid described Section 39 on the West and the Mermantau River on the East; all as per plat showing the property herein leased, attached to the Act No. 81759 by which the lessors purchased the said property from Jean Castex, Jr., and which is recorded in Jefferson Davis Parish, Louisiana. There is excepted from the above description and from this lease that certain tract of land comprising 10 acres, more or less, situated in Section 18, Township 10 South, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by lessors herein to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the records of Jefferson Davis Parish, Louisiana, and more particularly described in said deed.

EXHIBIT C

ATTACHED TO AND MADE A PART OF JOINT OPERATING AGREEMENT BETWEEN ROESER & PENDLETON, INC. AND COAST COMPANY, A CORPORATION, ET AL,

ACCOUNTING PROCEDURE
(UNIT AND JOINT LEASE SCHEDULE)

The term "joint property" as herein used shall be construed to mean the subject area covered by the agreement to which the "Accounting Procedure" us attached.

The term "Operator" as herein used shall be construed to mean the party designated to conduct the development and operation of the leased premises for the joint account.

The term "Non-operatpr" as herein used shall be construed to mean any one or more of the non-operating parties.

Operator shall bill Non-operator on or before the last day of each month for its proportionate share of costs and expenditures during the preceding calendar month. Itemized statements shall accompany such billes. Each party shall pay its proportion of all such bills within fifteen (15) days after the receipt thereof. If payment is not made within such time, the unpaid balance shall bear interest at the rate of six per cent (6%) per annum until paid, Payment of any such bill shall not prejudice the right of any party to protest or question the correctness thereof; provided that Operator shall not be required to adjust any item unless a claim therefor has been presented within a period of two (2) years from thedate of the rendition of any itemized statement.

1. DEVELOPMENT AND OPERATING CHARGES

Subject to limitations hereinafter prescribed, Operator shall charge the joint account with the following items:

(1) Delay or other rentals, when such rentals are paid by Operator for the joint account; royalties,when not paid direct to royalty owners by the purchaser of the oil, gas, casinghead gas or other products.

(2) Labor, teaming and other services necessary for the development, maintenance and operation of the joint property.

(3) Materials, equipment and supplies purchased and/or furnished byOperator from its warehouse stocks or from its other leasesfor use on the joint property. In so far as is practical and consistent with efficient and economical operation, only such materials shall be purchased for or transferred to the joint property as are required for immediate use, and the accumulation of warehouse and/or lease stock on the joint property shall be avoided.

(4) Moving materials to the joint property from vendor's or from operator's warehouse in the district or from other properties of Operator, but in either of the last events no charge shall be made to the joint account for a distance greater than the distance from the nearest reliable supply store or railway receiving point.

(5) Moving surplus materials from the joint property to outside vendees, if sold f.o.b. destination, or minor returns to Operator's warehouse or other storage point. No charge shall be made to the joint account for moving major surplus materials to Operator's warehouse or other storage point for a distance greater than the distance to the nearest reliable supply store or railway receiving point, except by special agreement with Non-operator; and no charge shall be made to the joint account for moving materials to other properties belonging to Operator, except by special agreement with Non-operator.

(6) Use of and service by Operator's exclusively owned equipment and utilities as provided in Paragraph (6) of Section II: "Basis of Charges to Joint Account."

(7) Damages or losses incurred by fire, flood, storm or from any other cause not controllable by Operator through the exercise of reasonable diligence. Operator shall furnish Non-Operator written notice of damages or losses incurred by fire, storm, flood or other natural or accidental causes as soon as practicable after report of the same has been received by Operator.

(8) Expenses of litigation, liens, judgments and liquidated claims involving the joint property or incident to its development and operation. Actual expenses incurred by Operator or Non-operator in securing evidence pertaining to the joint property shall be a proper charge against the joint account.

(a) When any case, by prior agreement, is handled by operator's and/or Non-operator's legal staff, thereby eliminating the retaining of outside counsel, a charge commensurate with the cost of services rendered may be made to the joint account. Charges of this nature shall not be rendered until the respective legal departments have agreed upon the proper amount.

(b) Fees and expenses of outside attorneys shall not be charged to the joint account except where the employment of such outside attorneys is authorized by a vote of the majority interests.

(9) All taxes paid for the benefit of the parties hereto including ad valorem, property, gross production, occupation and any other taxes assessed against the jointly-owned properties, the production therefrom or the operations thereon.

(10) Insurance:

(a) Premiums paid for insurance carried for the benefit of the joint account together with all expenditures incurred and paid in settlement of any and all losses, claims, damages, judgments and other expenses, including legal services, not recovered from insurance carrier.

(b) If no insurance is required to be carried, all actual expenditures incurred and paid by Operator in settlement of any and all losses, claims, damages, judgments and any other expenses, including legal services, shall be charged to the joint account.

(11) District and Camp Expense:

(a) District Expense: A proportionate share of the salaries and expenses of Operator's district superintendent and other general district employees serving the joint property whose time is not allocated directly to the joint property, and a proportionate share of the expense of maintaining and operating a district office in conducting the management of operations on the joint property and other properties in the same locality owned and operated by Operator, such charges to be apportioned to such properties served on the following basis: On an equitable basis and consistent with Operator's accounting practices.

(b) Camp Expense: The expense of providing and maintaining on or in the vicinity of the joint property all necessary camps, housing facilities for employees and boarding employes, if necessary. When properties other than the joint property are served by these facilities, then an equitable distribution of expense, including depreciation, or a fair monthly rental in lieu of the investment, maintenance and operating cost of

buildings and other camp facilities, shall be prorated against all properties so served on the following basis: On an equitable basis and consistent with operator's accounting practices.

(12) (a) Field Office expenses incurred in operation the properties, but no General Office overhead expenses; provided, if Operator in its sold discretion should deem it necessary to employ a General Superintendent or a production Superintendent or a District Production Superintendent, to devote his entire time temporarily to said property, it may charge the joint account with a fair proportionate part of such Superintendent's salary and expenses, based on the time spent in connection with said property and the time spent on Operator's other business.

(b) In lieu of a charge for office overhead expense, a general charge shall be made against the joint account on the basis of One Hundred Dollars ($100.00) per month for each well while same is drilling, and Fifty Dollars ($50.00) per month for each well after same is drilled, and during the time it shall be either producing or worked on.

In connection with overhead charges, the status of wells shall be as follows:

(1) In put or key wells shall be included in overhead schedule the same as producing oil wells.
(2) Producing gas wells shall be included in overhead schedule the same as producing oil wells.
(3) Wells permanently shut down but on which plugging operations are deferred shall be dropped from overhead schedule at the time the shutdown is effected. When such wells are plugged, overhead shall be charged at the producing well rate during the time required for the plugging operation.
(4) Wells being plugged back or drilled deeper shall be included in overhead schedule the same as drilling wells.
(5) Wells which are shut down temporarily and later replaced on production. If and when a well is shut down (other than for proration) and not produced or worked upon for a period of a full calendar month, it shall not be included on the overhead schedule for such month.
(6) Salt water disposal wells shall not be included in overhead schedule.

The above specific overhead rates may be amended from time to time by agreement between Operator and Non-operator if in practive they are found to be insufficient or excessive.

(13) Warehouse Handling Charges: . . . . . .

(14) Any other expenditure incurred by Operator for the necessary and proper development, maintenance and operation of the joint property except that Operator shall not charge the joint account with any expenditure or contribution made by Operator towards employes stock purchase plan, group life insurance, pension, retirement, or bonus, other than such expenditures or contributions imposed or assessed by governmental authority.

II. BASIS OF CHARGES TO JOINT ACCOUNT

(1) Outside Purchases: All materials and equipment purchased and all service procured from outside sources shall be charged at their actual cost to Operator, after deducting any and all trade and/or cash discounts actually allowed off invoices, or received by Operator.

(2) New materials furnished by Operator (Condition "A"):

New materials transferred to the joint property from Operator's warehouse or other properties shall be priced f.o.b. the nearest supply store or railway receiving point at replacement cost of the same kind or materials. This will include large equipment such as tanks, rigs, pumps, boilers and engines. All tubular goods (2" and over) shall be charged, on the basis of mill shipment or carload price. Other materials, where the replacement cost cannot be readily ascertained, may, for the purposes of consistency and convenience, be charged on the basis of a reputable supply company's preferential list price f.o.b. nearest supply store or railway receiving point to the joint property prevailing on the date of transfer of the materials to the joint property.

In determining the value of any transferred materials, all special and preferential discounts shall be allowed but the regular cash discount shall not be considered.

(3) Secondhand materials furnished by Operator (Condition "B" abd "C"):

(a) Tubular goods (2" and over) fittings, machinery and other equipment which is in sound and serviceable condition at date of transfer, will be classed as condition "B" and charged at 75% of the price of new materials, in accordance with the provisions of Paragraph (2) above.

(b) Tanks, derricks, and buildings, or other equipment involving erection costs shall be charged on a basis not to exceed 75% of knooked-down new price for similar materials.

(c) Other secondhand materials, such as units of machinery or other equipment that is serviceable, but substantially not good enough to be considered first-class secondhand material when transferred to the joint property, shall be classed as condition "C" and charged at 50% of the new price.

(d) There may also becases where some items of equipment, due to their unusual condition, should be fairly and equitably priced by Operator.

(4) Warranty of Materials furnished by Operator: Operator does not warrant the materials furnished from its warehouse or other properties beyond or back of the dealer's or manufacturer's guaranty, and in case of defective materials,credit shall not be passed until adjustment has been received by Operator from the manufacturers of their agents.

(5) If materials required are not available in Operator's surplus stocks, Operator shall, whenever in its judgment it is practical to do so, give Non-operator opportunity of furnishing the materials required in proportion to his or its interest, provided that the same can be furnished at the time such materials are required and further provided that any such materials so furnished shall be in condition acceptable to Operator and shall be charged to the joint account on the same terms and conditions as are provided hereto to cover the furnishing of materials by Operator.

(6) Operator's Exclusively-owned Facilities;The following rates shall apply to service rendered to the joint property by facilities owned exclusively by Operator:

(a) Water service, gas, teaming, power, and compressor service: All at rates currently prevailing in the field where the joint property is located.

(b) Automotive Equipment: Rates commensurate with cost of ownership and operation and in line with schedule of rates adopted by the Petroleum Motor Transport Association as recommended uniform standardized charges against the joint account. Automotive charges will be based on use in actual service on or in connection with the joint property. Truck, tractor and pulling unit rates shall include wages and expenses of driver;

(c) A fair rate shall be charged for the use of drilling and cleaning-out tools and any other items of Operator's fully-owned machinery or equipment which shall be ample to cover maintenance, repairs, depreciation and the service furnished the joint property. Provided, however, that such charges shall not exceed those currently prevailing in the field where the joint property is located.

(d) Whenever requested, Operator shall inform Non-operator in advance of the rates it proposes to charge.

(e) Rates shall be revised and adjusted from time to time when found to be either excessive or insufficient.

III. DISPOSAL OF LEASE EQUIPMENT AND MATERIALS

1) Materials purchased by Operator shall be credited to the joint account and included in the monthly statement of operations for the month in which the materials are removed from the joint property.

2) Materials purchased by Non-operator shall be invoiced by Operator and paid for by Non-operator to Operator immediately following receipt of invoice and delivery of materials. Operator shall thereupon immediately pass credit to the joint account and include the same

in the monthly statement of operations for the month in which the materials were paid for by Non-operator.

(3) Division of materials in kind, if made between Operator and Non-operator, shall be in proportion to their respective interests in the joint property. Each party will thereupon be charged individually with the value of the materials received or receivable and corresponding credits will be made to the joint account by Operator, and both credits shall appear in the same monthly operating statement.

(4) Sales to outsiders of major materials shall be made only with the consent of Non-Operators as to both terms and price and where made the proceeds shall be credited by Operator to the joint account at the full amount collected from vendee. Any claims by vendee for defective materials or otherwise shall be charged back to the joint account, if and when paid by Operator.

IV. BASIS OF PRICING MATERIALS TRANSFERRED FROM JOINT ACCOUNT

Materials and equipment purchased by either Operator or Non-operator, or divided in kind between them, unless otherwise agreed, shall be valued on the following basis of condition and price: (New price as used in the following paragraphs shall have the same meaning and application as that used above in Section II; "Basis of Charges to Joint Account.")

(1) New Materials: (Condition "A") being new equipment or supplies purchased or procured for the joint property but never used thereon; at 100% of current new prices.

(2) Good Secondhand Materials: (Condition "B") being good serviceable materials which are further usable without repair, at:

(a) 75% ofcurrent new prices, if materials were new when originally charged to the joint property.

(b) 75% of current new price less depreciation consistent with their usage on and service to the joint property, if materials were originally charged to the joint property as secondhand at 75% of new prices.

(3) Other Used Materials: (Condition "C") being materials further usable for their original function only after repair and reconditioning; at 50% ofcurrent new prices.

(4) Bad Order Materials: (Condition "D") being materials not further usable for their original function but for possible other service; at 25% of current new prices.

(5) Junk: (Condition "E") being absolete and unserviceable materials; at prevailing junk prices in the district. Where practicable, junk should be disposed of at the joint property.

(6) Temporarily Used Materials: When the use of certain items of equipment on the joint property has been only temporary, and the time of actual use thereon does not justify the deduction of depreciation as listed in (a) and (b) of Paragraph (2) hereof, such materials will be priced on a basis that will leave a net charge against the joint account consistent with the service rendered and adequate for the time the materials were in use.

V. INVENTORIES

(1) Periodic inventories shall be taken by Operator of the materials and equipment on the joint property, which shall include such materials and equipment as are ordinarily considered controllable by operators of oil and gas properties.

(2) Notice of intention to take inventory shall be given by Operator to Non-operator a week before any inventory is to begin, so that Non-operator may be represented when any inventory is being taken.

(3) Special inventories shall be taken whenever there is any sale or change of interest in the joint property, and it shall be the duty of the party selling to notify the other party as qucikly as possible after the transfer of interest takes place. In such cases both the seller and the purchaser shall be represented and shall be governed by the joint

inventory.

(4) If the initial test on the joint property is a dry hole and no further tests thereon are immediately contemplated, Non-operator may require that an inventory be taken of all materials as soon as the casing has been recovered from the well and that the materials be classified before any materials are removed from the joint property by Operator or otherwise disposed of.

(5) Failure of non-operator to be represented at the physical inventory shall bind it to accept the inventory taken by Operator who shall in that event furnish Non-operator with a copy thereof.

(6) Reconciliation of inventory with charges to the joint account shall be made by each party at interest, and a list of overages and shortages shall be jointly determined by Operator and Non-operator.

(7) Inventory adjustments shall be made by Operator on the joint account for overages and shortages, but Operator shall only be held accountable to Non-operator for shortages due to lack of reasonable diligence.

FILED: JUNE 21 A. D., 1949 AT: 3:00 P. M.

RECORDED: JUNE 21 A. D., 1949 FILE NO. 176445 CLERK & EX OFFICIO RECORDER.

STANOLIND OIL AND GAS COMPANY

TO

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

P E R M I T

CLEARANCE PERMIT

$30.00 Received of the SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, Thirty and 00/100 Dollars, in consideration of which we hereby grant unto said Company its associated and allied companies, their respective successors and assigns, the right to trim and cut trees and under growth so as to clear and keep cleared at least 50 feet, the wires of said Company's line on or adjacent to my property near the City of Lake Charles, Parish of Jefferson, Dtate of Louisiana, said sum being received in full payment therefor.

Located north of, adjacent and parallel to, T. & N. O. R.R. right of way in the N½ of SE¼ and the NE¼ of SW¼ of Section 28, Township 9 South, Range 6 West, Jefferson Davis Parish,Louisiana, as shown on drawing attached.

Witness our hand and seal this ____ day of _____, 1949, at _____

STANOLIND OIL AND GAS COMPANY By /s/ A. L. SOLLIDAY, Vice President. LandOwner.

ATTEST: /s/ L. A. WALKEE, Assistant Secretary.

STATE OF OKLAHOMA

COUNTY OF TULSA

On this 2nd day of June, 1949, before me appeared A. L. SOLLIDAY, to me personally known, who being by me duly sworn, did say that he is the Vice-President of STANOLIND OIL AND GAS COMPANY and that the seal affixed to the foregoing instrument is the corporation seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said A. L. Solliday acknowledged said instrument to be the free act and deed of said corporation.

s/ MELBA M. VAN PELT,

N O T A R Y

P U B L I C

in and for Tulsa County, Oklahoma.

(S E A L).

142/179

owners and vendors.

Witness the signatures of the parties hereto in the presence of the undersigned competent witnesses, at Jennings, Louisiana, on this 27th day of August, 1949.

/s/ WILLIS MARVIN HARGROVE, MEYRICK MORGAN

WITNESSES:

/s/ HELEN DEMAREST, MRS. MARGARET WEST

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

On this 27th day of August, A. D. 1949, before me personally appeared: Willis Marvin Hargrove and Meyrick Morgan, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In testimony whereof I have hereunto affixed my official signature and seal at Jennings, Louisiana, on the day and date above written.

/s/ W. G. ARNETTE Notary Public in and for Jefferson Davis Parish, Louisiana.

$1.65 U. S. DOCUMENTARY STAMPS ATTACHED TO ORIGINAL AND CANCELLED

FILED: AUGUST 27 A. D. 1949 AT: 11:30 A. M.

RECORDED: AUGUST 27 A. D. 1949 FILE NO: 178053 CLERK & EX OFFICIO RECORDER

COAST COMPANY

T O

STERLING OIL & REFG. COR.

ASSIGNMENT

3

THE STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

For a sufficient consideration, receipt of which is acknowledged, COAST COMPANY, a Delaware corporation with a permit to do business in the State of Louisiana, hereby Grants, Conveys, Transfers and Assigns unto STERLING OIL & REFINING CORPORATION. a Texas corporation, its successors and assigns, subject to the further provisions hereof, an undivided one fourth (1/4) interest and an undivided One third (1/3) interest, respectively, in and to the two (2) oil, gas and mineral leases which are listed and described in Exhibit "A", and marked (a) and (b) respectively, hereto annexed and made a part hereof, covering lands in Jefferson Davis Parish, Louisiana, as therein described, and each renewal, extension and modification thereof (to each of which and the records thereof reference is here made for all purposes) togetherwith a like interest in all personal property owned or held in connection therewith.

This conveyance is made subject to all overriding royalties and production payments, if any, here tofore transferred and assigned by or excepted and reserved, in assignments to, Coast Company and its predecessors in interest, all as more fully reflected in the transfers and assignments referred to, covering and which may affect the respective leases assigned hereby but this conveyance covers and includes all reversions and rights of reverter, and interests which vest or become effective upon termination of any such overriding royalties or production payments. This Conveyance is also made subject to, but covers all benefits, rights and obligations of Coast Company under, any and all pooling agreements or declarations, operating agreements and oil or gas purchasing agreements which may affect or cover said leases or any part thereof.

Oil or gas, or each thereof, is now being produced from the leases covered hereby, and assignee shall owh, and be entitled to receive or receive payment for, all oil and gas produced from and after August 1, 1949, at 7:00 A. M.

The undersigned Coast Company, for itself its successors and assigns, Covenants and Warrants with and to Sterling Oil & Refining Corporation, its successors and assigns, that if, the said Coast Company, will warrant and forever defend the interests in said leases hereby conveyed unto assignee, its successors and assigns, against all persons claiming or to claim the same

or any part thereof, or interest therein by, through or under the undersigned,but not otherwise.

IN TESTIMONY WHEREOF, the undersigned Coast Company has caused these presents to be executed by its officers hereunto duly authorized, as of the 2nd day of August, 1949.

Coast Company /s/ By R. C. Graham

ATTEST: /s/ PAULA HIGH

THE STATE OF TEXAS

COUNTY OF HARRIS

On this 26th day of August, 1949, before me appeared Ralph C. Graham, to me personally known, who being by me fuly sworn, did say that he is the Vice President of Coast Company and that said instrument was signed in behalf of said corporation by authority of its Board of directors and said Ralph C. Graham acknowledged said instrument to be the free act and deed of said corporation.

/s/ MARTHA E. GAREY Notary Public in and for Harris County Texas S e a l

Oil, gas and mineral leases covering lands in Jefferson Davis Parish, Louisiana, and recorded in the Conveyance Records of such parish in the volume, page and File numbers hereinafter specified:

EXHIBIT "A"

No.	Lessor	Acres-Location	Dated	Recorded Vol. Page
(a)306	A.S. Johnson and A.C. Boudreaux	1145.35 Ac., a portion of Sections 29 and 13, Township 10 South, Range 3 West; and a portion of Sections 17 and 18, Township 10 South, Range 2 West, Louisiana Meridian	May 12,1945	110-522 (File # 149166)
(b)309	Wm.L. Trimble	40.0 Ac., being the SE NE ¼, Section 2 Township 8 South, Range 4 West, Louisiana Meridian	Jan. 16 1947	124 (File #16806)

FILED: AUGUST 29 A. D. 1949 AT: 8:00 A. M.

RECORDED: AUGUST 29 A. D. 1949 FILE NO: 178058

CLERK & EX OFFICIO RECORDER

142/436

S U C C E S S I O N	&	14TH JUDICIAL DISTRICT COURT
	&	
OF NO. 2081	&	PARISH OF JEFFERSON DAVIS
	&	
	&	STATE OF LOUISIANA
ALBERT SIDNEY JOHNSON, SR.	&	
J U D G M E N T 2	&	J U D G M E N T

The joint petition of MRS. OZELIA MCCAIN JOHNSON, WORRELL B. JOHNSON, MRS. GRACE JOHNSON MILLER, ALBERT SIDNEY JOHNSON, JR., MRS. ORA JOHNSON MIGUEZ, OGDEN W. JOHNSON, and of RAYMOND R. BRUCE, with exhibits annexed thereto, together with the order for rule issued herein directed to the Sheriff and Ex-Officio Tax Collector for the Parish of Jefferson Davis, State of Louisiana, to show cause why they should not be recognized as widow in community, forced heirs and legatees respectively of the decedent, Albert Sidney Johnson, Sr., and why they should not be recognized as owners of and sent into possession of all the property left by said decedent pursuant to the terms of said decedent's last will and testament as modified by that compromise agreement executed by said petitioners upon the payment of the inheritance taxes to the State of Louisiana, which should be fixed as set out in that statement marked "ExhibitC" and attached to said joint petition; the waiver by the said Sheriff and Ex-officio Tax Collector with his agreement as to the amount of inheritance taxes due herein, and his receipt evidencing payment of said amount all duly considered; and the Court believing the law and the evidence to be in favor thereof;

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the inventory of the property and effects left by the decedent, Albert Sidney Johnson Sr., taken by H. O. Lestage, Jr., Notary Public, for Jefferson Davis Parish, Louisiana, assisted by Hebert D. Tietje and Edward F. Simon, competent appraisers of said Parish, proces verbal of which is dated the 15th day of August, A. D., 1949, marked "ExihibitA", and attached to the foregoing joint petition by said widow, heirs and legatees of said decedent, be and the same is now approved and homologated, and all of the property therein described and valued is decreed to belong to the community of acquets and gains which existed between the decedent, Albert Sidney Johnson, Sr., and his widow, Mrs. Ozella McCain Johnson.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the renunciation of the office of Executor of the last will and testament of said decedent, by Worrell B. Johnson, be and the same is accepted; and an administration of the said last will and testament and said Succession is dispensed with.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that MRS. OZELLA MCCAIN JOHNSON, is recognized as the surviving widow in community of the decedent, Albert Sidney Johnson Sr.; that WORRELL B. JOHNSON, MRS. GRACE JOHNSON MILLER, ALBERT SIDNEY JOHNSON, JR. MRS. ORA JOHNSON MIGUEZ, and OGDEN W. JOHNSON are recognized as the children and sole and only forced heirs of said decedent, Albert Sidney Johnson, Sr.; and that the said widow and forced heirs of said decedent, together with RAYMOND R. BRUCE, stepson of said decedent, are recognized as the sole and only legatees named by said decedent, Albert Sidney Johnson, Sr., in his last will and testament; and that the compromise agreement entered into by and between the said Mrs. Ozella McCain Johnson and the said Raymond R. Bruce, as first parties, and the said Worrell B. Johnson, Albert Sidney Johnson, Jr., Mrs. Ora Johnson Miguez, Ogden W. Johnson, and Mrs. Grace Johnson Miller, as second parties, relative to the disposition of theproperty and effects left by the decedent, Albert Sidney Johnson Sr., and attached to the joint petition filed by said parties in this Succession, as "Exhibit B" be and the same is approved and made executory.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the inheritance tax due by the widow, forced heirs and legatees of said decedent, on the property inheritedand received by them from said defedent, in accordance with the provisions of his last will and testament as modified by

Due by Raymond ". Bruce, legatee and decendant by affinity,	None
Due by Worrell B. Johnson, forced heir and legatee,	$190.75
Due by Mrs. Grace Johnson Miller, forced heir and legatee,	190.75
Due by Albert Sidney Johnson, Jr., forced heir and legatee,	190.75
Due by Mrs. Ora Johnson Miguez, forced heir and legatee,	190.75
Due by Ogden W. Johnson, forced heir and legatee,	190.75
Total amount of inheritance tax due on said Succession	$953.75

and the same having been paid as evidenced by receipt of the Sheriff and ex-Officio Tax Collector for the Parish of Jefferson Davis, State of Louisiana, the saidrule nisi issued herein is now made absolute and the said widow, forced heirs, legatees and estate of the said decedent, Albert Sidney Johnson, Sr., are decreed free and exempt from the payment of any further inheritance tax to the State of Louisiana.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that in accordance with the terms and provisions of the last will and testament of the decedent, Albert Sidney Johnson, Sr., as modifie by that compromise agreement entered into by the widow, forced heirs and legatees of said decedent and ordered confirmed and made executory, as aforesaid, the property and effects left by said decedent is decreed to be owned by said widow, forced heirs and legatees into which t are sent into possession as owners thereof, in the following proportions respectively, to-wit:

Unto the said Mrs. Ozella McCain Johnson, widow in community of the decedent, Albert Sid Johnson, Sr., an undivided one-half (1/2) of each of all the following described items of property, to-wit:

FIRST:

All that certain lot or parcel of land situated in the City of Jennings, Louisiana, beginning at a point 125.8 feet West of the Northeast corner of that certain tract of land containing 5.8215 acres and designated as "Lot-1" on the plat of the Residential Lands of Eugene Houssiere, deceased, made by Merrill Bernard, C. E., and recorded in Book 21 of Conveyances, page 593, Records of Jefferson Davis Parish, La., thence West along the West Line of Lot marked on said plat "J. M. Houssiere, 2.00 ac." (hereinafter referred to in this description as "said two acre lot") one Hundred forty-eight and 7/10 (148.7) feet to a point ten (10) feet East of the Northwest corner of said two acre lot; thence running South parallel with the West line of said two acre lot a distance of one hundred ninety-five (195) feet to a point; thence West parallel with the North line of said two acre lot ten (10) feet to the West line of said two acre lot; thence South along the West line of said two acre lot a distance of ninety-five (95) feet; thence East parallel with the North line of said two acre lot one hundred fifty-eight and 7/10 (158.7) feet to the East line of said two acre lot; thence North along the East line of said two acre lot, a distance of two hundred ninety (290) feet to point of beginning; being the same property acquired by Luther A. Williams and Mrs. Cora Alice Williams from Mrs. Jeanne H. Caraway et al by deed dated July 15, 1937, recorded in Book 73 of Conveyances, page 509, Records of Jefferson Davis Parish, Louisiana; together with the buildings and improvements thereon; and being the same property acquired by Albert Sidney Johnson Sr. from the said Mrs. Cora Alice Williams, born Clayton, widow of Luther A. Williams, deceased.

SECOND:

An undivided one-half (1/2) of the following:

duced therefrom, subject however, to that oil, gas and mineral lease dated May 12, 1945, granted by Albert Sidney Johnson and Adolphe C. Boudreaux, joined by his wife Rosa Castex Boudreaux, in favor of M. N. Stafford, recorded in Book 110, page 522, Records of the Parish of Jefferson Davis, Louisiana, and later assigned; and together with that oil, gas and other mineral royalty right equal to three-thirty-seconds (3/32nds) or .093750 of the whole of all oil, gas and other minerals which may be produced from the whole of said tract which contains, 1,125.35 acres more or less, the whole of which tract of land is described as follows, to-wit:

(a) Section Thirty-nine (39) in Township Ten (10), South of Range Three (3) West, Louisiana Meridian, except that portion lying in triangular form West of the East boundary line of Section Fourteen (14) if extended through said Section Thirty-nine (39); (b) Lot Two (2) of Fractional Section Thirteen (13) in Township Ten (10) South of Range Three (3) west, Louisiana Meridian; (c) Section Seventeen (17) in Township Ten (10) South of Range Two (2) West, Louisiana Meridian, (except the 328 acres more or less of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a Plat of Survey made by E. J. Mead, C. E., dated in 1921); including two tracts of prairie land alohg the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. S. Alston & Co., and (d) Section Eighteen (18) in Township Ten (10), South of Range Two (2) West, Louisiana Meridian, lying between the Southeast corner of the aforedescribed Section Thirty-nine (39) on theWest, and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolphe C. Boudreaux acquired the said property from Jean Castex, Jr., and which Act is recorded in Jefferson Davis Parish, Louisiana; LESS, EXCEPT AND NOT INCLUDED in the aforedescribed tract are those two ten acre parcels of property described as follows and designated as "First Exception" and "Second Exception", to-wit:

First Exception. That Ten acre parcel of land situated in Section Eighteen (18) Township Ten (10) South Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18) Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10), South, Range Two (2) and Three (3) West; thence, south 51°13' East 276.5 feet, thence South 53°00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10 - acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65°30' East 450 feet; thence South 84°00' East 250 feet; thence, leaving the River and running South 37°00' West 693.5 feet; thence, North 72°06' West 691.5 feet to lower side line of the Robira 10- acres; thence, following said line North 37°00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on theEast by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe

less situated in Section Eighteen (18), Township Ten (10), South, Range Two (2), West, and in Section Thirty-nine (39), Township Ten (10), South, Range Three (3), West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, page 101, of theRecords of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit:

Beginning at a point 459 feet South of the corner between Section Eighteen (18) Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence, South 37°, West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 53° East 272.4 feet to the line between Section Eighteen (18) Township Ten (10), South, range Two (2), West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West 921 feet South of the corner between the two said Sections; thence, south 53°, East 327.6 feet to a one-and-a-quarter (1-1/4")inch galvanized iron pipe; thence North 37° east 726 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe on the right descending bank of the Mermentau River; thence, North 53° West up the right descending bank of the Mermentau Rive, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing ten (10) acres.

THIRD:

An undivided one-fourth (1/4th) of all the oil, gas and other minerals underlying or which may be produced from that tract of property located and situated in the parish of Jefferson Davis, State of Louisiana, described as follows, to-wit:

Beginning at a point 459 feet South of the corner between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10), South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence, South 37°, West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 53°, East 272.4 feet to the line between Section Eighteen (18) Township Ten (10), South Range Two (2), West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, 921 feet South of the corner between the two said Sections; thence, South 53°, East 327.6 feet to a one-and-a-quarter (1-1/4"Φ inch galvanized iron pipe; thence, North 37° East 726 feet to a one-and-a-quarter(1-1/4") inch galvanized pipe on the right descending bank of the Mermentau River; thence, North 53°, West up the right descending bank of the Mermentau Rive, 600 feet to a one-and-a-Quarter (1-1/4") inch galvanized pipe; thence, South 37° West 358 feet to the point of beginning and containing ten (10) acres.

FOURTH:

An undivided one-half (1/2) of the oil, gas and other minerals underlying or which may be produced from that ten acre tract of land located and situated in the Parish of Jefferson Davis, State of Louisiana, described as follows, subject to that oil, gas and mineral lease dat May 12, 1945, granted by Albert Sidney Johnson and Adolphe 6. Boudreaux, joined by his wife Rosa Castex Boudreaux, in favor of M. N. Stafford, recorded in Book 110, Page 522, Records of Jefferson Davis Parish, Louisiana, and later assigned; and together with that oil, gas and mineral royalty right equal to three-sixty-fourths (3/64ths) or .046875 of the whole of all oil, gas and other minerals which may be produced therefrom, the whole of which said ten acre tract is described as follows, to-wit:

Purchasers, Inc., and which ten (10) acres are further described, to-wit: Starting at the Northwest corner of Section Eighteen (18) Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10), South, Range Two, (2) and Three (3) West; thence, South 51°13' East 276.5 feet; thence, South 53°00', East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10 - acre Tract for a point of beginning; thence, following the right bank of the Mermentau River South 65° 30' East 450 fe et; thence, South 84° 00' East 250 feet; thence, leaving the River and running South 37° 00' west 693.5 feet; thence, North 72°06' West 691.5 feet to lower side line of the Robira 10- acres; thence, following said line North 37°00' East 693.5 feet to place of beginning and containing ten (10) acres, as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

FIFTH:

One (1) lot of household furniture andgoods described in detail as Item 5 on the said inventory of the property and effects left by said decedent taken by H. O. Lestage, Jr., Notary Public, as aforesaid.

SIXTH:

UNITED STATES TREASURY BONDS

Number	Issued to	Date	Maturity Value
C9487859E	Mrs. Ozella McCain Johnson Mermentau, Louisiana, payable on death to Mr. Albert Sidney Johnson, Mermentau, Louisiana.	May, 1942	$100.00
C9487858E	Mrs. Ozella McCain Johnson Mermentau, Louisiana, payable on death to Mr. Albert Sidney Johnson, Mermentau, Louisiana.	May, 1942	100.00
C14147490E	Mrs. Ozella McCain Johnson P. O. Box 111, Mermentau, Louisiana	Sept., 1942	100.00
C17473263E	Mrs. Ozella McCain Johnson P.O.Box 111, Mermentau, Louisiana	Dec. 1942	100.00

SEVENTH:

One (1) 1949 Dodge Town Sedan, Motor D-24381718, registered in the name of Mrs. A. S. Johnson, 1949 Tag No. 253-045.

EIGHTH:

UNITED STATES TREASURY BONDS

"Series 'G'"

Number	Issued to	Date	Maturity Value
X718675G	Albert S. Johnson, Sr., Mermentau, Louisiana or Mrs. Ozella McCain Johnson	Nov., 1946	$10,000.00
X718676G	Albert S. Johnson, Sr. Mermentau, Louisiana or Mrs. Ozella McCain Johnson	Nov., 1946	10,000.00
X718677G	Albert S. Johnson Sr., Mermentau, Louisiana or Mrs. Ozella McCain Johnson	Nov., 1946	10,000.00
X718704G	Albert S. Johnson, Sr., Mermentau, Louisiana or Mrs. Ozella McCain Johnson	Nov., 1946	10,000.00
X718723G	Albert S. Johnson, Sr., Mermentau, Louisiana or Mrs. Ozella McCain Johnson	Dec., 1946	10,000.00

NINTH:

Six (6) Vendor's Lien notes, dated June 23, 1948, each for Five Hundred and No/100 Dollars

year, July 1, 1949, through July, 1, 1954.

TENTH:

One (1) Vendor's Lien note, made payable to Albert Sidney Johnson, Sr. dated January 4, 1947 for Five Thousand and No/100 Dollars ($5,000.00) at five (5%) per cent interest, from date, due on or before five (5) years from date, signed by Worrell Burton Johnson, secured by wharehouse and fixtures.

ELEVENTH:

One (1) open promissory note, made payable to Albert Sidney Johnson, Sr. as follows, to-w

Dated January 2, 1947 forFive Thousand Nine Hundred Fourteen and 33/100 Dollars ($5,914.3 at five (5%) per cent interest, from date signed by Johnson Warehouse by Worrell B. Johnson, due on or before five (5) years from date.

TWELFTH:

One (1) open promissory note, made payable to Albert Sidney Johnson, Sr., as follows, to-

Dated January 3, 1947 for One Thousand Four Hundred and No/100 Dollars ($1,400.00) at fou (4%) per cent interest, signed by O. W. Johnson, due one year after date.

THIRTEENTH:

One (1) open promissory note, made payable to Albert Sidney Johnson, Sr. as follows, to-wit:

Dated February 4, 1947, for Two Thousand Five Hundred and No/100 Dollars ($2,500.00) at four (4%) per cent interest, signed by Raymond Bruce and Mrs. Raymond Bruce, due one year afte date.

FOURTEENTH:

One (1) open promissory note, dated December 1, 1946, made payable to Johnson Warehouse for $66.72, made by Edward Evans, balance due November 1, 1947, $18.21.

FIFTEENTH:

Demand deposit if Calcasieu-Marine National Bank of Lake Charles, Jennings branch in the name of A. S. Johnson, as of April 17, 1949, $2,395.75.

SIXTEENTH:

Demand deposit in Jeff Davis Bank & Trust Company in the name of Mr. and Mrs. A. S. Johnson, as of April 17, 1949, $6,426.43.

SEVENTEENTH:

Demand deposit in Jeff Davis BanK & Trust Company in the name of Mrs. Ozella McCain John as of April 17, 1949, $1,000.00)

EIGHTEENTH:

One-half (1/2) of that demand deposit in Jeff Davis Bank & Trust Company standing in the name of Johnson-Boudreaux Farm Company, with a balance as of April 17, 1949 of $1,515.47. with the privilege of the said Mrs. Ozella McCain Johnson purchasing the other undivided one-half (1/2) of those items of property hereinabove designated as "Fifth" and "Seventh" from said children and forced heirs, of said decedent, Albert Sidney Johnson, Sr., for one-half (1/2) of the whole respective values thereof as set out in said inventory; and with that item of property designated hereinabove as "Second", being subject to that privilege in favor of the said children and forced heirs of said decedent to purchase the same, all as provided in that said compromise agreement entered into be and between said widow, forced heirs and legatees of said decedent as aforesaid; and

Unto the said children, and sole and only forced heirs of Albert Sidney Johnson, Sr., deceased, WORRELL B. JOHNSON, ALBERT SIDNEY JOHNSON,JR., MRS. ORA JOHNSON MIGUEZ, OGDEN W. JOHNSON and MRS. GRACE JOHNSON MILLER, in equal proportions of an undivided one-fifth (1/5th

Johnson to purchase their undivided one-half (1/2) of those items of said above described property, designated as "Fifth" and "Seventh" for one-half (1/2) of the whole values thereof as the same appears in the said inventory of the decendent's property and effects; and together with said privilege of the said children and forced heirs of said decedent to purchase the said Mrs. Ozella McCain Johnson's undivided one-half (1/2) of that item of property above designated as "Second" in accordance with the terms and provisions of that compromise agreement entered into by and between the said widow, forced heirs and legatees of said decedent, as aforesaid; and

Unto the said MRS. GRACE JOHNSON MILLER, that certain open promissory note made by said Mrs. Grace J. Miller on June 17, 1945, payable to the order of Albert Sidney Johnson, Sr., for Three Thousand and No/100 Dollars ($3,000.00) which note is ordered cancelled in full; and

Unto the said MRS. ORA JOHNSON MIGUEZ, that certain open promissory note made by said Mrs. Ora J. Miguez, on June 17, 1945, payable to the order of Albert Sidney Johnson, Sr., for Three Thousand and no/100 Dollars ($3,000.00), which note is ordered cancelled in full; and

Unto the said OGDEN W. JOHNSON, that certain open promissory note made by said Ogden W. Johnson, Sr., for Three Thousand and No/100 Dollars ($3,000.00), which note is ordered cancelled in full; and

Unto the said ALBERT SIDNEY JOHNSON, JR., that certain open promissory note made by said A. S. Johnson, Jr., on June 17, 1945, payable to the order of Albert Sidney Johnson, Sr., for Three Thousand and No/100 Dollars ($3,000.00), which note is ordered cancelled in full; and

Unto the said WORRELL B. JOHNSON, that certain open promissory note made by said Worrell B. Johnson, on June 17, 1945, payable to the order of Albert Sidney Johnson, Sr., for Three Thousand and No/100 Dollars ($3,000.00), which note is ordered cancelled in full; and

Unto the said RAYMOND R. BRUCE, that certain open promissory note made by said Raymond Bruce, on June 17, 1945, payable to the order of Albert Sidney Johnson Sr., for Three Thousand and No/100 Dollars ($3,000.00) which note is ordered cancelled in full.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in accordance with the aforesaid compromise agreement entered into by and between the said widow, forced heirs and legatees of the said decedent and filed with the joint petition herein, the said Mrs. Ozella McCain Johnson, in the capacity as surviving widow in community of said decedent, be and she is recognized as owner of and is sent into possession of an undivided one-half (1/2) of any and all property, rights and credits left by the said decedent of whatsoever nature or kind, and wheresoever situated, and which may have been omitted from the said invendory of the said decedent's effects; and in the capacity as sole and only forced heirs of said decedent, the said Worrell B. Johnson, Mrs. Grace Johnson Miller, Albert Sidney Wohnson, Jr., Mrs. Ora Johnson Miguez, and Ogden W. Johnson be and they are hereby sent in the possession as owners of the other undivided one-half (1/2) of any such property, rights or credits which may have been left by said decedent and not included in said inventory.

THUS DONE, GRANTED AND SIGNED in Chambers at Jennings, Louisiana, on this the 20 day of September, A. D., 1949.

(S) PRESTON L. SAVOY,

District Judge

FILED: SEPT. 20, 1949 AT: 11:00 A. M.

(S) CHARLES A. PITRE, CLERK

RECORDED: SEPTEMBER 20th, A. D., 1949 FILE NO: 178564 CLERK & EX OFFICIO RECORDER

MRS. OZELLA MCCAIN JOHNSON ET AL

T O

WORRELL B. JOHNSON ET AL

COMPROMISE AGREEMENT

2

EXHIBIT B.

SUCCESSION OF : 14th JUDICIAL DISTRICT COURT
NO. 2081 : PARISH OF JEFFERSON DAVIS
ALBERT SIDNEY JOHNSON,SR. : STATE OF LOUISIANA

COMPROMISE AGREEMENT

This compromise understanding and agreement entered into by and between MRS. OZELLA MCCAIN JOHNSON, widow of Albert Sidney Johnson, Sr., and RAYMOND BRUCE, married to and abiding with Nelia Bruce, born Simoneaux, both residents of the Parish of Jefferson Davis, State of Louisiana, on the one part and hereinafter referred to as First Parties; and WORRELL B. JOHNSON, married to and abiding with Dora Cary, a resident of the Parish of Acadia, State of Louisiana, ALBERT SIDNEY JOHNSON, JR., married to and abiding with Marvel Andrus, MRS. ORA MIGUEZ, born Johnson, wife of Adam Miguez, OGDEN W. JOHNSON, married to and abiding with Mamie Clark, residents of the Parish of Jefferson Davis, State of Louisiana, and MRS. GRACE MILLER, born Johnson, widow by divorce of Ralph M. Miller, and a resident of the Parish of Calcasieu, State of Louisiana, parties on the other part, and hereafter called Second Parties, to-wit:

W I T N E S S E T H

WHEREAS, Albert Sidney Johnson, Sr., second husband of Mrs. Ozella McCain Johnson, one of the first parties herein and father of all of the second parties herein, departed this life testate, on the 17th day of April A. D., 1949, at his residence and domicile in the City of Jennings, Parish of Jefferson Davis, State of Louisiana, and

WHEREAS, the said Albert Sidney Johnson, Sr. was first married unto Mrs. Nannie Lee John born Haliburton, who died on the 12th day of January, A. D., 1928, leaving surviving her as issue of her marriage with the decedent, Albert Sidney Johnson, Sr., all of the persons named herein as Second Parties, and

WHEREAS, first party, Mrs. Ozella McCain Johnson was first married unto R. D. Bruce, of which marriage first party, Raymond R. Bruce was the sole survivhg issue, and

WHEREAS, the decedent, Albert Sidney Johnson, Sr., never adopted any person or persons and was himself never adopted by anyone, and

WHEREAS, the decedent, Albert Sidney Johnson,Sr., and Mrs. Ozella McCain Johnson, one of first parties, were married on the 6th day of July, A. D., 1929, and the ensuing marital relationship between the said decedent, Albert Sidney Johnson, Sr., and Mrs. Ozella McCain John carried with it the full benefits of the community of acquets and gains, and

WHEREAS, it is acknowledged by the first parties and second parties that between the time of the death of Mrs. Nannie Lee Johnson, first wife of the decedent, Albert Sidney Johnson, Sr. and the time of his, the said decendent's, Albert Sidney Johnson Sr.'s, second marriage unto Mrs. Ozella McCain Johnson, one of the first parties, the said Albert Sidney Johnson, Sr., acquired certain property, which by virtue of the bus iness operations by the said Albert Sidney Johnson, Sr., pursuant to his said second marriage, to a decree became mixed and confused with the property acquired during his said second ma riage which belonged to the community of acquets and gains which existed between the said Albert Sidney Johnson, Sr. and the said Mrs. Ozella McCain Johnson, making it most difficult to determine exactly the value of the separate property owned and held by the said Albert Sidney Johnson, Sr. on the 6th day of July, A. D., 1929, at the time of his second marriage and the establishment of the community of acquets and gains between him and the said Mrs. Ozella McCain Johnson, and

WHEREAS, the decedent, Albert Sidney Johnson, Sr. left a last will and testatement in the olographic form quoted in full as follows, to-wit:

This is my last will and testament and I hereby revoke all former wills and testament made by me. I hereby name and appoint my son, Worrell S. Johnson, as Executor of this my last will and testament, dispense him with furnishing bond as such and give him seizen of my estate as Executor from the moment of my death.

Whereas, I have on June 17, 1945, advanced to each one of my children and to my stepson, Raymond R. Bruce, the sum of $3,000.00 and have taken from each one of them a promissory note, it is my will that upon my death that each one of these notes shall be cancelled and the amount represents by each note is to be inherited by each one of my children and by my stepson, aforesaid.

This will more than cover the value of all property owned by me at the time of my second marriage, and therefore, all of the remainder of my property belong to the Community of Acquets and gains existing between myself and my wife Ozella McCain Johnson.

I give and bequeath to my beloved wife, Ozella McCain Johnson, the usufruct of my one-half interest in the Community existing between she and I during the remainder of her life or until she should contract another marriage, and if she should contract another marriage, then and in such event my one-half interest in the Community shall be paid over to my children.

Thus entirely written, dated and signed by me own hand on this 18th day of June, 1945.

A. S. Johnson,

which last will and testament was duly proven up on the 17th day of May A. D., 1949, before Honorable Preston L. Savoy, one of the Judges for the 14th Judicial District for the State of Louisiana, and which last will and testament according to the order of said Judgem dated the 17th day of May, A. D., 1949, was filed on the same day in the record of this Succession, to which reference is here made for all purposes, and

WHEREAS, on the 17th day of June, A. D., 1945, said decedent, Albert Sidney Johnson, Sr. advanced with community funds unto Raymond R. Bruce, one of first parties named herein and unto each and every one of second parties named herein, Three Thousand and No/100 Dollars ($3,000.00) in cash money of the United States of America for which each made a promissory note dated June 17, 1945, payable on demand unto the order of decedent, Albert Sidney Johnson, Sr., each of which said notes made no provision for payment of interest; and, as is acknowledged by each of said makers of said notes, all appearers herein, no payment whatsoever has been made thereon unto the said Albert Sidney Johnson, Sr., either of principal or of interest, and further, that each and everyone of said six notes remains outstanding and was in the possession of and owned by the decedent at the time of his death, as aforesaid, and

WHEREAS, as will appear by reading the said last will and testament left by the said decedent, the language thereof as regards said promissory notes, and particularly that contained in the fourth paragraph of said will, is confusing and subject to disagreement in that the testator would seem to indicate that the cancellation of said notes made by his five children and second parties herein would amount to a settlement with them as regards the separate property acquired by him, the said Albert Sidney Johnson, Sr., between the date of death of his first wife, and mother of second parties herein, and the date of his marriage unto his second wife, one of first parties herein, and,

WHEREAS, all parties hereto recognize that said notes are assets of the community of acquets and gains which existed between said decedent and appearer, Mrs. Ozella McCain Johnson, and that the decedent could dispose of only his one-half thereof, and

WHEREAS, the said indication in the decedent'ts last will and testament is further confusing with regard to the aforesaid language by virtue of the fact that said decedent made the same provision for the cancellation of the like note for Three Thousand and No/100 ($3,000.00) made

WHEREAS, there is sharp disagreement between first parties herein and second parties herein as to what would amount to a fair, just and equitable settlement unto second parties herein with respect to the separate property acquired by the decedent, Albert Sidney Johnson, Sr., between the dates of the death of his first wife and of his marriage unto his second wife as aforesaid, Mrs. Ozella McCain Johnson, the second wife and one of first parties herein, contending that the expression in the said last will and testament in the fourth paragraph thereof is a fair, just and equitable settlement and the five children of the said decedent, second parties herein, contending that their share should be far larger than that indicated in said last will and testament, and

WHEREAS, the decedent, Albert Sidney Johnson, Sr., in his said last will and testament provided that his second wife and one of first parties herein, Mrs. Ozella McCain Johnson, should receive the usufruct of his one-half (1/2) interest of the community property existing between the decedent and the said Mrs. Ozella McCain Johnson, during the remainder of her life or until she should contract another marriage, and

WHEREAS, the said Mrs. Ozella McCain Johnson, one of first parties herein, and second parties herein acknowledg that the said provision for the usufrust in favor of the said Mrs. Ozella McCain Johnson exceeds the disposable portion and therefore is subject to reduction, an

WHEREAS, the parties hereto acknowledge that they are further in sharp disagreement as to the portion of the property left by the decedent which might be brought under the usufruct of the said Mrs. Ozella McCain Johnson by virtue of the provisions of said testament, particularly by virtue of the fact that some of the immovable property belonging to the community of acquets and gains left by the decedent, is now and has been producing oil and gas or hydrocarbons since prior to the death of said decedent about which production there is considerable legal contention as to whether or not the same might be subject to the usufructuary disposition, and if so to what extent, and

WHEREAS, there is some possible argument and disagreement between the first parties and the second parties as to whether Worrell B. Johnson, one of second parties, named as executor of the last will and testament left by said decedent, Albert Sidney Johnson, Sr., is entitled to the commission or fee provided by the Civil Code of Louisiana for an executor, and

WHEREAS, realizing that impending litigation can and might result from disagreement between parties hereto as to the disposition of the property left by the decedent, and both parties balancing their hopes of winning such litigation as against danger of the loss and damages thereby entailed, have agreed to and do compromise their differences as regards the disposition and ownership of the property left by the said decedent, Albert Sidney Johnson, Sr. as hereinafter set out to-wit:

NOW THEREFORE, in consideration of the parties herein compromising their differences with regard to the disposition of the property left by the decedent, Albert Sidney Johnson, Sr. and in order to avoid litigation and the ensuing expenses entailed thereby should either first parties or second parties insist upon their ideas of proper disposition of said property, said parties do not and by this act and these presents agree with regard thereto, to-wit:

First. That all outstanding expenses of the decedent, Albert Sidney Johnson, Sr., such as funeral, doctor, medicine, court costs and others be paid out of the cash money left by the decedent; providing, that first parties will pay their attorney, Percy G. Smith, his fees and charges, and second parties will pay their attorneys, Lestage & Arnette, their fees and charges incurred in connection with the settling of this succession; and

Second. That all parties agree that the six promissory notes each for Three Thousand and No/100 ($3,000.00) one made by each of second parties herein, and one by Raymond R. Bruce and

to pay into the succession the full amount of principal and interest due on that promissory note dated February 4, 1947, for the principal sum of Two Thousand Five Hundred and No/100 Dollars ($2,500.00) together with four (4%) per cent per annum interest made by appearer Raymond R. Bruce and his wife, Mrs. Raymond R. Bruce, payable to the decedent, Albert Sidney Johnson, Sr., and

Third. That bank account standing in the name of Mrs. Ozella McCain Johnson in Jeff Davis Bank & Trust Company in the amount of One Thousand and No/100 Dollars ($1,000.00), carried on the inventory made of the property belonging to the said succession as item Number 16, together with those U. S. Treasury Bonds, Series "E" listed on said inventory of said succession effects as item Number 6, and all of the household goods and furniture listed on said inventory of said succession effects as item number 5, be considered as community property and treated as such, with the privilege of the said Mrs. Ozella McCain Johnson retaining any one or more items of said furniture and/or the automobile so inventories as she may choose at the price or prices listed in said inventory; and

Fourth. That each individual pay from his or her share of the estate any and all inheritance taxes due thereon to the State of Louisiana; and that second parties jointly pay any and all Federal Inheritance taxes which may be due on the decedent's share of the said estate to be received by them; and the said Raymond R. Bruce to pay any and all taxes, inheritance, gift, or otherwise, which may be due on account of the bequest made unto him and received by him as hereinabove provided.

Fifth. That appearer, Mrs. Ozella McCain Johnson, by this act and by these presents and as a part of this compromise agreement does hereby waive and renounce any and all claims, right or title to any usufruct on any portion of the decedent's Albert Sidney Johnson Sr.'s one-half (1/2) of the property received and to be received by second parties as herein provided; and the said Worrell B. Johnson likewise as a part of this compromise agreement agrees to and does waive any right or claim to any commission or fee by virtue of his nomination to the office of executor by the decedent, Albert Sidney Johnson, Sr., of his last will and testament, and

Sixth. Further, on account of the consideration herein receited and as a part and parcel of this compromise agreement, which is acknowledged to be a serious part of the consideration for this agreement, and without which the same would not be entered into, Mrs. Ozella McCain Johnson does by this act and these presents grant unto second parties or unto so many of them as may desire to take advantage thereof, the first privilege of purchasing her, the said Mrs. Ozella McCain Johnson's share in and to that real estate with all rights and privileges thereunto appertaining described hereinafter, at the price which she may be offered therefor, shpuld she or her heirs or legatees ever decide to sell the same. The said property to affected by this privilege is that located in the Parish of Jefferson Davis, State of Louisiana, and described, to-wit:

An undivided one-half (1/2) of the following:

That tract of property in Jefferson Davis Parish with all improvements thereon located and situated; together with all of the oil, gas and minerals underlying, or which may be produced therefrom, subject however, to that oil, gas and mineral lease dated May 12, 1945, granted by Albert Sidney Johnson and Adolphe C. Boudreaux, joined by his wife Rosa Castex Boudreaux, in favo r of M. N. Stafford, recorded in Book 110, page 522, Records of the Parish of Jefferson Davis, Louisiana, and later assigned; and together with that oil, gas and other mineral royalt right equal to three-thirty-seconds (3/32nds) or .093750 of the whole of all oil, gas and other minerals which may be produced from the whole of said tract which contains 1,125.35 acres more or less, the whole of which tract of land is described as follows, to-wit:

(a) Section Thirty-nine (39) in Township Ten (10), South of Range Three (3) West,

(39); (b) Lot Two (2) of Fractional Section Thirteen (13) in Township Ten (10) South of Range Three (3) West, Louisiana Meridian; (c) Section Seventeen (17) in Township Ten (10) South, of Range Two (2) West, Louisiana Meridian, (except the 328 acres more or less of swamp timber land lying in the Eastern portion thereof which was sold by Jean Castex and others to A. S.Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a Plat of Survey made by E. J. Mean, C. E., dated in 1921); including two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. S. Alston & Co., and (d) Section Eighteen (18) in Township Ten (10), South of Range Two (2) West, Louisiana Meridian, lying between the Southeast corner of the aforedescribed Section Thirty-nine (39) on the West, and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolphe C. Boudreaux acquired the said property from Jean Castex, Jr., and which Act is recorded in Jefferson Davis Parish, Louisiana; LESS, EXCEPT AND NOT INCLUDED in the aforedescribed tract are those two ten acre parcels of property described as follows and designated as "First" and "Second", to-wit:

First. That ten acre parcel of land situated in Section Eighteen (18) Township Ten (10), South Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described to-wit: Starting at the Northwest corner of Section Eighteen (18) Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanised iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10), South, Range Two (2) and Three (3) West; thence, South 51°13' East 276.5 feet; thence South 53°00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10 - acres tract for a point of beginning; thence, following the right bank of the Mermentau River South 65°30' East 450 feet; thence, South 84°00' East 250 feet; thence, leaving the River and running South 37° 00' West 693.5 feet; thence, North 72°06' West 691.5 feet to lower side line of the Robira 10 - acres; thence, following said line North 37°00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land bf Albert Sidney Johnson and Adolphe C. Boudreaux.

Second. That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10), South, Range Two (2), West, and in Section Thirty-nine (39), Township Ten (10), South, Range Three (3), West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts, by deed dated March 6, 1936, recorded in Conveyance Book 66, page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit:

Beginning at a point 459 feet South of the corner between Section Eighteen (18) Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township

inch galvanized pipe; thence, South 53° East 272.4 feet to the line between Section Eighteen (18) Township Ten (10), South, Range Two (2), West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, 921 feet South of the corner between the two said Sections; thence, South 53°, East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence, North 37° East 726 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe on the right descending bank of the Mermentau River; thence, North 53° West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing ten (10) acres.

It is acknowledged between the parties that the aforesaid privilege shall be subject to the following limitations and specifications to-wit:

(a) The privilege aforesaid will continue for a period of thirty years from the date of the death of the decedent to-wit: April 17, 1949, until April 17, 1979, unless before the expiration of that time all of said second parties should renounce the said privilege in writing or unless prior to the expiration at that time, all of the second parties should depart this life.

(b) It is further understood and agreed that the aforesaid privilege shall not extend to any other person or persons than unto the parties named herein as second parties, it being definitely agreed and understood that it shall not extend to their heirs, legatees, assigns, creditors, or successors,but is strictly personaly to the said individuals named and second parties herein.

(c) Further, it is understood and agreed by the parties hereto that this privilege shall only become operative in the event that Mrs. Ozella McCain Johnson, her heirs or legatees should desire to sell any part or all of said above described property; and, in that event she, her heirs or legatees, shall submit in writing unto each of the individuals named as second parties herein or so many of them as may be living at the time the submsision thereof is made, the proposition to sell such part of all of said property as she may so desire to dispose of giving the price and terms which she has beeh offered or expects to receive.

(d) That each and everyone of said individuals named as second parties herein shall within ten days from the date of presentation of said proposition to dispose of said property or any part thereof by the said Mrs. Ozella McCain Johnson, her heirs or legatees, either accept the proposition in writing or reject the same in writing. That should anyone or more, but not all of said second parties reject said privilege of purchasing his or her prorata share of said property to offered unto him or her or them, then the share or shares of those so rejecting the said offer shall accrue proportionately to anyone or more of said individuals named as second parties herein who may take advantage of said offer.

(e) It is understood and agreed and each of the individuals named herein as second parties binds and obligates himself or herself to promptly within ten days accept or refuse the said proposition which may be so made unto him or her by the said Mrs. Ozella McCain Johnson, her heirs or legatees, should she, her heirs or legatees decide to sell any portion or all of the said property, as aforesaid; and, that should anyone of the said individuals fail or refuse to either positively accept or positively refuse said offer within said ten day period, the said Mrs. Ozella McCain Johnson, her heirs or legatees shall have the prigilege after the expiration of the said ten day period of executing an affidavit reciting the offer so made to the individual or individuals, the delivery of notice thereof to said individual or individuals, the expiration of the ten day deliberation period, the failure or refusal of the individual or individuals concerned to accept or refuse the said offer in writing, and to place of record in the Conveyances Book of the Parish of Jefferson Davis, Louisiana, the original of said affidavit which shall

or all of said property, which the said individuals might have accepted but so failed to do, unto any other person, persons, association of persons or corporation at the same price or less than that so offered to said indivuduals named herein as second parties, as aforesaid, and so not aceepted by them; provided that the remainder of the individuals so named as second parties herein may purchase the share or shares of such individual or individuals among second parties herein who fail to accept the proposition in the manner aforesaid, if written notice to that effect is delivered to Mrs.Ozella McCain Johnson, her heirs or legatees within said ten day period.

(f) Further, after the acceptance is made by any one or more of said second parties for his, her or their share of all of said property to be sold by Mrs. Ozella McCain Johnson, her heirs or legatees, within the ten day period aforesaid, the said Mrs. Ozella McCain Johnson, her heirs or legatees, and those of second parties who so accept shall proceed to close said transaction in due course and promptly upon the seller or sellers furnishing evidence of merchantable title to the purchaser or purchasers.

Sixth. That all other property, rights and credits left by the decedent, Albert Sidney Johnson, Sr., not mentioned hereinabove, whether or not inventoried, shall be owned in the propertions of an undivided one-half (1/2) unto Mrs. Ozella McCain Johnson, as surviving widow in community with said decedent, and an undivided one-tenth (1/10th) each unto each of second parties, Worrell B. Johnson, Mrs. Grace Johnson Miller, Albert Sidney Johnson, Jr., Mrs. Ora Johnson Miguez and Ogden W. Johnson, as children and sole and only forced heirs of said deceder

Seventh. Notwithstanding any apparent contrary statement made in stipulation "Fourth" hereof, the parties hereto acknowledged and agree that the decedent's, Albert Sidney Johnson, Sr.'s, estate composed of both his half of the property belonging to the community which existed between him and the said Mrs. Ozella McCain Johnson and his separate property is that ar that only which is recived and inherited by the second parties herein; and that should the State or Federal inheritance tax or taxes be assessed on the decedent's property so as to include any other property then that received by the second parties herein as shown on "Exhibit C" attached to the joint petition of which this agreement is attached and as shown in the Succession judgment to be signed herein, the said Mrs. Ozella McCain Johnson binds and obligat herself to contribute in the payment of said inheritance tax or taxes in the proportion that such assessment is made against second parties for more than the property listed as received by them as aforesaid.

Eighth. Finally, all parties hereto agree and bind themselves to attache the original of this compromise agreement together with the original proces verbal of the inventory taken of t property and effects left by the decedent to a joint petition by the parties hereto, addressed to the Judges of the 14th Judicial District of Louisiana requesting that an administration of the property left by the decedent by appearer Worrell B. Johnson, nominated as executor, or by anyone else, be dispensed with; that the inventory of the property and effects left by the sai decedent taken by H. O. Lestage, Jr., Notary Public, assisted by Hebert S. Fietje and Edward F. Simon, competent Appraisers, the proces verbal of which is to be attached to the said petition, be homologated and approved; that a rule be issued to the Sheriff and Ex-Officio tax Collector of the Parish of Jefferson Davis, State of Louisiana, in order to fix the amount of inheritance taxes, if any, due by the parties hereto individually on the portion of said prope and effects of said decedent to be received by each of said parties; that the agreement be approved and made executory; and that the parties hereto be sent into possession of all the property and effects left by said decedent, and particularly that described in the inventory thereof as aforesaid in accordance with the last will and testament left by said decedent as

and Raymond R. Bruce, hereunto affixed before me, the undersigned Notary Public and in the presence of the two attesting competent witnesses at Jennings, Louisiana, on this the 12th day of September, A. D., 1949.

(S) MRS. OZELLA MC CAIN JOHNSON

(S) RAYMOND R. BRUCE

WITNESSES: (S) CLARENCE MYERS, L. J. BOUDREAUX

(S) PERCY C. SMITH,

Notary Public (SEAL)

IN TESTIMONY WHEREOF, witness the signatures of second parties, Worrell B. Johnson, Albert Sidney Johnson, Jr., Mrs. Ora Miguez, Ogden W. Johnson and Mrs. Grace Miller, hereunto affixed, before me, Notary Public, and in the presence of the two undersigned attesting witness, at Jennings, Louisiana, on this the 15th day of September, A. D., 1949.

(S) WORRELL B. JOHNSON

(S) ALBERT SIDNEY JOHNSON, JR.

(S) MRS. ORA MIGUEZ

(S) OGDEN W. JOHNSON

(S) MRS. GRACE MILLER

WITNESSES: (S) EDWARD LEWIS, D. E. COLE

(S) H. O. LESTAGE, JR.,

Notary Public (SEAL)

FILED: SEPTEMBER 20th A. D., 1949 AT: 11:00 A. M.

RECORDED: SEPTEMBER 20th A. D., 1949 FILE NO: 178565 CLERK & EX OFFICIO RECORDER

&&&

142/537

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

On this 27th day of September, 1949, before me, the undersigned authority, personally appeared Mrs. Ida Cormier, Adam Cormier and Mrs. Belzire Cormier to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, for the purposes and considerations therein shown.

IN TESTIMONY WHEREOF I have hereunto affixed my official signature and seal at Welsh, Louisiana, on the day and date above written.

/s/ T. C. SIMMONS; Notary Public in and for Jefferson Davis Parish, Louisiana.

(S E A L).

$1.55 U. S. DOCUMENTARY STAMPS ATTACHED TO ORIGINAL AND CANCELLED.

FILED: SEPT. 28 A. D., 1949 AT: 8:00 . M.

RECORDED: SEPT. 28 A. D., 1949 FILE NO. 178696

CLERK & EX OFFICIO RECORDER.

COAST COMPANY / & THE STATE OF LOUISIANA |
& |
& PARISH OF JEFFERSON DAVIS |
T O &
&
STERLING OIL & REF. CORP. / &
&
ASSIGNMENT &
&

For a sufficient consideration, receipt of which is acknowledged, COAST COMPANY, a Delaware corporation with a permit to do business in the State of Louisiana, hereby Grants, Conveys, Transfers and Assigns unto STERLING OIL & REFINING CORPORATION, a Texas corporation, its successors and assigns, subject to the further provisions hereof, an undivided one-fourth (1/4) interest and an undivided one-third (1/3) interest, respectively, in and to the two (2) oil, gas and mineral leases which are listed and described in Exhibit "A", and marked (a) and (b) respectively, hereto annexed and made a part hereof, covering lands in Jefferson Davis Parish, Louisiana, as therein described, and each renewal, extension and modification thereof (to each of which the records thereof reference is here made for all purposes) together with a like interest in all personal property owned or held in connection therewith.

This conveyance is made subject to all overriding royalties and production payments, if any, heretofore transferred and assigns by, or excepted and reserved in assignments to, COAST COMPANY and its predecessors in interest, all as more fully reflected in the transfers and assignments referred to, covering and which may affect the respective leases assigned hereby; but this conveyance covers and invludes all reversions and rights of reverte and interests which vest or become effective upon termination of any such overriging royalties or production payments. This conveyance is also made subject to, but covers all benefits, rights and obligations of Coast Company under, any and all pooling agreements or declarations, operating agreements and oil or gas purchasing agreements which may affect or cover said leases or any part thereof.

Oil or gas, of each thereof, is now being produced from the leases covered hereby, and assignee shall own, and be entitled to receive or receive payment for, all oil and gas produced from and after August 1, 1949, at 7:00 A. M.

The undersigned COAST COMPANY, for itself, its successors and assigns, COVENANTS and WARRANTS with and to STERLING OIL & REFINING CORPORATION, its successors and assigns, that it, the said COAST COMPANY, will warrant and forever defend the interests in said leases hereby conveyed unto Assignee, its successors and assigns, against all persons claiming or to claim the same or any part thereof, or interest therein, by, through or under the undersigned, but not otherwise.

IN TESTIMONY WHEREOF, the undersigned COAST COMPANY has caused these presents to be executed by its officers hereunto duly authorized, as of the 2 day of August, 1949.

COAST COMPANY By /s/ R. G.RICE,

Vice President.

ATTEST: /s/ W. D. WALSER,

Assistant Secretary.

(Corp. Seal).

WITNESSED: BY

/s/ W. V. BALLERN

/s/ J. J. GORDON.

THE STATE OF TEXAS }
COUNTY OF HARRIS }

On this 19th day of September, 1949, before me appeared R. G. RICE, to me personally known, who being by me duly sworn, did say that he is the Vice-President of COAST COMPANY and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said R. G. Rice acknowledged said instrument to be the free act and deed of said corporation.

/s/ MARTHA D. GAREY,

Notary Public in and for

Harris County, Texas.

(S E A L).

Oil, Gas and Mineral Leases covering lands in Jefferson Davis Parish, Louisiana, and recorded in the Conveyance Records of such parish in the Volume, Page and File Numbers hereinafter specified:

EXHIBIT "A"

	No.	Lessor	Acres - Location	Dated	Recorded Vol.Page
(a)	306	A. S. Johnson and A. C. Boudreaux	1145.35 Ac., a portion of Sections 39 and 13, Township 10 South, Range 3 West; and a portion of Sections 17 and 18, Township 10 South, Range 2 West, Louisiana Meridian	May 12, 1945	110-522 (File #149166)
(b)	309	Wm. L. Trimble	40.0 Ac., being the SE NE 1/4, Section 2, Township 8 South, Range 4 West, Louisiana Meridian	Jan.16, 1947	124- File #160004)

FILED: SEPT. 28 A. D., 1949 AT: 8:00 A. M.

RECORDED: SEPT. 28 A. D., 1949 FILE NO. 178698

CLERK & EX OFFICIO RECORDER.

/s/ NETTIE HILL FISHER

SWORN TO AND SUBSCRIBED before me, this 10th day of November, 1949.

/s/ ADELE W. WIRTZ

Notary Public in and for Harris County, Texas.

Seal

FILED: NOVEMBER 15 A. D. 1949 AT: 3:00 P. M.

RECORDED: NOVEMBER 15 A. D. 1949 FILE NO: 179587 CLERK & EX OFFICIO RECORDER

ADOLPHE C. BOUDREAUX ET AL /

T O

TRANSCONTINENTAL GAS PIPE LINE COR.

RIGHT OF WAY

RIGHT OF WAY AGREEMENT

STATE OF LOUISIANA)
)
PARISH OF JEFFERSON DAVIS)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned ADOLPH C. BOUDREAUX, WORRELL B. JOHNSON, ORA J. MIGNEZ, OZELLA McCAIN JOHNSON, A. S. JOHNSON, JR., ODGEN W. JOHNSON and MRS. GRACE J. MILLER (hereinafter called Grantor, whether one or more), for and in consideration of Three hundred and no/100 Dollars ($300.00) cash in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, its successors and assigns, (hereinafter called Grantee), a right of way and easement for the purposes of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines (with valves, regulators, meters, fittings, appliances, tie overs, and appurtenant facilities) for the transportation of gas, oil, petroleum products, or any other liquids, gases, or substances which can be transported through a pipe line, the Grantee to have the right to select the route, under, over, through and across the lands of grantor, situated in the Parish of Jefferson Davis, state of Louisiana, described as follows:

Section 39, T 10 S, R 3 W, La Merd. except that portion lying in triangular form West of the East boundary line of Section 14, if extended through said Section 39; and Section 17, T 10 S, R 2 W, less and except 328 acres, more or less, of swamp land lying in the East portion thereof, and being all or part of the property acquired on 9-20-49 as per deed recorded in Conv. Bk 142, page 436 Public Records of Jefferson Davis Parish, Louisiana.

There is included in this grant the right, from time to time, to lay, construct, maintain operate alter, repair, remove change the size of, and replace one or more additional lines of pipe approximately parallel with the first pipe line laid by Grantee, hereunder; but any such additional line so laid the grantee shall pay grantor, or the depository hereinafter designated a sum equivalent to One Dollar ($1.00) per lineal rod of such additional line, or such proportionate part thereof as Grantor's interest in said lands bears to the entire fee, within sixty (60) days subsequent to the completion of the construction of such additional line.

The grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free and full right of ingress and egress over and across said lands and other lands of the Grantor to and from said right of way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the construction operation, maintainance and repair of said pipe lines. The Grantee shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, until such first pipe line be constructed and so long thereafter as a pipe line is

premises unto the Grantee, its successors and assigns, against every person whomsoever lawful claiming or to claim the same or any part thereof.

The grantee agrees to bury all pipe lines so that they will not interfere with the culti ation of the land, andalso to pay for any damage to fences, improvements, growing crops and timber which may arise from laying, constructing, alte ing, repairing, removing, changing the size of and replacing such pipe lines; said damage if not mutually agreed upon, to be ascertai and determined by three disinterested persons; one to be appointed by the undersigned grantor his successors, heirs or assigns; one by the grantee, its successors or assigns; am the thir by the two persons aforesaid, and the written award of such threepersons, or any two of them, shall be final and conclusive.

Any payment hereunder may be made direct to the grantor, or at the option of grantee, such payments may be made by depositing the same in Calcasieu Marine Bank, at Jennings, La. to the joint credit of grantor, said bank, and its successors,being hereby designated as the depository for such purpose, irrespective of any future change in the ownership of the lands hereinabove described. Should there be any change in the ownership of the said lands, then such deposit may be made in the aforesaid depository to the credit of those acquiring said la but no change in ownership of said lands shall be binding upon grantee until the muniment of title by which such change becomes effective has been placed of record in the Parish wherein such lands are located and a certified copy thereof delivered to Grantee.

It is agreed that this grant covers all the agreements between the parties and no repre ations or statements, verbal or written, have been made, modifying, adding to or changing the terms of this agreement.

IN TESTIMONY WHEREOF, the grantors herein have executed this conveyance this 7th day of November, 1949.

/s/ ADOLPHE C. BOUDREAUX

/s/ WORRELL B. JOHNSON

/s/ ORA J. MIGNEZ

/s/ OZELLA McCAIN JOHNSON

/s/ A. S. JOHNSON, JR., ODGEN W. JOHNSON, MRS. GRACE J. MILLER

WITNESSES: /s/ D. F. PHILLIPS, JOHN H. KEYES

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

BEFORE ME, the undersigned authority, this day personally appeared D. T. Phillips to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who, being first duly sworn, on his oath, says: That he subscri his name to the foregoing instrument as a witness, and that he knows Adolphe C. Boudreaux Worrel B. Johnson, Ora J. Mignez, Ozella McCain Johnson, A. S. Johnson, Jr., Odgen W. Johnson and Mrs. Grace J. Miller the grantor named in said instrument wbe the identical person descri herein, and who executed the same and saw them sign the same as their voluntary act and deed, and that he, the said D. T. Philips subscribed his name to the same at the same time as an attesting witness.

/s/ D. T. PHILLIPS Attesting Witness

Sworn to and subscribed before me this 8th day of November, 1949.

/s/ WALTER C. PETERS Notary Public in and for Jefferson Davis Parish, Louisiana. seal

$.55 U. S. DOCUMENTARY STAMPS ATTACHED TO ORIGINAL AND CANCELLED.

FILED: NOVEMBER 15 A. D. 1949 AT: 3:00 P. M.

RECORDED: NOVEMBER 15 A. D. 1949 FILE NO: 179588 CLERK & EX OFFICIO RECORDER

147/247

STERLING OIL & REFINING CO.

TO

STERLING OIL AND GAS CO.

CHANGE OF NAME

STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE ORESENTS, That

We, Walter G. Sterling, President, and Freda Dumbeck, Secretary, respectively, of STERLING OIL & GAS COMPANY, formerly STERLING OIL & REFINING CORPORATION, do hereby make the following statement and certificate, to-wit:

At a meeting of the Stockholders of STERLING OIL & REFINING CORPORATION, duly convened and held in the office of said corporation in Houston, Texas, on April 10, 1950, at which meeting a quorum was present, a majority of the stockholders of STERLING OIL & REGINING CORPORATION voted unanimously to change the name of the corporation to STERLING OIL & GAS COMPANY, and instructed the directors and officers of the corporation to certify to and file with the Secretary of State of the State of Texas an amendment to the charter of STERLING OIL & REFINING CORPORATION showing such change of name, and to take such other action as might be necessary to accomplish such purpose.

The certificate showing such charter amendment and such change of name was signed April 10, 1950, by a majority of the Board of Directors and was filed in the office of the Secretary of State of the State of Texas April 12, 1950, being Ledger No. 27767.

That with the filing of such amendment changing the name of STERLING OIL & REFINING CORPORATION to STERLING OIL & GAS COMPANY, the title of all property of every kind and character fomerly belonging to STERLING OIL & REFINING CORPORATION remains the property of the same corporation but is now owned and held under the new name of STERLING OIL & GAS COMPANY, and to such extent, if any, as may be necessary, this instrument shall operate to change the record title from the one name to the other so that hereafter all property of the corporation shall be dealt with owned, transferred, assigned or otherwise handled under the name STERLING OIL & GAS COMPANY.

WITNESS our hands at Houston, Texas, this 25th day of April, 1950.

/s/ WALTER G. STERLING,

P R E S I D E N T

/s/ FREDA DUMBECK,

S E C R E T A R Y

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Walter G. Sterling, President, and Freda Dumbeck, Secretary, of STERLING OIL & GAS COMPANY, formerly STERLING OIL & REFINING CORPORATION, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said STERLING OIL & GAS COMPANY, formerly STERLING OIL & REFINING CORPORATION, a corporation, and that they executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of April, 1950.

/s/ RUBY R. CAUSEY,

N O T A R Y

P U B L I C

in and for Harris County, Texas.

(S E A L).

FILED: MAY 18th. A. D., 1950 AT: 3:30 P. M.
RECORDED: MAY 18th. A. D., 1950 FILE NO. 184269

CLERK & EX OFFICIO RECORDER.

147/634

SUCCESSION OF BERT FLANDERS, JR.
JUDGMENT

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS
STATE OF LOUISIANA
NO. 283,412 DIVISION "A"
SUCCESSION OF BERT FLANDERS, JR.

J U D G M E N T

In this matter submitted for adjudication the Court considering the last will and testament of the deceased and the law applicable to the case and being of the opinion that the petitioner is entitled to the decree prayed for:

IT IS ORDERED, ADJUDGED AND DECREED that petitioner, Mrs. Martha Manning Flanders, be recognized as the surviving spouse in community and that as such she is hereby sent and put in possession of an undivided one-half of all of the community property left by the decedent, Bert Flanders, Jr., and hereinafter described.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that petitioner, Mrs. Martha Manning Flanders be recognized as residuary legatee under the last will and testament of the decedent, Bert Flanders, Jr., and that as such she is hereby sent and put in possession of an undivided one-third of the separate property of the decedent hereinafter described, and to an undivided one-third of decedent's one-half of the community property hereinafter described.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the minors, Mary Cath erine Flanders, Martha Ann Flanders, and Bert Flanders III, appearing herein through petitioner, Mrs. Martha Manning Flanders, their duly qualified Natural Tutrix be recognized as the sole and only heir of their deceased father father and that as such are hereby sent and put in possession of an undivided two-thirds of decedent's separate estate hereinafter described and to an undivided two-thirds of decedent's one-half of the community property hereinafter described.

JEFFERSON DAVIS PARISH

COMMUNITY PROPERTY

(1) An undivided 20% interest in and to an oil, gas and mineral lease executed by Albert Sidney Johnson and Adolphe C. Boudreaux, joined by his wife, Mrs. Rose Castex Boudreaux, as Lessors, in favor of M. N. Stafford, as Lessee, under date of May 12, 1945, recorded under File No. 149166 in Conveyance Book 110, at Pages 522, et seq. of the Conveyance Records of Jefferson Davis Parish, Louisiana, covering the following described land situated in the Parish of Jefferson Davis, Louisiana:

1145.35 acres, more or less, being (a) Section 39 in Township 10 South of Range 3 West, Louisiana, Meridian, except that portion lying in triangular form West of the East Boundary line of Section 14 if extended through said Section 39, (b) Lot 2 or Fractional Section 13 in Township 10 South of Range 3 West, Louisiana Meridian, (c) Section 17 in Township 10 South of Range 2 West, Louisiana Meridian, except the 328 acres, more or less, of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A.S. Alston & Co, on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey made by E.J. Mead, D. E., dated in 1921, it being understood, however, that there is included in this lease two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. Alston & Co., and (d) Section 18 in Township 10 South of Range 2 West of the Louisiana Meridian, lying between the Southeast corner of the aforedescribed Section 39 on the West and the Mermentau River on the East; all as per plat showing the property herein leased, attached to the Act No. 81759 by which the lessors purchased the said property from Jean Castex, Jr., and which is recorded in Jefferson Davis Parish, Louisiana. There is excepted from the above description and from this lease that certain tract of land comprising

10 acres, more or less, situated in Section 18, Township 10 South, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by Lessors herein to Fred Shutts by deed which was dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the records of Jefferson Davis Parish, Louisiana, and more particularly described in said deed,

said lease being subject to an overriding royalty interest of 1/96th each in favor of H. B. Tietje, M. N. Stafford and Walter Grapes, and also subject to a certain operating agreement entered into on the 3rd day of September, 1948, by and between the various owners of said lease.

THE UNDIVIDED 20% INTEREST IN ABOVE DESCRIBED LEASE was recognized by judgment of the Civil District Court for the Parish of Orleans, State of Louisiana, rendered under date of July 14, 1948, in Proceedings No. 283,412, entitled "Succession of Bert Flanders, Jr.", said judgment being recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana, in Book 134, Page 600, File #169446.

(2) An undivided 5% interest in and to an oil, gas and mineral lease executed by William L. Trimble, as Lessor, in favor of Alfred Lamson, as Lessee, under date of January 16, 1947 recorded under File No. 160004 in Conveyance Book 124, at Page of the Conveyance Reco Jefferson Davis Parish, Louisiana, covering the following described land situated in the Parish of Jefferson Davis, Louisiana:

245 acres, more or less, being the S½ of the N½ of Section 2 and the S½ of the NE¼ Section 3, all in Township 8 South, Range 4 West, Jefferson Davis Parish, Louisiana less and except the West Half of South Half of North Half (S½ of NW ¼) of Section 2, and the South Half of Northeast Quarter (S½ of NE¼) of Section 3, Township 8 South Range 4 West, Jefferson Davis Parish, Louisiana, which said portion was released fr said lease by an act of release executed by the various owners of said leases;

said lease being subject to an overriding royalty interest now owned by Alfred Lamson of 1/64th of 8/8ths of all the oil, gas and other minerals saved and produced therefrom.

The SE¼ of the NE¼ of Section 2, Township 8 South, Range 4 West is included in the "H. J. Shoesmith Unit" of 315 acres, in the China Area, Jefferson Davis Parish, Louisiana, which Unit was established by Order No. 132 of the Conservation Department of the State of Louisiana, dated March 27, 1947, providing special rules and regulations governing productio of gas and condensate, or either of them from the 9200 foot sand of the China Field, and any extensions thereof, Jefferson Davis Parish, Louisiana.

Said lease is subject to the terms of that certain Unitization Agreement entered into by and between the owners of said lease, and is also subject to the terms of that certain Operating Agreement dated March 1, 1948, entered into by and between the various owners of said lease.

THE UNDIVIDED 5% INTEREST IN ABOVE DESCRIBED LEASE acquired from Alfred Lamson by Assignment executed under date of June 15, 1948, but as of February 24, 1947, and recorded under File No. 169304 in Conveyance Book 134, at Page 487 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

(3) An undivided 5% interest in and to an oil, gas and mineral lease executed by Harold J. Shoesmeith, as Lessor, in favor of the Continental Oil Company, as Lessee, under date of August 24, 1943, recorded in Conveyance Book 101, at Page 66 of the Conveyance Records of Jefferson Davis Parish, Louisiana, insofar as said lease covers and affects the following described land situated in the Parish of Jefferson Davis, Louisiana:

S½ of the NW¼ of Section 1, Township 8 South, Range 4 West,

said lease being subject to an overriding royalty interest now owned by the Continental Oil Company of 3/64ths of 8/8ths of all the oil, gas and other minerals saved and produce from said land, and an overriding royalty interest now owned by H. B. Tietje of 1/64th o

of 8/8ths of all the oil, gas and other minerals saved and produced from said lands.

ROYALTY INTERESTS

(4) An undivided 40% of the following described Royalty Interests:

(a) One/two hundred fifty-sixths (1/256ths) of the whole of any oil, gas or other minerals in, under or upon or to be produced from the following described property: NE¼ of SW¼ of Irregular Section 25, Township 7 South, Range 3 West; being one-half (1/2) of the interest acquired by Grantor from O. A. LaHaye, and recorded in Book 107, at Page 154, as Original Act 146572, records of Jefferson Davis Parish, Louisiana.

(b) One/two hundred fifty-sixths (1256ths) of the whole of any oil, gas or other minerals in, under, upon or to be produced from the following described property, to-wit:
Tract 1; N 1/2 of Section 39, Township 7 South, Range 3 West, Jefferson Davis Parish, Louisiana, containing 179 acres, more or less, bounded North and West by Section Line; East by Township line; and South by Joseph Landry. The South line of above described lease shall be parallel to South line of said Section 39.
Tract 2: A certain tract of land containing 26.75 acres, more or less, located in the W 1/2 of NW 1/4 of Section 36, Township 7 South, Range 3 West, Jefferson Davis Parish, Louisiana, being bounded north by Mrs. W. C. Peters; West by Section Line; South by Joseph Landry; and East by Mrs. W. C. Peters.
Tract 3: A certain tract of land containing 12 acres, more or less, located in the SW 1/4 of Section 36, Township 7 South, Range 3 West; Jefferson Davis Parish, Louisiana, being bounded North by Joseph Landry and Mrs. W. C. Peters; South by Eva and Arcole Mayers; and East and West by Section line.
Tract 4: S 1/3 of the NE 1/4 of Section 35, Township 7 South, Range 3 West, Jefferson Davis Parish, Louisiana. Said tract contains 54.16 acres, being bounded North by Mrs. W. C. Peters et al; East by Section Line; South by Zannie Janice; and West by Zannie Janice and/or Public Road.
Being one-half (1/2 of the same interest acquired by Grantor from O. A. LaHaye, September 26, 1944, and recorded in Book 107, at Page 155, as Original Act 146573, Conveyance Records of Jefferson Davis Parish, Louisiana.

(c) One/two thousand forty-eighth (1/2048th) of the whole of all of the oil, gas, or other minerals in, under, upon and to be produced from the following described property, to-wit:
The S 1/2 of Section 38, Township 7 South, Range 3 West of the Louisiana Meridian, and the S 1/2 of that part of Section 31 in Township 7 South, Range 2 West of the Louisiana Meridian lying West of Bayou Nez Pique, containing 700 acres, more or less, all in what is known as the Pierre Chretien Grant.
Being one-fourth (1/4th) of the royalty interest acquired by Grantor from Mrs. Mazie Miller and Marie Mazie Miller, September 26, 1944, and duly recorded in the Conveyance records of Jefferson Davis Parish, under date of September 30, 1944.

(d) One/one hundred ninety-second (1/192nd) of the whole of any oil, gas and other minerals, in, under, upon or to be produced from the following described property, to-wit: NE 1/4 of the NW 1/4 of Irregular Section 36, E 1/2 of SW 1/4 of SW 1/4, N 1/2 of SE 1/4 of SW 1/4 and Lots 6, 7, 9 and 10 in the S 1/2 of the NE 1/4 and E 1/2 of SE 1/4 of Irregular Section 25, all in Township 7 South, Range 3 West.
Being one-third (1/3rd) of the royalty interest acquired by Grantor from F. E. Landry et al., February 26, 1944, and recorded in Book 106 at Page 418, as Original Act No. 146296, Conveyance Records of Jefferson Davis Parish, Louisiana.

Jefferson Davis Parish cont'd

THE UNDIVIDED 40% INTEREST above described acquired by Counter Letter dated May 1, 19[illegible],

recorded as Original Act of Counter Letter in C.O.B. 133, Page 171 under File No. 168195 of t Conveyance Records of Jefferson Davis Parish, Louisiana.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the particular legacies to the decedent' Mother, Mrs. Rhea Boland Flanders, Father, Bert A. Flanders III, and Brother, Elmer D. Flande who are recognized as such and placed into possession by judgment rendered March 11, 1949, i confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the particular legacies made by decedei do not impinge on the legitime.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that no further Louisiana State Inheritance taxes are due, State Inheritance taxes in the amount of $4,641.96 having been heretofore fix by Judgment of this Honorable Court and having been paid as per judgment dated, previously filed in these proceedings and further, that Federal Estate taxes in the amount of $29,202.9 have been paid as evidenced by duplicate copy of the receipt filed in these proceedings.

JUDGMENT READ, RENDERED AND SIGNED IN OPEN COURT THIS 9 DAY OF June 1950.

/s/ PAUL N. CHASEZ, Judge

A TRUE COPY

/s/, BRICHTEL, JR.,

Deputy Clerk, Civil District Court

Parish of Orleans

State of La.

FILED : JUNE 23, A. D., 1950 AT: 8:00 A. M.

RECORDED : JUNE 23, A. D., 1950 FILE NO.: 185109 CLERK & EX OFFICIO RECORDER

&&&

155/457

INTERDICTION

OF

LENA MAE DOUCET

COMMITMENT

APPLICATION

Application of Cloublia Doucet, Father a resident of Jeffers Davis PARISH, LOUISIANA, for observation, care and treatment of Lena Mae Doucet, a resident of Jefferson Davis PARISH, LOUISIANA, in the CENTRAL LOUISIANA STATE HOSPITAL, who appears to be suffering from amental disease, and I hereby give the following information set forth on the accompanying form about the patient, required by the Department of Institutions as set out by Act 303 of 1946, Section 12.

June 20, 1951 /s/ CLOUBLIA DOUCET

CERTIFICATE OF CORONER AND PHYSICIAN

This certifies that we have observed and examined Lena Mae Doucet In view of our findings during observation and examination, and considering the information presented by Cloubis Douce Father, of the patient, we are of the opinion, and hereby certify, that the above patient is in need of observation, care and treatment for a mental illness and hospital or other care.

June 20, 1951 /s/ W. J. MCNEIL, M.D.

June 20, 1951 /s/ HAROLD J. SAVATIER, M.D., Coroner of Jefferson Davis Parish.

COMMITMENT

Considering the foregoing information, as set forth in the application, accompanying paper Certificate of Coroner and Physician, and by virtue of the authority vested in me by law, I hereby commit Lena Mae Doucet, a resident of Jefferson Davis PARISH, LOUISIANA, as being mental ill to the CENTRAL LOUISIANA STATE HOSPITAL, PINEVILLE, LOUISIANA, for observation, care and treatment as provided by law.

Given under my hand at Jennings, LOUISIANA, on the 20th day of June, 1951

Signed: HAROLD J. SAVATIER, Coroner of Jefferson Davis Parish

FILED : JUNE 20, A. D., 1951 AT: 3:00 P. M.

RECORDED : JUNE 20, A. D., 1951 FILE NO.: 193532 CLERK & EX OFFICIO RECORDER.

STERLING OIL & GAS COMPANY

TO

TENNESSEE PRODUCTION CO.

CHANGE NAME

STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS, That We, R. G. RICE, President, and W. D. WALSER, Secretary respectively, of TENNESSEE PRODUCTION COMPANY, formerly STERLING OIL & GAS COMPANY, do hereby make the following statement and certificate, to wit:

At an adjourned meeting of the stockholders of STERLING OIL & GAS COMPANY, duly convened and held in the office of said corporation in Houston, Texas, on June 4, 1951, at which meeting a quorum was present, a majority of the stockholders of STERLING OIL & GAS COMPANY voted unanimously to change the name of the corporation to TENNESSEE PRODUCTION COMPANY' and instructed the directors and officers of the corporation to certify to and file with the Secretary of State of the State of Texas an amendment to the charter of STERLING OIL & GAS COMPANY showing such change of name, and to take such other action as might be necessary to accomplish such purpose.

The certificate showing such charter amendment and such change of name was signed June 4, 1951, by a majority of the Board of Directors and was filed in the office of the Secretary of State of the State of Texas June 6, 1951, being Ledger No. 27767.

That with the filing of such amendment changing the name of STERLING OIL & GAS COMPANY to TENNESSEE PRODUCTION COMPANY; the title of all property of every kind and character formerly belonging to STERLING OIL & GAS COMPANY remains the property of the same corporation but is now owned and held under the new name of TENNESSEE PRODUCTION COMPANY, and to such extent, if any, as may be necessary, this instrument shall operate to change the record title from the one name to the other so that hereafter all property of the corporation shall be dealth with, owned, tra

ferred, assigned or otherwise handled under the name TENNESSEE PRODUCTION COMPANY.

WITNESS our hands at Houston, Texas, this 18th day of June, 1951.

/s/ R. G. RICE, President /s/ W. T. HAIST, Secretary

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared R. G. RICE, President, and W. T. HAIST, Secretary, of TENNESSEE PRODUCTION COMPANY, formerly STERLING OIL & GAS COMPANY, known to me to be the persons and officers whose name are subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said TENNESSEE PRODUCTION COMPANY, formerly STERLING OIL & GAS COMPANY' a corporation, and that they executed the same as the act of such corporationfor the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of June, 1951.

/s/ MARIE TILLENT,
Notary Public in and for Harris
County, Texas.

I.

FILED : JUNE 21, A. D., 1951 AT: 8:00 A. M.

RECORDED : JUNE 21, A. D., 1951 FILE NO.: 193543 SIGLER & DE CUIRCIS MOORMAN

MRS. LILIAN GAUTHIER RICHARD

TO

H. B. TIETJE.

L E A S E

OIL, GAS AND MINERAL LEASE

MRS. LILIAN GAUTHIER RICHARD, widow of James G. Richard, a resident of Jennings, Jefferson Davis Parish, Louisiana, hereinafter called "Lessor" (whether one or more) grants, leases and lets unto H. B. TIETJE hereinafter called "Lessee", the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of, oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals, and the right of ingress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon, for operations hereunder or in connection with similar operations on adjoining land, and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in JEFFERSON DAVIS Parish, Louisiana, and described as follows, to-wit:

The North Half of the Southeast Quarter (N½ of SE¼) of Section Twenty-two (22), Township Ten (10) South, Range Three (3) West Louisiana Meridian, bounded on the South and West by lands of the Estate of Maizie Miller, on the North by lands of Lessor, and on the East by Public Road.

For the purpose of calculating the payments hereinafter provided for, the land is estimated to comprise Eighty-three (83) acres whether it actually comprises more or less. All land owned by the Lessor in the above mentioned Section or Sections or Surveys is included herein, whether properly described or not.

This lease shall be for a term of Three (3) years and no months from the date hereof (called "primary Term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted as hereinafter provided for, all subject to the

161/214

TENNESSEE PRODUCTION COMPANY
(a Texas Corporation)

T O

TENNESSEE PRODUCTION COMPANY
(a Corporation of Delaware)

SALE

THE STATE OF TEXAS)
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS)

That,

TENNESSEE PRODUCTION COMPANY, a Texas Corporation hereinafter called "Grantof", for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations to it paid by TENNESSEE PRODUCTION COMPANY, a Corporation organized and existing under and by virtue of the laws of the State of Delaware, hereinafter called "Grantee", and the further consideration that Grantee has assumed, and by these presents does assume, all the outstanding debts, liabilities and obligations of Grantor, wherever located, and whatever kind and character, the adequacy of all of which consideration is hereby acknowledged, has GRANTED, BARGAINED, SOLD, ASSIGNED and CONVEYED, and by these presents does GRANT , BARGAIN, SELL, ASSIGN and CONVEY unto the said Grantee, all of the following described property, to-wit:

1. The entire interest of Grantor in and to, any and all real property, or any interest therein, including , but not by way of limitation, land and interests in land owned by Grantor, if fee, or otherwise, the mineral lease hold, estates, royalty interests, overriding royalty interests, interests in production of oil, gas and other minerals, wheresoever situated in the States of Texas, Louisiana, Arkansas, Mississippi, Tennessee, Kentucky, Ohio, West Virginia, New Mexico, and in the Dominion of Canada, as well as all reversions and rights of reverter, and interests in lands and leases which will vest or shall become effective upon the termination of any overriding royalty or production payment presently affecting any such lands and leases.

All Grantor's interest in all of the oil, gas and other wells (whether such wells are producing wells, or non-producing wells, or are shut-in, or plugged, or abandoned, or plugged and abandoned, or are input wells, or otherwise), located in land included, or purported to be included , in the properties hereby conveyed, and all fixtures, equipment and personal property now existing in any and each such well and all fixtures,equipment and personal property of every kind and character now existing on or above the surface of any of the said land, and used procured for use, or appertaining to the said wells, or the processing operations, storage or transportation of oil, gas or other hydrocarbons produced, or that may be produced from said properties, including, but in no wise limited to, buildings, derricks, tanks, casing, tubing Christmas trees on or attached to wells, connections, sucker rods, pump rods, pumps,valves, fittings, pits, compressors, pipes, flow lines, and similar equipment , warehouses, stocks. in warehouses, trucks, cars, rolling stock and surplus equipment , drilling equipment , pipelines, gathering lines, lateral lines, water lines, water wells, storage tanks, separators, plants, interests in plants, and all and any other material or equipment not herein specifically listed and including,but in no wise limited to all wells, plants, material, pipe and equipment incident to repressuring and pressure maintenance and the processing of oil or gas.

All of Grantor's interest in easements, right of ways or easements agreements, construction rights, licenses, permits, immunitite, grants and consents and servitudes of whatever nature, for and in connection with the development , maintenance, operation and/or improvement of any land , zones, or leases covered by, or included in, or purported to be covered by, or included in the properties herein conveyed, or for ingress or egress thereto or therefrom and/or the laying construction, maintenance, operation, repair and/or removal of pipelines, gathering lines, connections lateral lines, equipment, compressors, tanks, pits, and/or any appurtenant facilities of any and every description.

2. All the personal property of every name, nature and description owned by Grantor, where-

ever located within the continental limits of the United States or within the Dominion of Canada, and including all machinery , equipment and fixtures, fixed or movable , all oil,gas, or other hydrocarbons in storage tanks, or in transit, and all supplies, stores and furniture, files, maps, logs and records, wherever located, and whether in the hands of Grantor or any of its agents or employees, or in the hands of others.

3. All cash on hand and all bills,notes, accounts receivable and other evidences of indebtedness of Grantor from whomsoever due and wheresoever evidences thereof, if any, may be held.

4. All stock, securitite, or evidenfes of interest and participation in any company, corporation or association organized or existing under the laws of any State or Territory of the United States of America, or the laws of any province of the Dominion of Canada, held and owned by Grantor.

5. All contracts, contract rights of action, vouchers and things, in action whatsoever of Grantor, pertaining to its said business in the United States of America and Dominion of Canada, and also all other property and rights of every name and description of whatever nature of Grantor, except its corporate franchises.

It is the intention of Grantor and of this instrument to convey and grant and Grantor does hereby convey and grant unto the Grantee, all of Grantor's assets and property, real, personal or mixed, tangible or intangible, of record or not of record, and wheresoever situated.

The properties hereinabove described are conveyed by Grantor and accepted by Grantee, subject to:

(a) With respect to the particular items of properties affected thereby, all existing easements and right of ways owned by persons other than Grantor, in , across or under the properties hereinbefore described, for the laying , erection or maintenance of public roads, pipelines, railroads, telephone or other facilities;

(b) With respect to the particular items of property affected thereby, all valid and subsisting oil, gas or mineral leases, unitization agreements, pooling agreements, operating agreements, contracts for the sale of oil, gas, liquid hydrocarbons or other mineral substance

(c) With respect to the particular leases described in Exhibit"A" hereto attached and made a part hereof by reference, that certain Deed of Trust dated November 6, 1950, wherein Sterling Oil & Gas Company, a Texas Corporation, is Grantor, and Lowell E. Ullery is Trustee fo the use and benefit of The Chase National Bank of the City of New York, which said Deed of Trust is of record in each of the Counties where the property described in Exhibit "A" is located.

(d) With respect to the particular leases described in Exhibit"B" hereto attached and made a part hereof by reference, that certain Supplemental Deed of Trust dated January 4, 1952, in which Tennessee Production Company, is Grantor , and Lowell E. Ullery is trustee for the use and benefit of The Chase National Bank of the City of New York, which Deed of Trust is of record in each of the Counties where the property described in Exhibit "B" is located.

(e) With respect to the particular leases described in Exhibit "C" hereto attached and made a part hereof by reference, that certain Conveyance of a Production Payment dated Decembe 28, 1951, wherein Tennessee Production Company is Grantor and Oil Payment Purchasing Company Inc.,is Grantee, such Conveyance of Production Payment being of record in each of the Counties where the properties described in Exhibit "C" are located.

(f) With respect to the particular leases described in Exhibit "D" hereto attached and made a part hereof by reference , that certain Production Payment Agreement dated December 4,1950, executed by Frank Frankel and wife, Pearl Frankel, in favor of Janad,Inc., a Texas Corporation which Production Payment Agreement is recorded in each of the Counties where the property described in Exhibit "D" is located.

TO HAVE AND TO HOLD the properties, estates and interests hereby conveyed unto the said Grantee, its successors and assigns, forever, subject, nevertheless, to all of the foregoing.

This conveyance is made with full substitution and subrogation of Grantee in and to all covenants of warranty by others heretofore given or made in respect to the properties hereby conveyed.

This instrument is dated February 26, 1952, at 8:00 o'clock A. M., and has been executed on the date of the acknowledgments hereof and is intended to take effect upon the deliv ry hereof; and all purchasers of production are directed to make payment of the proceeds of runs for the month of February, 1952, to Grantor; and Grantor agrees to account to Grantee out of the proceeds from said properties received by it for four-twenty-ninths (4/29) of the February runs after deducting four-twenty-ninths (4/29ths) of the February operating expenses with respect to such properties and four-twenty-ninths (4/29ths) of the February production and severance taxes applicable thereto.

This instrument has been executed in multiple counterparts and all such counterparts executed and delivered shall each be considered as an original and shall constitute but one and the same instrument.

Grantee joins in the execution of this instrument of conveyance to evidence its assumption and agreement to pay and discharge all of the debts,liabilities and obligations of Grantor and to further evidence its acceptance of the properties, interests and estates hereby conveyed.

IN WITNESS WHEREOF, Grantor and Grantee, have executed this instrument on or as of the 26th day of February, A. D.,1952.

TENNESSEE PRODUCTION COMPANY,A TEXAS CORPORATION BY(S) R. G. RICE, PRESIDENT
ATTEST:(S) W. D. WALSER, SECRETARY,(SEAL)
TENNESSEE PRODUCTION COMPANY, A DELAWARE CORPORATION BY CHAS. A. LINGO,VICE PRESIDENT
ATTEST: (S) CHARLES S. TAYLOR, JR./ASST, SECRETARY,(SEAL)

THE STATE OF TEXAS)
COUNTY OF HARRIS)

On this 26th day of February, 1952, before me appeared R.G.RICE to me personally known, who being by me duly sworn, did say that he is the President of Tennessee Production Company a Texas Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors , and said R.G.RICE acknowledged said instrument to be the free act and deed of said corproation.

(S) CHARLOTTE SCHROEDER,NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS,(SEAL)
My commission expires: June 1, 1953

THE STATE OF TEXAS)
COUNTY OF HARRIS)

On this 26th day of February, 1952, before me appeared CHAS. A. LINGO to me personally known, who being by me duly wsworn, did say that he is the Vice President of Tennessee Production Company, a Delaware Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors , and said Chas. A. Lingo acknowledged said instrument to be the free act and deed of said corporation.

(S) MAVIS M. ANDERSON, NOTARY PUBLIC,IN AND FOR HARRIS COUNTY, TEXAS, (SEAL)
My commission expires June 1, 1953

EXHIBIT "A"

Grantor's interest in properties remaining subject to Deed of Trust dated November 6, 1950, Sterling Oil & Gas Company, Grantee, to Lowell E. Ullery, Trustee for the use and benefit of The Chase National Bank of the City of New York.

All references hereafter made to Volumes and Pages being to the Volumes and Pages of the

Records or Lease Records of the respectibe Counties of the State of Texas named below in connection with each lease, and in which the particular described lease is recorded.

LEASES

LESSOR	LEASE DATE	RECORDING DATA VOL. PAGE
BRAZORIA COUNTY, TEXAS		
J.G. Phillips, et al	May 19, 1934	270 - 541 Deed Records
T. H. Smith	Sept. 22, 1937	297 - 476 Deed Records
Mrs. Roene Cage,a feme sole	Sept. 25, 1937	296 - 205 Deed Records
BROOKS AND KLEBERG COUNTIES,TEXAS		
D.J.Sullivan	Jan 17, 1934	5 - 126 Lease Records Brooks County ,Texas
COLORADO COUNTY, TEXAS		
C. G. CLASSCOCK	Oct. 30,1942	38 - 143 Lease Records
HARDIN COUNTY, TEXAS		
Myrtle Jordan, etal	Nov, 28, 1938	146 - 393 Deed Records
The Bernard Corporation))	Dec. 11,1933	128 - 4 Deed Records
JACKSON COUNTY, TEXAS		
John M Bennett,et ux	Aug. 2, 1937	103 - 372 Deed Records
Peter Matak, et ux	Jan. 22, 1943	144 - 197 Deed Records
August Bosak	Jan. 29, 1943	144 - 330 Deed Records
John M. Bennett	Jan . 20, 1943	143 - 330 Deed Records
Felix L. Franek,et ux	May 3, 1941	126 - 385 Deed Records.
H. E. Diebel, et al	Feb. 6, 1943	143 - 446 Deed Records
J. Clifton Ransey, et al	May 24, 1944	152 - 39 Deed Records
Louise Bonnet	Nov. 7, 1936	99 - 425 Deed Records
Alberta Gayle	Feb. 11, 1942	135 - 555 Deed Records
C. F. Combs, et ux	Feb. 25., 1930	69 - 602 Deed Records
T.N. Mauritx, et al	March 18, 1935	94 - 139 Deed Records
Louis Neibuhr,et al	May 20, 1943	149 -617 Deed Records Jackson County,Texas; 166 - 62 Deed Records Wharton County,Texas
Carl Glissman,et ux	March 31, 1943	149 - 623 Deed Records
Henrietta Huseman,et al	Sept.6, 1941	133 - 366 Deed Records Jackson County,Texas 154 - 429 Deed Records Wharton County,Texas
O. C. Gindorf,et ux	Aug 5, 1941	132 - 546 Deed Records
T. N. MAURITZ,ETAL	Nov. 22, 1940	123 - 170 Deed Records
A. E. Westhoff,etal	Nov 25, 1940	123 - 242 Deed Records
W. W. McCrory,etal	June 20, 1942	139 - 428 Deed Records
T.N.Mauritz	May 26, 1942	137 - 540 Deed Records
A. E. Westhoff	Nov. 9, 1937	105 - 364 Deed Records
Bertha Copsey,et al	June 15, 1940	125 - 385 Deed Records
R. J. Stepan,et ux	June 13, 1936	98 - 35 Deed Records
LAVACA COUNTY, TEXAS		
Ida Benbow Rochelle,et al	Feb. 28, 1942	32 - 359 Lease Records
E.H.Hamman.et ux	April 13, 1939	24- 79 Lease Records
Mary Hoffman,et al	June 22, 1939	25 - 455 Lease Records
E.A. Palmer, etal	Sept. 16, 1944	44 - 483 Lease Records
R. H. Goodrich	Aug. 12,1947	56 - 447 Lease Records
James Jetton	Nov. 7, 1949	61 - 198 Lease Records

. F. Borchers	Oct 20, 1945	49 - 322 Lease Records
nnie Borchers	March 10, 1950	63 - 122 Lease Records
nnie Borchers	March 10, 1950	62 - 328 Le ase Records
J. G. Smith	June 12, 1933	16 - 568 Lease Records
afey Miller	June 12, 1948	56 - 161 Lease Records
	LIBERTY COUNTY, TEXAS	
Phoenix Develppment Co, et al.	June 7, 1941	250 - 11 Deed Records
	JIM HOGG COUNTY, TEXAS	
J.B. De la Garza,Jr.,et al	April 19, 1921	4 -553 Lease Records
	MATAGORDA COUNTY, TEXAS	
L.M.LeTulle,et al	Aug 12, 1944	156 - 196 Deed Records
	WHARTON COUNTY, TEXAS	
Adolph Keprta,etal	April 7, 1944	171 - 122 Deed Records
Frank Keprta, et al	Feb.1, 1944	174 - 95 Deed Records
Mrs. Alpha B. Miller et al	March 1, 1944	170 -291 Deed Records
Anton Mican	April 24, 1944	169 - 247 Deed Records
Beulah Jackson	April 13, 1944	169 - 272 Deed Records
C.J.Marik, et al	April 17, 1944	170 - 167 Deed Records
Anton Mican,et ux	Dec. 17, 1946	188 -452 Deed Records
Sidney A. Wilbeck	Oct. 2, 1946	191 - 555 Deed Records
Sidney A. Wilbeck.eta,	Oct. 2, 1946	192 - 182 Deed Records
F. B. Hardeman	Oct. 2, 1946	194 35 Deed Records
Agnes Bucek,et al	Oct. 2, 1946	190 -535 Deed Records
T.J. Hudgens,et al	Oct, 2, 1946	192 -313 Deed Records
A. E. Wilcox	Oct 2, 1946	189 - 483 Deed Records
Eola H. Border	Oct. 2, 1946	192 - 176 Deed Records
Agnes Bucek,et al	Oct. 2, 1946	189 - 489Deed Records
A. E. Wilcox	Oct. 2, 1946	192 - 195 Deed Records
T.J.Hudgens,et al	Oct. 2, 1946	193 -24 Deed Records
Chas.J. Okruhlik	Oct. 2, 1946	189 - 486 Deed Records
E.J. Mills,et ux	April 17, 1944	170 - 195 Deed Records
Della Mae Harris, et vir	Oct. 2, 1946	190 -526 Deed Records
Mrs. Francis Mills	April 17, 1944	170 - 328 Deed Records
John C. Horelica, Guardian	June 5, 1944	171 - 524 Deed Records
Frank Vasek, et al	Oct. 2, 1946	191 -562 Deed Records
T.M.Neal	Oct. 2, 1946	192 - 191 Deed Records
Carrie Norton,etal	Oct.2, 1946	191 - 551 Deed Records
Henry Seudler	Oct. 2, 1946	190 - 522 Deed Records
Mrs. Phoebe Leddy,etal	Oct. 2, 1946	189 - 493 Deed Records
P. P. Krenek,etux	Oct. 2, 1946	190 - 531 Deed Records
Eola H. Border	Oct. 2,1946	195 - 397 Deed Records
Taylor J. Hudgins	Oct. 2, 1946	192 - 187 Deed Records
Eola H. Border,etal	March 1, 1944	171 - 444 Deed Records
Eola H. Border	Oct. 2, 1946	204 - 11 Deed Records
Eola H. Border	Sept 1, 1947	195 - 431 Deed Records
	VICTORIA COUNTY, TEXAS	

Sally Ragsdale,et vir	March 15, 1943	189 - 46 Deed Records
Sally Ragsdale,et vir	Sept. 13, 1944	202 - 363 Deed Records
John W. Gaass,et ux	April 6, 1948	240 23 Deed Records
John J. Welder, et al,	March 10, 1945	203 - 554 Deed Records
Lillie May Die,er	Feb. 1, 1942	137 - 191 Deed Records
	CALHOUN COUNTY, TEXAS	
Patrick H. Welder	Nov. 5, 1936	29 - 245 Deed Records
Pateick H. Welder	June 18, 1936	28 - 406 Deed Records
	SAN PATRICIO COUNTY, TEXAS	
Daniel P. Moore	Sept. 7, 1946	56 - 411 Deed Records
	MONTGOMERY COUNTY, TEXAS	
Emma Schweinle,etal	July 23, 1946	273 - 360 Deed Records
Myrtle R. Burnett	March 18, 1948	280 -213 Deed Records
J. L. Pitts ,etal	June 18, 1947	274 - 180 Deed Records
Wm. Schiel	June 29, 1947	272 - 528 Deed Records
Emma Schweinle,etal	July 23, 1947	272 - 536 Deed Records
Wm. Schiel, et al	Oct, 18, 1948	281 - 362 Deed Records
Fritz Kovs, et ux	July 22, 1949	289 - 255 Deed Records
Arthur Kobs	July 23, 1949	291 - 88 Deed Records
Benjamin H. Dulany	July 23, 1947	271 - 184 Deed Records
G. F. Brautigam	July 12, 1947	274 -189 Deed Records
Mary Rebecca Scott,et vir	July 26, 1947	274 -633 Deed Records
Laura Winslow,et vir	July 26, 1947	289-419 Deed Records
Nurle Tautenhahn,et vir	July 26, 1947	277-260 Deed Records
G. F.Brautigam	July 15, 1947	279 -19 Deed Records
W. C. Brautigam	July 15, 1947	279 -24 Deed Records
G.W.Brautigam,etux	Sept.8,1949	294 - 170 Deed Records
G. W. Brautigam	Jan.11, 1950	294 - 625 Deed Records
J. H. Walker, Commissioner of the Gemeral Land Office	Aug. 3, 1934	169 - 398 Deed Records

All of such leases being subject to the grants or reservations of overriding royalty interests production payments , operating agreements, assignments or interests, unitization agreements, pooling agreements, and designations of units as referred to in said Deed of Trust hereinbefore mentioned to which instrument and the record thereof, reference is made for all purpose

GASOLINE PLANT AND COMPRESSOR PLANT

Grantor's undivided interest in the surface and surface rights in and under

(1) 16.9 acres of land described in Deed dated August 2, 1949, recorded in Vol.147 page 177, Deed Records, Colorado County,Texas, and.

(2) 3.504 acres of land described in deed dated June 10, 1950, recorded in Vol. 151, Page 287, Deed Records, Colorado County,Texas,

together with Grantor's interest in the gasoline plant situated on s ch land, the loading rack and equipment situated thereon, and the right-of-way grants used in connection therewith. Grantor's undivided interest in the surface rights in and under two tracts of land described in Deed dated December 16,1949, recorded in Vol. 271, Page 190,Deed Records,Victoria County,Texas, and a like interest in the gas dehydration plant situated thereon.

GAS SALES CONTRACTS

All of those Gas Salws Contracts described in the Deed of Trust hereinbefore referred to, Operating and Processing Agreements, all of Grantor's right, title and interest in and under the the several Operating and Processing Agreements described in the Deed of Trust hereinbefore referred to.

EXHIBIT "B"

Grantor's interest in properties remaining subject to First Supplemental Deed of Trust dated

January 4, 1952, in which Tennessee Production Corporation, a Texas Corporation, is Grantee Lowell C. Ullery is Trustee for the use and ben efit of The Chase National Bank of New York. All reference hereafter made to Volumes and Pages being to the Volumes and Pages of the Deed Records of Lease Records of the respectibe Counties of the State of Texas, named below in connection with each lease and in which the particular described lease is recorded.

LEASES

BROOKS COUNTIES, TEXAS

LESSOR	LEASE DATE	RECORDING DATA VOL. PAGE
D.J. Sullivan	Jan. 17, 1934	5 - 126 Lease Records Brooks County, Texas 37 - 314 Deed Records Kleberg County, Texas
	COLORADO COUNTY, TEXAS	
C. G. Glasscock	Oct.30, 1942	38 - 143 Lease Records
	LIBERTY COUNTY, TEXAS	
Paraffine Oil Corporation	Oct. 17, 1950	342 - 491 Deed Records
	MONTGOMERY COUNTY, TEXAS	
Meta Hillegeist,etal	July 27, 1949	292 -156 Deed Records
William Treseler	July 13,1947	273 - 355 Deed Records
William Treseler	Feb 22, 1948	275 - 522 Deed Records
George D, Sears,etal	Sept. 8, 1949	289 - 423 Deed Records
Leola F. Getze	Sept.7, 1949	288 - 506 Deed Records
Marie E. B. Sherwood	Sept. 16, 1949	294 - 166 Deed Records
Henry F. Fisher,Jr.	June 4, 1949	292 - 7 Deed Records
Fritz C. Michel, et ux	Sept 4, 1949	293 - 149Deed Records
Ida Brautigam,et al	March 15, 1951	313 - 164 Deed Records

All of such leases being subject to the grants or reservations of overriding royalty interests, production payments, operating agreements, assignments of interests, unitization agreements, pooling agreements, and designations of units as referred to in the First Supplemental Deed of Trust dated January 4, 1952, hereinbefore mentioned to which instrument and the record thereof, reference is made for all purposes.

GAS SALES CONTRACTS

All those certain Gas Sale Contracts covering sale of Grantor's gas from its leases in the North Dayton Field, Doc Field, South Cologne Field, Stewart Field, Midway Field, Hope Field, Glassock Field and Maurbro Field as referred to in said First Supplemental Deed of Trust dated January 4, 1952, to which instrument and the record thereof reference is here made.

JOINT OPERATING AGREEMENT

That certain Joint Operating Agreement dated June 19, 1951, between Grantor ,Paul E. Daugherty, Gentry Kidd, and A. G.Matlage.

EXHIBIT "C"

Grantor's interest in leases subject to that certain Assignment of Production Payment dated December 28, 1951, from Tennessee Production Company, a Texas Corporation, Assignor, to Oil Payment Purchasing Company,Inc., Assignee.

Calhoun County, Texas

LESSOR	LEASE DATE	VOL PAGE
Patrick H. Welder	Nov 5, 1936	29 - 245 Deed Records Calhoun County,Texas
	COLORADO COUNTY, TEXAS	
C. G. Glasscock	Oct 30, 1942	38 - 143 Lease Records Colorado County Texas
	JACKSON COUNTY, TEXAS	
John M? Bennett	Jan. 20, 1943	143 - 330 Deed Records Jackson County,Texas
	LAVACA COUNTY, TEXAS	
S.A.Palmer,et al	Sept. 16, 1944	44 - 483 Deed Records Lavaca County,Texas
	MONTGOMERY COUNTY, TEXAS	
FRITZ C. MICHEL	Sept. 4, 1949	293 - 143 Deed Records Montgomery County,Texas
Ida Brautigam	March 15, 1951	313 -164 Deed Records Montgomery County,Texas

Such leases being subject to the joint operating agreements and oil payments referred to in the instrument of Assignment of Production Payment dated Decemver 28, 1951 hereinbefore mentioned.

EXHIBIT "D"

Grantor's interest in leases subject to that Production Payment Agreement executed by Frank Frankel and wife, Pearl Frankel, dated December, 4, 195-,in favor of Janad,Inc.a Texas Corporation.

LESSOR	LEASE DATE	RECORDING DATA VOL PAGE
Big State Oil Corporation	March 1, 1937	34 - 530 Lease Records Hopkins County,Texas
	LAFAYETTE COUNTY, ARKANSAS	
William E. Hodnett	Aug. 20, 1941	K-7 - 304 Records of County Clerk,Lafayette County Ark.
	YAZOO COUNTY, MISSISSIPPI	
Minnie Martin, widow	Oct 7, 1943	GM-524 Records Yazoo County
Minnie Martin,Guardian	Oct. 7,1939	GW-199Records of Yazoo County

Such leases being subject to the amendments thereto as mentioned in the description thereof in that certain Production Payment Agreement dated December 4, 1950, to which reference is here made.

thereof reference is here made for all purposes.
FILED: FEBRUARY 27, A. D., 1952 AT: 9:30 A. M.
RECORDED: FEBRUARY 27, A. D., 1952 FILE NO: 199115 CLERK & EX OFFICIO RECORDER

MRS. ANNA S. ARCENEAUX

T O

CHAS. H. LAWRENCE, JR.

LEASE

OIL GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effectibe as of February 6th., 1952 by and between MRS. ANNA S. ARCENEAUX,nee Unkel, living and abiding with her first and only husband,Dr. R. R. Arceneays, who joins and duly authorizes his wife herein; Address: 510 South Adams, Street,Welsh, Louisiana, herein called"Lessor"(whether one or more) and CHAS. H.LAWRENCE, UR., P.O. BOX 218, Lake Charles, Louisiana, hereinafter called "Lessee", wotnesseth, that:

Lessor, in consideration of the sum of ONE HUNDRED AND NO/100 ($100.00) , hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil,gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals(either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder or in connection with similar operations on adjoining land, and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows,to-wit:

The Northeast Quarter of the Southwest Quarter (NE¼ of SW¼) of Section 17, Township 8 South, Range 6 West.

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights titles, and interest in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise (40.00) acres, whether it actually comprises more or less.

This lease shall be for a term of Five (5) years and no months from date hereof(called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on February 6th, 1953, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of FIVE AND NO/100 Dollars ($5.00) per acre for all or that part of the land which lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods(during the primary term) by paying Lessor, on or before the beginning of such respective periods FIVE AND NO/100 Dollars ($5.00) per acre for all or that part of the land held hereunder, Payments may be made to the Lessor or may be mailed or delivered for deposit to Lessor's credit in the Calcasieu-Marine National Bank of Welsh, Louisiana, which Bank or

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SUCCESSION

OF

ADOLPH C. BOUDREAUX

JUDGMENT

SUCCESSION NO. 2905

ADOLPH C. BOUDREAUX

15TH JUDICIAL DISTRICT COURT OF LOUISIANA PARISH ACADIA

J U D G M E N T

This matter coming up for hearing on the petition of the surviving spouse of Adolph C. Boudreaux, deceased, to have herself recognized as such and to have the heirs of the said Adolph C. Boudreaux also recognized as such and placed in possession of his estate, and on the rule taken against the Sheriff and Ex-Officio Tax Collector of Acadia Parish, Louisiana, to show cause, if any he can, why the inheritance tax as set forth in the petition should not be decreed the true and correct amount due and the evidence warranting, it is therefore:

ORDERED, ADJUDGED AND DECREED that the rule taken herein against the Sheriff and Ex-Officio Tax Collector of Acadia Parish, Louisiana, be and the same is hereby made absolute and accordingly, the amount of inheritance tax due by Beulah Blanche Boudreaux Boudier, Mark A. Boudreaux, Castex M. Boudreaux and James L. Boudreaux, as the heirs of Adolph C. Boudreaux, deceased, is hereby fixed at the sum of THIRTY NINE AND 51/100 ($39.51) DOLLARS, as the amount due by each of the four heirs, which amounts are shown to have been paid in full by them as per receipt filed herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that there be judgment recognizing Rose Castex Boudreaux as the surviving spouse in community with the deceased, Adolph C. Boudreaux, and, as such, entitled to the ownership and placed in possession of an undivided one-half interest in all of the property that belonged to the community that existed between her and thesaid Adolph C. Boudreaux, deceased, and particularly the property hereinafter described and with the usufruct of the other undivided one-half interest, and that Beulah Blanche Boudreaux Boudier, Mark A. Boudreaux, Castex M. Boudreaux and James L. Boudreaux, be recognized as the sole and only children and heirs of their deceased father, Adolph C. Boudreaux, and as such, entitled to the ownership and are hereby placed in psssession of an undivided one-eighth interest each in all of said community property subject to the usufruct of their mother, Rosa Castex Boudreaux, and particularly the following property, to-wit:

PROPERTY SITUATED IN JEFFERSON DAVIS PARISH, LOUISIANA:

1. Lots Ten (10) and Eleven (11) of Block Six (6) of Richard Subdivision of Lot Three (3) of Section Fourteen (14), Township Ten (10) South, Range Two (2) West, La. Mer., situated in Jefferson Davis Parish, La., together with the improvements thereon situated. Said property having been acquired by Adolph C. Boudreaux from John Campbell by deed bearing file No. 78142, recorded in Conveyance Book No. 48, at page No. 522, records of Jefferson Davis Parish, La.
2. An undivided one-half interest in and to the following: That tract of property in Jefferson Davis Parish, La., with all improvements thereon located and situated; together with all of the oil, gas and mine rals underlying, or which may be produced therefrom, subject, however, to that oil, gas and mineral lease dated May 12th, 1945, granted by Albert Sidney Johnson and Adolph C. Boudreaux, joined by his wife, Rosa Castex Boudreaux, in favor of M. N. Stafford, recorded in Book 110, page 522, records of the Parish of Jefferson Davis, La., and later assigned; and together with that oil, gas and other mineral royalty right equal to three-thirty-seconds (3/32nds) or .093750 of the whole of all oil, gas and other minerals which may be produced from the whole of said tract which contains 1,125.35 acres, more or less, the whole of which tract of land is described as follows, to-wit:

(a) Section Thirty-nine (39) in Township Ten (10) South of Range Three (3) West, La. Mer., except that portion lying in triangular form West of the East boundary line of

Section Fourteen (14) if extended through said Section Thirty-nine (39); (b) Lot Two (2) of Fractional Section Thirteen (13) in Township Ten (10) South of Range Three (3) West, La. Mer.; (c) Section Seventeen (17) in Township Ten (10) South of Range Two (2) West, La. Mer., except the 328 acres, more or less, of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on February 14th, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey made by E. J. Mead, C. E., dated in (1921); including two tracts of prarie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. S. Alston & Co., and (d) Section Eighteen (18) in Township Ten (10) South of Range Two (2) West, La. Mer., lying between the Southeast corner of the aforedescribed Section Thirty-nine (39) on the West, and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolph C. Boudreaux acquired the said property from Jean Castex, Jr., and which Act is recorded in Jefferson Davis Parish, La.; LESS EXCEPT AND NOT INCLUDEDin the aforedescribed tract are those ten acre parcels of property described as follows and designated as "First" and "Second" to-wit:

First. That ten acre parcel of land situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolph C. Boudreaux to Pelican Oil Purchasers, Inc., by deed dated March 3rd, 1949, and which ten (10) acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South,Range Two (2) West, at a one-and--a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence, South 51°13' East 276.5 feet; thence, South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4" inch galvanized pipe, the lower front corner of the Robira ten (10) acre tract for a point of beginning; thence following the right bank of the Mermentau River South 65° 30' East 450 feet; thence, South 84° 00' East 250 feet; thence leaving the River and running South 37° 00' West 693.5 feet; thence, North 72° 06' West 691.5 feet to lower side line of the Robira ten (10) acre tract; thence following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by ten acre tract owned by John J. Robira, his widow, heirs and assigns, on the West by other land of Albert Sidney Johnson and Adolph C. Boudreaux.

Second. That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolph C. Boudreaux to Fred Shutts by deed dated March 6th, 1936, recorded in Conveyance Book 66, page 101, of the records of Jefferson Davis Parish, La., and is more particularly described as follows, to-wit:

Beginning at a point 459 feet South of the corner between Section Eighteen (18), Township Ten (10) South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37°, West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 53°, East 278.4 feet to

the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, 921 feet South of the corner between the two said Sections; thence, South 53° East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence, North 37° East 726 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe on the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing ten (10) acres.

3. An undivided one-fourth of all the oil, gas and other minerals underlying or which may be produced from that tract of property located and situated in the Parish of Jefferson Davis, State of Louisiana, described as follows, to-wit:

Beginning at a point 459 feet South of the corner between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 53° East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, 921 feet South of the corner between the two said Sections; thence, South 53° East 327.6 fee t to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37° East 726 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe on the right descending bank of the Mermentau River; thence, North 53°, West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence, South 37° West 358 feet to the point of beginning and containing ten (10) acres.

4. An undivided one-half of the oil, gas and other minerals underlying or which may be produced from that ten acre tract of land located and situated in the Parish of Jefferson Davis, State of Louisiana, described as follows; subject to that oil, gas and mineral lease dated May 12th, 1945, granted by Albert Sidney Johnson and Adolph C. Boudreaux, joined by his wife, Rosa Castex Boudreaux, in favor of M. N. Stafford, recorded in Book 110, page 522, records of Jefferson Davis Parish, La., and later assigned; and together with that oil, gas and mineral royalty rights equal to three-sixty-fourths (3/64ths) or .046875 of the whole of all oil, gas and other minerals which may be produced therefrom, the whole of which said ten acre tract is described as follows, to-wit:

Ten acres of land situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten (10) acres are further described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence, South 51° 13' East 276.5 feet; thence, South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira ten acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence, leaving the River and running South 37° 00' West 693.5 feet; thence, North 72° 06' West 691.5 feet to lower side line of the Robira ten acre tract, thence, following said line Noeth 37° 00' East 693.5 feet to place of beginning and

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taining ten acres, as per plat by F. Shutts Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten acre tract owned by John J. Robira, his widow, heirs or assigns; on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolph C. Boudreaux.

PROPERTY SITUATED IN CALCASIEU PARISH, LOUISIANA:

1. Lot 621 in the Subidivison of the North half of SE 1/4 of SW 1/4, Section Thirty (30), Township Nine (9) South, Range Ten (10) West, La. Mer., acquired by Adolph C. Boudreaux from Mutual Sulphur & Oil Co., by deed bearing file No. 32606, recorded in Conveyance Book 151, page437, records of Calcasieu Parish, Louisiana.

PROPERTY SITUATED IN ACADIA PARISH, LOUISIANA:

1. An undivided one-half interest in and to: Lot Six (6) of Block Eleven (11); Lots Nine (9), Ten (10), and Eleven (11) of Block Thirty-four (34); Lots Four (4), Five (5), Six (6) and Seven (7) of Block Thirty-five (35); and a portion of Lot One (1) of Block Forty (40); all in the Town of Mermentau, Acadia Parish, Louisiana, as per plat of said Town on file in the office of the Clerk of Court and Ex-Officio Recorder of Acadia Parish, Louisiana; together with all the improvements thereon situated. It being part of the property acquired by Adolph C. Boudreaux from Euclide D. Conner by deed bearing file No. 263370, recorded in Conveyance Book J-2, page 142, records of Acadia Parish, Louisiana.
2. That certain tract of land containing Eighty-four (84) acres, more or less, situated in Acadia Parish, Louisiana, and located in Section Twenty-five (25), Township Ten (10) South, Range Two (2) West, La. Mer., and bounded Northeast by the Latrielle Estate, Inc., Southeast by Rosa Belle Duhon, Southwest by Mrs. Rosa Boudreaux, Gus Godeaux and Frank R. Burris, et als, and Northwest by the Mermentau River, together with all the improvements thereon situated. Said property having been acquired by Adolph C. Boudreaux from Albert Green by deed bearing file No. 34274 and recorded in Conveyance Book S-2, page 274, records of Acadia Parish, Louisiana.
3. That certain tract of land containing Fifty-four (54) acres, more or less, situated in Acadia Parish, La., and located in the Northwest Quarter (NW 1/4) of Section Five (5), TownshipEleven (11) South, Range Two (2) West, La. Mer., and bounded North by Oneal Legros Estate, East by Alphee LeBlanc estate, South by Jules S. Mauboules Estate, and West by Jerry S. Ashley, Joseph Jeanise and Lula H. Jeanise, together with the improvements thereon situated. Said property having been acquired by Adolph C. Boudreaux from the Succession of Aurelien LeBlanc by deed bearing file No. 97203, recorded in Conveyance Book Q-4, page 159, records of Acadia Parish, La.
4. That certain tract of land containing Five (5) acres, more or less, situated in Acadia Parish, Louisiana, and located in Section Seven (7), Township Eleven (11) South, Range Two (2) West, La. Mer., and bounded North by Romain and Oday LeBlanc and August Benoit and P. C. Smith Estate, and Mrs. Prevost LeBlanc, East by Pierre Trahan, South by Texas Company and West by Romain and Oday LeBlanc and August Benoit and P. C. Smith Estate. Said property having been acquired by Adolph C. Boudreaux from the Succession of Aurelien LeBlanc by deed bearing file No. 97203, recorded in Conveyance Book Q-4, page159, records of Acadia Parish, Louisiana.

MOVABLE PROPERTY:

1. Certificate of Stock No. 45 for six (6) shares of its capital stock, issued by Bank of Commerce & Trust Co., Crowley, La., to Adolph C. Boudreaux at $25.00 a share, dated June 4th, 1936.
2. Certificate No. 7944, for ten shares issued by Amicable Insurance Co., Waco, Texas, to Adolph C. Boudreaux, (no par value), dated March 17th, 1914.

3. Certificate No. 15579 for five shares, par value $10.00, dated March 11th, 1952, issued by Amicable Life Insurance Co., Waco, Texas, to Adolph C. Boudreaux.

4. (a) Certificate No. 203 for ten shares, par value $10.00, preferred capital stock, dated July 1st, 1926, issued by the Guaranty Bond & Finance Co., Inc., to Adolph C. Boudreaux.

(b) Certificate No. 201, for five shares, (no par value), common stock, issued by The Guaranty Bond & Finance Co., Inc., to Adolph C. Boudreaux, dated July 1st, 1926;

(c) Certificate No. 1902, one-half (½) share, common stock, (no par value), dated January 2nd, 1932, issued by The Guaranty Bond & Finance Co., Inc., to Adolph C. Boudreaux;

(d) Certificate No. 1655, for two (2) shares, common stock (no par value), dated January 2nd, 1931, issued by the Guaranty Bond & Finance Co., Inc., to Adolph C. Boudreaux;

(e) Certificate No. 1902, for one share, preferred stock dated January 2nd, 1932, par value $10.00 issued by The Guaranty Bond & Finance Co., Inc., to Adolph C. Boudreaux;

(f) Certificate No. 1655, four (4) shares, par value $10.00, preferred stock, dated January 2nd, 1931, issued by The Guaranty Bond & Finance Co., Inc., to Adolph C. Boudreaux.

5. (a) Certificate No. 132, for one share, preferred stock, par value $50.00, dated January 12th, 1933, issued by La. Dairy Products Corp., to Adolph C. Boudreaux;

(b) Certificate No. 183, one (1) share, "A non-voting common stock", stock January 12th, 1933, issued by La. Dairy Products Corp., to Adolph C. Boudreaux.

6. Cash in Calcasieu-Marine National Bank, Jennings, La. Adolph C. Boudreaux, $624.29.

7. Cash in Bank of Commerce & Trust Co., Crowley, La. Adolph C. Boudreaux, $774.23.

8. Household goods and kitchen utensils.

9. One (1) Ford car, 1949.

INSURANCE:

1. Policy No. 4109221 issued by the New York Life Insurance Co., dated December 8, 1908, issued on the life of Adolph C.Boudreaux, payable to his estates; for $1000.00.

2. Elicy No. 4,109,220, issued by the New York Life Insurance co. dated December 8, 1908, on the life of Adolph C. Boudreaux, payable to his estate; for $2000.00.

3. Policy No. 428 issued by Guaranty Income Life Insurance Co. on the life of Adolphe Charles Boudreaux, payable to his estate; for $2500.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Beulah Blanche Boudreaux Boudier, Mark A. Boudreaux, Castex M. Boudreaux and James L. Boudreaux, be and they are hereby ecognized as the sole and only children and heirs of their deceased father, Adolph C. Boudreaux, nd as such, entitled to the ownership and are hereby placed in possession of an undivided ne-fourth interest each in all the separate property, and particularly the following described property situated in Lafayette Parish, Louisiana:

1. That certain tract of land situated in the Parish of Lafayette, La., containing Fifteen and 75/100 (15.75) acres, bounded North by S.P.R.R. right of way; South by U. S. 90 Paved Highway; East by land of Ahmid L. Boudreaux, or assigns; and West by land of Simon A. Boudreaux, or assigns; together with all the improvements thereon situated. Being the same property acquired by Adolph C. Boudreaux on December 29th, 1939 by Act of Partition among the heirs of Charles A. Boudreaux and wife, recorded in Book of Conveyances X-13, at page 319, et. seq., under file No. 144541½. Said property being located in Section 28, Township 9 South, Range 4 West, La. Mer.

2. A certain tract of land situated in the Parish of Lafayette, La., on the west side of Bayou Vermilion, containing five (5) arpents, bounded North by land of J. B. Arrete, Exhibit D

or assigns; South by land of Alphonsine C. Boudreaux, wife of Pierre Martin, or assigns East by said Bayou Vermilion; and West by land of the heirs of Simon A. Boudreaux, or assigns; together with all the improvements thereon situated. Being the same property acquired by Adolph C. Boudreaux on December 29th, 1939 by Act of Partition among the heirs of Charles A. Boudreaux and wife, recorded in Book X-13, at page 319, et seq., under file No. 144541½ of the conveyance records of the Parish of Lafayette, La. Said property being located in irregular Section 59, Township 10 South, Range 4 West, La. Mer.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any bank, trust company, corporation, partnership or individual having possession or control of any monies, rights or any other property belonging to the estate of Adolph C. Boudreaux be and they are hereby ordered to deliver to Rosa Castex Boudreaux, said monies or other property that belonged to the community that existed between her and her deceased husband, of which she owns an undivided one-half interest in her own right and has the usufruct of the other undivided one-half as above decreed; and to deliver to the heirs of the said Adolph C. Boudreaux, deceased, all funds or other property belonging to his separate estate in the proportions above decreed.

THUS DONE, READ AND SIGNED in chambers at Crowley, Acadia Parish, Louisiana, on this 24th day of June A. D., 1952.

/s/ N. S. HOFFPAUIR, District Judge.

FILED : JUNE 14, 1952

/s/ J. ANDRUS BAROUSSE, By. Clerk SEAL

STATE OF LOUISIANA

PARISH OF ACADIA

I hereby certify that the within and foregoing is a true and correct copy of the Judgment in the Succession entitled Succession of Adolph C. Boudreaux, No. 3905 of the Probate Docket of the 15th Judicial District Court in and for the Parish of Acadia, State of Louisiana, filed June 24, 1952 at 10:15 o'clock A. M. in Conveyance Book Q-11, at page 47 et seq.

Witness my hand and seal of Office at Crowley, Acadia Parish, Louisiana, on this the 25th day of June, A. D. 1952.

/s/ SHIRLEY HICKS,

Cy. Clerk of Court.

S

E

A

L.

FILED : JUNE 27, A. D., 1952 AT: 8:00 A. M.

RECORDED : JUNE 27, A. D., 1952 FILE NO.: 202086 CLERK &EX OFFICIO RECORDER

167/637

PURSER & PEMBERTON, INC.

TO

MARSHALL B. YOUNG, ETAL

SALT

CONVEYANCE

FROM

PURSER & PEMBERTON, INC.

TO

MARSHALL B. YOUNG and

CONTINENTAL NATIONAL BANK OF FT. WORTH

KNOW ALL IT BY THESE PRESENTS:

That PURSER & PEMBERTON, INC., a corporation chartered under the laws of Delaware, with its principal office in Fort Worth, Texas (styled Grantor), acting herein by and through officers who have been duly authorized by appropriate resolutions of its stockholders and of its Board of Directors (a certified copy of these resolutions being attached hereto as Exhibit A, and hereof made a part for all purposes), for and in consideration of the sum of One Dollars ($100) and other good and valuable considerations paid to it (Grantor) by MARSHALL B. YOUNG of Fort Worth, Texas styled (Grantee) (whose wife is Frances Young, nee Frances Fay), full receipt of all these considerations being hereby acknowledged and confessed; as well as in consideration of the covenants and agreements hereinafter contained to be kept and performed by the said Marshall B. Young, Grantee;

Has Bargained, Granted, Sold, Transferred, Assigned, Conveyed, Set Over and Delivered, and does hereby Bargain, Grant, Sell, Transfer, Assign, Convey, Set Over and Deliver (but subject to the exceptions, reservations, covenants and agreements hereinafter set out) unto the said Marshall B. Young, Grantee, the following properties and rights in properties:

1. All of Grantor's right, title and interest (save and except that hereinafter specifically reserved and excepted unto Grantor) in and to the lands, oil, gas and mining leaseholds, mineral interests, royalty interests, oil, gas and mining permits and other property interests which pertain to or consist of lands or interests therein located in various counties and parishes in the States next named, to wit:

State of Texas, Counties of

Anderson	Gregg	Smith
Andrews	Henderson	Stephens
Bee	Jack	Stonewall
Borden	Jones	Tarrant
Brown	Kent	Taylor
Caldwell	Karion	Upshur
Coleman	Midland	Ward
Dawson	Montague	Winkler
Duval	Motley	Wise
Dotor	Palo Pinto	Wood
Fisher	Rusk	Young
Freestone	Shackelford	
Gaines		

State of Mississippi, Counties of

Adams
Carroll
Franklin
Humphreys
Lamar
Lincoln
Marion
Pearl River

State of Louisiana, Parishes of

Acadia
Beauregard
Jefferson Davis
Livingston, Tangipahoa, and
St. John the Baptist

State of Oklahoma, County of

Grant

State of Georgia, Counties of

Grady
Thomas

State of Tennessee, County of
Lauderdale

Exhibit D
Castex Development - Title and Lease History - 000246

State of Nebraska, County of

Cheyenne

State of North Dakota, Counties of

Bowman
Foster
Logan
McIntosh
McKenzie
Montrail
Stutsman
Williams

State of South Dakota, Counties of

Butte	Hyde
Campbell	Meade
Corson	Perkins
Dewey	Potter
Faulk	Sully
Edmunds	Walworth
Harding	Ziebach

State of Kansas, County of

Barber

as more fully set forth and more particularly described in Schedule A (which is hereto annexed and hereof made a part for all purposes to the same extent as if set forth at length in the body hereof), together with all related easements, right-of-way and similar appurtenant rights; but all subject to existing valid operating contract; unitization agreements; contracts for the sale or other disposition of oil, gas and other products; oil, gas and mining leases and sub-leases; and other similar valid instruments of record, relating to the properties described in said Schedule A, or any of them.

2. All of Grantor's interest (but subject to the restrictive covenants hereinafter set forth) in and to all machinery, equipment and appliances located on and pertaining to or used in producing oil, gas or other products from the properties, or any of them, described in Schedule A hereto annexed, including, but without limitation by enumeration, buildings, structures, casing, rods, tubing, pumps, tanks, pipe, valves, Christmas trees, connections, separators, compressors, meters, heaters and other equipment and appliances used in producing and preparing for market oil, gas and other products produced from any of the properties described in said Schedule A but not including warehouse stocks, automotive equipment, drilling rigs and related equipment, or clean-out tools and related equipment).

3. All of Grantor's right, title and interest in all valid contracts and agreements enumerated in said Schedule A and relating to, or to the operation of, any property described in Schedule A, or any part thereof, or the sale or other disposition of oil, gas and other products to be produced therefrom; but subject to, and with Grantee hereby agreeing to perform, all of Grantor's obligations under each such contract and agreement.

This assignment and conveyance shall become effective as of 7:00 A.M. on November 1, 1952, and shall be effective to assign to Grantee all of Grantor's interest in oil and gas (subject to the exceptions and reservations herein set out) run or delivered from all properties described in Schedule A hereto annexed, from and after said date and hour.

The exceptions, reservations, covenants and agreements hereinabove referred to are as follows:

ARTICLE I.

(a) There is hereby expressly excepted from this conveyanceand hereby expressly reserved to Grantor, a right, title and interest in the nature of a limited overriding royalty or oil-payment interest in the properties described in Schedule A hereto annexed, and each of them, whether now or hereafter producing (which interest is sometimes hereinafter styled First Reserved Interest), of such a nature that Grantor shall continue to own in place, and be entitled to receive, when, as and if produced, and to dispose of and collect for, sixty per centum (60%) of all oil and gas as well as other liquid or gaseous hydrocarbons and all other minerals, similar

or dissimilar to oil or gas (hereinafter called oil and gas) produced and saved, or run or delivered from the properties described in Schedule A hereto annexed, and each of them (except as limited in Article VII hereof), from and after the effective date and hour of this conveyance which but for this reservation would have gone to Grantee herein, until Grantor has received under and by virtue hereof oil and gas of the value of Fourteen Million Five Hundred Forty-Six Thousand One Hundred Eighty Dollars ($14,546.180); allunder the terms and conditions hereinafter specified; and after which, said First Reserved Interest shall lapse, terminte and be extinguish

(b) Further, there is hereby expressly excepted from this conveyance and hereby expressly reserved to Grantor a right, title and interest in the nature of a continuing overriding royalty interest in the properties described in Schedule A hereto annexed, and each of them (sometimes hereinafter styled Overriding Royalty Interest), of such a nature that Grantor shall continue to own in place, and be entitled to receive, when, as and if produced, and to dispose of and collect for, one-sixteenth (1/16th) of all of the oil and gas produced and saved, or run or delivered from the properties from the properties described in said Schedule A hereto annexed and each of them, (whether nor or hereinafter producing) after, but not before, said First Reserved Interest is fully satisfied and extinguished, which for the reservation of this Overridin Royalty Interest would have gone to Grantee herein; all under the terms and conditions hereinafter specified.

(c) Further, there is hereby expressly excepted from this conveyance and hereby expressly reserved to Grantor, a right, title and interest in the nature of a limited overriding royalty or oil-payment interest in the properties described in Schedule A annexed hereto, and each of them (save and except those properties designatred in said schedule as royalties, which designation for all purposes of this conveyance shall be conclusive) (which reserved interest will sometime hereinafter be styled Second Reserved Interest), of such a nature that Grantor shall continue to own in place, and be entitled to receive, when, as and if produced, and to dispose of and collect for, fifty per centum (50%) of all oil and gas produced and saved, or run or delivered from the properties described in said Schedule A hereto annexed, and each of them (other than the royalty interests above excepted) after, but not before, said First Reserved Interest is fully sat isfied and extinguished, which but for the reservation of this Second Reserved Interest would have gone to Grantee herein (except as limited in Article VII hereof) until Grantor has received under and by virtue of this Second Reserved Interest, oil and gas of the value of One Million Four Hundred and Ninety-six Thousand One Hundred Thirty Dollars ($1,496,130), all under the terms and conditions herein after specified; and after which said Second Reserved Interest shall lapse, terminate and be extinguished.

(d) Unitl said Second Reserved Interest shall lapse, terminate and be extinguished, it shall coexist with said Overriding Royalty Interest, and neither shall be increased or diminished by such coexistence.

(e) Grantee shall have the right to use, without liability to Grantor on account of any of the aforesaid reservations, oil and gas produced from any of the properties described in said Schedule A hereto annexed, for the purpose of developing the property from which such oil or gas is produced or of operating such property for the production and marketing of such oil and gas; and the value of oil or gas so used shall not be considered in determining when Grantor has received oil and gas of the values specified in paaagraphs (a) and (c) of this Article I. If Grantee delivers gas produced from any property described in Schedule A hereto annexed, to an extraction plant or to an extraction and repressuring plant in which Grantee has an interest, no part of Grantee's share of the liquid products extracted at such plant or the price received by Grantee for the same shall be reserved to Grantor by virtue of any of the interests reserved to Grantor in this Article I; but said reserved interests shall attach to either wet or dry gas produced and sold.

(f) The reserved interests retained in this Article I and all of the other provisions of this instrument shall apply to any property described in Schedule A hereto annexed or to any interest in any such property (whether obtained by renewal, extension or otherwise) which Grantee may acquire or reacquire after the interest therein hereby conveyed to him has lapsed or has been in anywise terminated or diminished.

(g) As to all properties described in Schedule A hereto annexed which are held under an oil and gas lease or similar instrument from or through the United States or any Department thereof, the reserved interest retained in this Article I shall never exceed the maximum amounts permitted by applicable law or regulations, and said reservations are to that extent reduced hereby.

ARTICLE II.

(a) The provisions of this Article II apply to the First Reserved Interest.

(b) For so long as said First Reserved Interest is outstanding and not wholly satisfied, Grantee shall operate (or, with respect to royalty or mineral interests or other properties in which operating rights are not held by Grantee, cause to be operated to the extent he has a legally enforceable right so to do) the properties described in Schedule A hereto annexed, and each of them, which are presently producing, for the production of oil and gas in accordance with the best practices of the industry in the respective areas where the various properties are located (considering both Grantor's and Grantee's interests) and in accordance with applicable law and applicable valid regulations and orders of governmental bodies and agencies, to the end that said properties and each of them shall produce the maximum amounts of oil and gas consistent with such best practices and such applicable law and regulations; and, in accordance with such standards, carry on such additional development as may be required to achieve such results and to maintain in good standing the leasehold interests and other property rights which Grantor and Grantee will have hereunder in the said properties. Nothing herein contained shall impose upon Grantee any obligation to institute or carry on operations for the development of oil, gas or other minerals of any property described in said Schedule A hereto annexed which is not now actually producing; but if Grantee should undertake such development work and thereby obtain commercial production of oil or gas thereon; then, and thereafter, the foregoing provisions of this paragraph (b) shall apply to each such property, and for all purposes of this instrument (unless otherwise expressly stated herein) each such newly developed property shall thereafter be treated as if productive at the date thereof.

(c) Grantee shall pay, or cause to be paid, all costs, liabilities and expenses incurred in developing and operating each and all of the properties described in Schedule A hereto annexed (in so far as the same relate to the interests reserved by Grantor herein and the interest acquired by Grantee hereunder, but not as to any interest held by any other co-owner), including, without limitation, all taxes assessed against the interests herein reserved by Grantor as well as those acquired hereunder by Grantee, but not including taxes and charges in the nature of gross production or severance taxes (whether imposed by laws now in force or hereafter enacted) imposed with respect to any production applicable to the interests reserved herein by Grantor. Grantee shall fully protect, indemnify and hold harmless, Grantor, and the interests hereby reserved to Grantor, from all liability for all such costs, liabilities and expenses (including reasonable attorneys' fees), as well as costs, liabilities and expenses (including reasonable attorneys' fees) incurred on account of the assertion against Grantor, or the interests herein reserved by Grantor, of liability therefor. All of the costs, expenses and liabilities to be borne by Grantee shall be discharged by him as due, to the end that Grantor's and Grantee's interests in all property described in Schedule A hereto annexed shall be fully protected from liens and claims therefor; except that this provision shall not prevent Grantee from contesting in good faith the validity or amount of any such cost, expense or liability, if he furnishes

Grantee, upon written request by it, reasonable indemnity against any future claims in any such content. Nothing herein contained shall be imposing obligate Grantee to pay any tax in the nature of an income tax imposed upon Grantor or any holder of a reserved interest or any part thereof. The obligation of Grantee to protect the properties from liens shall extend to all liens, whether or not arising from the operations and development herein dealt with.

(b) The share of the oil and gas applicable to the First Reserved Interest produced and saved, or run or delivered from any of the properties described in Schedule A annexed hereto after the effective date of this conveyance shall, after appropriate treatment for marketing, be delivered to Grantor's credit in the respective tanks or pipe lines serving the respective properties, or into the hands of other transporters or purchasers of such oil and gas, in the same manner as Grantee's share is delivered; but to be sold and disposed of by Grantor (subject to existing valid contracts and agreements relating thereto) as it sees fit. All costs of so treating and delivery Grantor's said share of the oil and gas shall be an operating expense to be borne by Grantee under paragraph (a) of this Article II. Such deliveries shall continue either throughout the productive lives of the respective properties to which said First Reserved Interest applies, and each of them, or, until there have been produced and saved, or run or delivered to Grantor's credit on account of such First Reserved Interest, oil and gas of the value of $14,546,190, calculated as hereinafter set forth, but subject to the provisions hereinafter set forth as to abandonment or disposition of any property described in Schedule A hereto annexed; and also subject to the provisions of Article VIII hereof.

(c) In determining when Grantor has received, with respect to said First Reserved Interest oil and gas of the value of $14,546,190, such values shall be calculated as follows:

i. When there is a posted price applicable to the product, at such posted price at the date and hour when the product is run or delivered; or

ii. When there is not such a posted price applicable to a product from any property, at the price being currently paid in the area where the property is located for the product at the date and hour of delivery; or

iii. Where Grantor and Grantee contract with respect to the sale currently of any product, or where the sale price thereof is fixed by any presently existing valid agreement, at the sale price as fixed by the applicable contract.

From the value so calculated, there shall be deducted all gross production, gathering, use and severance taxes and similar taxes and charges (whether imposed by existing laws or by laws hereafter enacted) imposed upon Grantor with respect to production applicable to said First Reserved Interest or upon such production, whether paid directly by Grantor or withheld from remittances to Grantor by the purchaser of any such product, and the balance shall be applied to reduce and satisfy said sum of $14,546,190, until the same has been fully satisfied in this manner. But nothing herein contained shall be, or shall be construed as, an express or implied agreement or representation by Grantee that Grantor shall receive with respect to said First Reserved Interest oil and gas of the value of $14,546,190, or any lesser sum, except as, when and if oil or gas applicable to said First Reserved Interest is produced and saved; or as imposing upon Grantee any liability either for the collection of any oil or gas sold by Grantor or to pay Grantor any part of said sum.

(d) Grantor does not retain hereby any ownership of any machinery, equipment and appliances now located upon any of the properties described in Schedule A hereto annexed or hereafter placed thereon by Grantee. But Grantee agrees, for so long as said First Reserved Interest is outstanding, that he will retain (and continuously maintain in good condition and repair) all machinery, equipment and appliances acquired by him hereunder and now located on any of said properties described in Schedule A annexed hereto, thereon and in use for so long as required in the operation of the property on which located in accordance with the standards

heretofore specified and when salvaged, which shall only be done in accordance with the terms and limitations hereinafter set forth, apply the proceeds as hereinafter provided; all at Grantee's sole cost and expense. Further, Grantee agrees that, for so long as said First Reserved Interest is outstanding, he will install and maintain at his sole cost and expense (or cause to be installed and maintained to the extent he has the legally enforceable right so to do as to properties in which Grantor does not have the operating rights) upon each and all of said properties such additional machinery, equipment and appliances as will enable him to operate each of said properties in accordance with the standards heretofore set forth.

(g) Grantee shall not abandon any property described in Schedule A hereto annexed which is presently producing oil or gas or which hereafter becomes productive while the First Reserved Interest applies thereto, for so long as said property is capable of producing oil or gas in paying quantities, which capability shall be determined by the standard next stated. Then, for each of two (2) consecutive calendar months, the gross receipts from a property applicable to the First Reserved Interest plus those applicable to Grantee's interest in the same property do not equal Grantee's direct expenses in operating the said property, and this is not occasioned by force majeure or Grantee's failure to operate in accordance with the standards heretofore specified, it shall be conclusively presumed, so far as Grantee's obligations of continued operations are concerned, that said property is not capable of producing oil or gas in paying quantities, and Grantee may then abandon said property upon the notice, in the manner and upon the conditions hereinafter specified. Otherwise, the right to abandon any such producing property shall not exist. Provided, however, that nothing herein contained shall obligate Grantee to permit the abandonment of any property as to which his interest therein is that of, or similar to, a lessee, sub-lessee, royalty or mineral interest owner or non-operator; nor require Grantee to take over the operation of any such property.

(h) If Grantee becomes entitled to abandon a property under paragraph (g) of this Article II, and desires to exercise this right, he shall so notify Grantor in writing, and shall have the right to proceed with such abandonment thirty (30) days after such notice is given (or sooner, if Grantor has notified Grantee in writing that it does not desire to exercise the right herein granted to take over the operation of said property) unless Grantee within said thirty (30) day period notifies Grantor in writing that it desires to take over the operation of such property. If Grantee's right to abandon a property so appears, he shall release all equipment, appliances and machinery thereon (or his interest therein) to the extent practicable and use or apply the proceeds as hereinafter provided. If Grantor elects, after notice to that effect, to take over the operation of a property which Grantee so proposes to abandon, possession of such property, with the machinery, equipment and appliances thereunto appertaining thereto, shall be delivered to Grantor, who may thereafter in person or agent contracted by it operate the same, defending all suits and expenses relating thereto which but for such change in possession and operation would have been borne by Grantee, and becoming entitled to the share of oil and gas to which Grantee was theretofore entitled, all of such receipts from such property during each calendar year of the period of its operation applicable to the First Reserved Interest (plus those which would have gone to Grantee had he continued to operate the property) shall be applied, first, to defray all of its costs relating thereto incurred by Grantor, but not more than 40% of the net receipts, to pay to the entire First Reserved Interest until the same be fully satisfied, and the remainder, if any, shall be paid over to Grantee. Grantee shall not be entitled to receive any part of the proceeds of any property, or other interests to which this First Reserved

heretofore specified and when salvaged, which shall only be done in accordance with the terms and limitations hereinafter set forth, apply the proceeds as hereinafter provided; all at Grantee's sole cost and expense. Further, Grantee agrees that, for so long as said First Reserved Interest is outstanding, he will install and maintain at his sole cost and expense (or cause to be installed and maintained to the extent he has the legally enforceable right so to do as to properties in which Grantor does not have the operating rights) upon each and all of said properties such additional machinery, equipment and appliances as will enable him to operate each of said properties in accordance with the standards heretofore set forth.

(g) Grantee shall not abandon any property described in Schedule A hereto annexed which is presently producing oil or gas or which hereafter becomes productive while the First Reserved Interest applies thereto, for so long as said property is capable of producing oil or gas in paying quantities, which capability shall be determined by the standard now stated. Then, for each of two (2) consecutive calendar months, the gross receipts from a property applicable to the First Reserved Interest plus those applicable to Grantee's interest in the same property do not equal Grantee's direct expenses in operating the said property, and this is not occasioned by force majeure or Grantee's failure to operate in accordance with the standards heretofore specified, it shall be conclusively presumed, so far as Grantee's obligations of continued operations are concerned, that said property is not capable of producing oil or gas in paying quantities, and Grantee may then abandon said property upon the notice, in the manner and upon the conditions hereinafter specified. Otherwise, the right to abandon any such producing property shall not exist. Provided, however, that nothing herein contained shall obligate Grantee to permit the abandonment of any property as to which his interest therein is that of, or similar to, a lessee, sub-lessee, royalty or mineral interest owner or non-operator; nor require Grantee to take over the operation of any such property.

(h) If Grantee becomes entitled to abandon a property under paragraph (g) of this Article II, and desires to exercise this right, he shall so notify Grantor in writing, and shall have the right to proceed with such abandonment thirty (30) days after such notice is given (or sooner, if Grantor has notified Grantee in writing that it does not desire to exercise the right hereby granted to take over the operation of said property) unless Grantor within said thirty (30) day period notifies Grantee in writing that it desires to take over the operation of such property. If Grantee's right to abandon a property as given, he shall release all equipment, appliances and machinery thereon (or his interest therein) to the extent practicable and use so apply the proceeds as hereinafter provided. He Grantee elects, after notice to that effect, to take over the operation of a property which Grantee so proposes to abandon, possession of such property, with the machinery, equipment and appliances thereto appertaining thereto, shall be delivered to Grantor, who may thereafter in person or agent salvage by it operate the same, delivering all costs and expenses relating thereto which but for such taking in possession and operation would have been borne by Grantee, and thereafter until the expiration of all periods to which Grantee was theretofore entitled, all of the proceeds from such property during each calendar year in excess of the amount applicable to the First Reserved Interests (plus those which would have gone to Grantee had Grantor not operated the property) shall be applied, first, to defray all of the costs relating thereto [illegible] Grantee, but not more than [illegible] and thereafter until the expiration of the First Reserved Interests until the same is fully satisfied, and the surplus, if any, shall be paid over to Grantee. Grantee shall not be entitled to exercise the rights granted by [illegible] right to operate, nor shall he be entitled to [illegible] property, [illegible] to the [illegible] First Reserved

Interest if fully satisfied, possession of the property and appurtenant equipment, machinery and appliances shall be redelivered to Grantee, and [illegible] and this Reserved Interest shall not be construed to [illegible] which is to be [illegible] property, salvaging equipment, machinery and appliances [illegible] the provisions hereinafter provided. Upon this First Reserved Interest [illegible] satisfied, any property then being operated by Grantor hereunder shall be [illegible] to Grantee.

(c) The retention of this First Reserved Interest shall not prevent Grantee from [illegible] for or purchasing by lease any oil and gas [illegible], or interest therein, described in [illegible] hereof and which is not now producing oil or gas and which has not been [illegible] oil or gas prior to the date of said [illegible] or surrender. The [illegible] First Reserved Interest prevent Grantee from assigning, selling, leasing or otherwise [illegible] said [illegible], or interest therein, free and clear of and from any [illegible] said [illegible] but there shall be reserved which is now productive of oil or gas and which has not been [illegible] of oil or gas prior to the date of the permitted transaction. Any such assignment, lease or sublease may, or may not, reserve for Grantee an oil payment, royalty, overriding royalty or similar interest to Grantor [illegible]. Any such assignment, lease or conveyance so made by Grantee shall be completely effective to convey, to the extent it purports or intends, all of the interest of Grantor therein hereunder, as well as Grantee's interest, and title without the joinder of Grantor in such instrument and without any further evidence of Grantor's consent to such transaction. But if, in any such transaction, Grantee does reserve an oil payment, royalty, overriding royalty or similar interest, this First Reserved Interest shall attach to such reserved interest in the same way and to the same extent that it would have attached had the transaction been completed prior to the [illegible] and the interest so reserved--rather than the whole of the property--been described hereinabove as [illegible]. Any consideration, other than such a reserved interest, received by Grantee in any such transaction shall be used and applied by him as hereinafter provided; but no [illegible] dealing with Grantee in any such transaction shall ever be under any liability whatsoever to see that any such consideration is so applied but may, without any liability for so doing, deal with Grantee as if Grantor has an interest whatsoever in such property or the consideration received by Grantee for the same. Before surrendering or permitting to lapse any non-producing [illegible] leasehold or similar interest, as permitted by this paragraph (c), Grantee shall give Grantor thirty (30) days' written notice of his intention so to do and will, in the event he is required so to do by Grantor, in writing, prior to the end of said thirty-day period, [illegible] to Grantor all of the interest in the property which Grantee has so proposed to surrender or to permit to lapse. All receipts, profit or benefit which Grantor may thereafter receive or become entitled to on account of so acquired any such non-producing property shall be applied to the satisfaction of the First Reserved Interest or be taken into consideration in determining when said Interset has been satisfied.

(d) Nothing contained in this Article II or elsewhere hereinshall be construed [illegible] to Grantee the right to use equipment salvaged from any property, or interest, described in Schedule A hereto annexed, in developing or operating any other such property or interest to which the First Reserved Interest then applies; and if this is done, the value of the salvaged property so used shall not be considered as Salvage Receipts within the purview of Article V hereof.

ARTICLE III.

(a) The provisions of this Article III shall apply to the Overriding Royalty Interest hereinabove reserved by Grantor.

(b) The share of the oil and gas to which Grantor may become entitled by virtue of said Overriding Royalty Interest shall be delivered to Grantor (for sale or disposition by Grantor)

as is provided in Article II (c) hereof with respect to oil and gas applicable to the First Reserved Interest and all of the provisions of Article II (e) and (f) relating to the costs, liabilities and expenses to be borne by Grantor, and the protection or indemnity to be given by Grantee with respect thereto, shall apply to said Overriding Royalty Interest.

(e) If ownership of said Overriding Royalty Interest or any part thereof should become vested in an owner or owners other than the owner or owners of the First Reserved Interest, or when, without such divergence in ownership, the First Reserved Interest is satisfied; then the owner or owners of said Overriding Royalty Interest shall not be entitled to notice of intent to abandon any producing property, or of intent to surrender a leasehold or similar interest or to permit the same to lapse, but Grantee may proceed with any such abandonment or surrender, or may permit any such interest to lapse without notice to or consent by the owner or owners of such Overriding Royalty Interest, or any of them. Any such lapsation, surrender or abandonment by Grantee shall effectively and finally terminate the Overriding Royalty Interest as to the property or interest so abandoned, surrendered or permitted to lapse.

(f) Grantee agrees hereby to operate each property or interest to which said Overriding Royalty Interest applies with reasonable diligence and in accordance with good industry practices, for so long as such property or interest produces oil or gas in paying quantities; or to cause same to be so operated to the extent he has the legally enforceable right so to do as to properties or interests as to which he does not have the operating rights.

(g) Grantee may sell or dispose of any fee land, royalty or mineral interest, oil and gas leasehold or similar interest, or any part thereof, which is not presently producing oil or gas and which has not become productive of oil or gas prior to such sale or disposition free of this Overriding Royalty Interest, and this, without the joinder of Grantor or anyone else and with no further evidence of this consent than this provision. But if, in any such disposition, an interest in future production of oil or gas is reserved (such as a royalty, overriding royalty or oil-payment interest), the Overriding Royalty Interest shall attach to such reserved interest, so that, during its existence, Grantor shall be entitled by reason thereof to receive one-sixteenth (1/16th) of the oil and gas applicable to such reserved interest.

(h) Said one-sixteenth (1/16th) Overriding Royalty Interest shall always be calculated as follows: If when it attaches to an property (i.e., after the First Reserved Interest has been satisfied) the interest of Grantee in a property is a seven-eighths (7/8th) working interest, the Overriding Royalty Interest shall be one-sixteenth (1/16th) of seven-eighths (7/8th); if Grantee's interest is a one-sixteenth (1/16th) royalty interest, the Overriding Royalty Interest shall be one-sixteenth (1/16th) of such one-sixteenth (1/16th); and if Grantee's interest is an oil-payment interest to come from one-fourth (1/4th) of seven-eighths (7/8th), the Overriding Royalty Interest shall be one-sixteenth (1/16th) of one-fourth (1/4th) of seven-eighths (7/8th), and so on. When, in a permitted disposition of a property or interest thereof by Grantee, an interest is reserved by him, the interest disposed of shall be disregarded and this one sixteenth (1/16th) Overriding Royalty Interest calculated as to the retained interest only in the manner heretofore set forth. In each and all of these calculations, it shall be assumed, but solely for the purpose of each such calculation, that Grantee owns the Second Reserved Interest, and no reduction shall be made in the Overriding Royalty Interest because the Second Reserved Interest is not actually so owned.

ARTICLE IV.

(a) The provisions of this Article IV shall apply to the Second Reserved Interest hereinabove reserved by Grantor.

(b) The Second Reserved Interest shall not apply to any property or interest therein described in Schedule A hereto annexed which is designated in said Schedule A as a royalty interest. It shall not be effective as to any property until the First Reserved Interest

been completely satisfied; but thereafter and until it, too, has been completely satisfied, said Second Reserved Interest shall contest with the aforesaid Overriding Royalty Interest as to all property interests except those specifically excepted in this paragraph (i).

(e) Grantor, by virtue of said Second Reserved Interest, shall be entitled to fifty per cent (50%) of all oil and gas produced and saved, or run or delivered from the properties to which the Second Reserved Interest applies, beginning at 7:00 A.M. on the day following the complete satisfaction of the First Reserved Interest which but for the reservation of the Second Reserved Interest would have gone to Grantee hereunder, until there have been produced and saved, or run or delivered, oil and gas applicable to said Second Reserved Interest on the value of One Million Four Hundred Ninety-Eight Thousand One Hundred Thirty Dollars ($1,498,130); subject to the exceptions contained in Article VII hereof. Said share of the oil and gas shall be delivered and its value shall be calculated as is provided in Article II hereof with respect to the First Reserved Interest. Further, all other terms and provisions of said Article II shall apply with respect to the Second Reserved Interest except that same shall be applicable only with respect to the properties to which the Second Reserved Interest attaches and except that, until but only until, the First Reserved Interest is completely satisfied, the existence of the Second Reserved Interest shall be completely disregarded, and the terms or owners of the First Reserved Interest, hereinbefore defined, treated for all purposes as the only provided or interest hereunder.

ARTICLE.

(a) Grantor reconveys that, immediately after the delivery hereof, Grantee will record in First National Bank in Dallas (a National Banking Association) a first deed of trust and lien mortgage lien (with the assignment of oil and gas runs customarily used by said bank in oil loan transactions) on all of the property, rights, titles and interests conveyed to the Grantee, to secure said bank in the payment, with interest, of Grantee's indebtedness to said bank of the sum of $2,000,000, and all renewals and extensions thereof (which debt sometimes hereinafter be styled "said Debt"). Neither the granting nor the continued existence of such first lien mortgage shall in anywise diminish Grantee's rights hereunder; but said first lien mortgage shall and shall be and remain superior, by virtue of said first lien mortgage or subordination, the properties, rights, titles or interests (or any part thereof) hereby conveyed to Grantee, shall not be subject to, and without limitation of, any of Grantee's other rights hereunder.

(b) Grantee shall establish and maintain at one of their banks in Texas by Grantee, or by his duly authorized agent, accounts in which the receipts and disbursements attributable to the properties conveyed to Grantee by this instrument are to be recorded by him, and from which only the disbursements and withdrawals shall be made; and with respect to such accounts, receipts and disbursements, maintain records from which each day to day determinations hereinafter provided for can be made. Such accounts shall show:

i. Grantee's gross receipts (and accounting hereinafter styled "Gross Receipts") from all effective date hereof from the oil and gas applicable to the interest conveyed to Grantee hereunder, subject to the provisions of Article VII hereof, as well as from all other sources paid by or accruing to Grantee as the operator of the property.

ii. All expenditures made or incurred by Grantee in operating and developing (as hereinafter in this subparagraph ii defined) said properties, subject to said Article VII hereof. (These accounts are sometimes hereinafter styled "operating Expenditures.") This shall include overhead charges and direct charges; provided, however, in the event Grantee furnishes drilling services, Grantee shall be entitled to charge only such portion of Grantee's overhead expenses reasonably allocable to operations which

[illegible] by Grantee to the operation of any property described in Schedule A hereto, [illegible] by royalty, whether such operation be [illegible] or [illegible] basis. Also to be included [illegible] taxes, including [illegible] which accrue to the interests reserved to Grantor herein, [illegible] and severance taxes to the extent not [illegible] and insurance premiums to the extent that Grantee is required to carry insurance [illegible] hereof. Such expenditures shall also include amounts expended for capital items such as (but not limited to) machinery, equipment and appliances, [illegible] trucks, transportation equipment (used in hauling or operating) office equipment (subject to allocation with other overhead expenditures) and similar items, as well as repair items; but the same shall not include any amount expended [illegible] equipping or maintaining drilling or well-over rigs. In case Grantee uses his own rigs in drilling or well-over operations (or in any of the cases) [illegible] treated as an expenditure pursuant, the amount customarily charged in the area where operation is being conducted at that time for similar services by responsible drilling or well-over contractors, in lieu of Grantee's actual expenditures. Materials owned by Grantee prior to the time used by him upon the properties described in Schedule A hereto annexed shall, at the option of their fair market value or their cost to Grantee (whichever is less) be charged and treated as an operating expenditure. Expenditures made by Grantee in constructing, operating or maintaining extraction plants or extraction and reprocessing plants referred to in Article X (a) hereof shall not be considered as operating expenditures within the purview of this subparagraph ii of this Article V (b); but amounts paid by Grantee to others for gas used to reprocure any property described in Schedule A hereto annexed shall be considered as such an operating expenditure. In no case shall any non-cash item, such as depletion or depreciation, be considered. The costs incurred by Grantee in drilling or equipping wells on any property described in Schedule A hereto annexed to which any interest herein reserved by Grantor then applies shall be paid from said account or treated as an operating expenditure hereunder, except that Grantee may pay from said account, amounts expended by him in drilling wells which are either obligation wells, offset wells or wells drilled to fulfill an express or implied obligation reasonably to develop an interest in a property conveyed hereby.

iii. All amounts (sometimes hereinafter styled Salvage Receipts) received from salvaging any operating equipment conveyed hereby to Grantee or hereafter placed on any of the properties described in Schedule A hereto annexed, by Grantee. (All expenditures made by Grantee in salvaging such equipment and in marketing the same shall be treated as an expenditure under Article V (b) ii above.)

iv. All amounts received by Grantee as the consideration for the disposition (with or without a reserved interest) of any property described in Schedule A hereto annexed, or interest therein, of which, in accordance with the terms hereof, Grantee can dispose. (These are sometimes hereinafter styled Sale Proceeds.)

v. Amounts paid by Grantee to apply on the principal or interest of the Bank Debt.

vi. The amount, if any, by which, at a particular time the accumulated disbursements under Article V (b) ii above exceed the accumulated receipts under subparagraph i, iii and iv of Article V (b) hereof. Such amount shall be Excess Operating Expenditures as of that time for all of the purposes hereof.

(c) All Sale Proceeds and all Salvage Receipts shall be promptly applied by Grantee as received, to the interest or principal of Bank Debt as originally created or as the same may be renewed or extended, until the same is fully satisfied. Thereafter, all such receipts shall

be applied to reduce the then existing Excess Operating Expenditures, if any, and if any such amount so to be applied exceeds the then existing Excess Operating Expenditures, the excess (but not more than the Salvage Receipts) shall, in instances where there existed Excess Operating Expenditures, first be applied to repay to the Grantee costs, if any, incurred by him in drilling wells which were not obligation wells, offset wells or wells drilled to fulfill an express or implied obligation reasonably to develop an interest in a property conveyed hereby and second, be paid over to Grantor to apply in reduction and satisfaction of the First Reserved Interest. This shall be done as often as and to the extent that a Salvage Receipt exceeds the then existing Excess Operating Expenditures. Put/in/nterest shall Sale Proceeds or any part thereof be applied to the satisfaction of the First Reserved Interest.

(d) Grantee's Gross Receipts and Sales Proceeds shall not be used for any purpose other than paying principal and interest on Bank Debt, defraying Operating Expenditures and creating a reserve with which to pay future Operating Expenditures, until the First Reserved Interest is fully satisfied, without Grantor's written permission first obtained.

(e) Beginning with the calendar month immediately following the month in which falls the effective date of this instrument, and continuing each month thereafter until the First Reserved Interest is fully satisfied, Grantee shall, on or before the close of each calendar month, furnish to Grantor a statement (certified by him as correct according to his best information and belief) showing, as to the preceding calendar month, with cumulative totals brought forward from preceding statements:

i. Gross Receipts;
ii. Operating Expenditures;
iii. Salvage Receipts;
iv. Sale proceeds;
v. Amounts paid on principal and interest of Bank Debt;
vi. Excess Operating Expenses as of the close of such month;

all in such detail and with such additional information as Grantor may from time to time reasonably require to the end that Grantor be kept fully advised as to all operations and matters hereunder which might affect the value of the First Reserved Interest, the date or probability of its complete satisfaction or disclose whether or not Grantee was faithfully performing the covenants and agreements herein made by him.

(f) Before April 1st of each year beginning with 1953, or at some other date to be agreed upon in each such year, Grantee, at his own expense, will furnish to Grantor an audit made by Certified Public Accountants satisfactory to Grantor showing, as to the preceding calendar or fiscal year, all operations and receipts covered by the monthly statements to be made under the foregoing Article 7 (e) and such additional information as may be pertinent to establish the correctness or incorrectness of such monthly statements. Grantee's books and records with respect to all operations having an effect upon the rights under this instrument shall be maintained in Tenth Fort, Texas, for so long as the First Reserved Interest is outstanding; and shall, for this period, be open to inspection by Grantor or its representative duly designated in writing at all reasonable times. If Grantor should desire that such books and records be audited by Certified Public Accountants more often than once each year, Grantor shall have the right to have such an audit made at any time and as often as desired, but shall defray all costs incurred in making such audits. Grantor, Grantee, or its representative duly designated in writing shall at all times have access to all property (and operations thereon), to which the First Reserved Interest applies, for the purpose of investigating and observing all matters to which it may be necessary hereunder.

ARTICLE VI.

(a) Grantee shall be considered in default in the performance of the agreements and

omission upon which such claim of default is based. If Grantee agrees that the provisions of

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satisfaction of the First Reserved Interest; and provided further, that in the event [illegible] receipts for any calendar year be not sufficient to defray the total of said costs, Grantor shall have the right to make up the deficit out of any subsequently accumulated excess of such receipts over expenditures or out of any funds then in the account maintained in accordance with Article V hereof. Then and if such full satisfaction occurs, the properties then in Grantor's hands shall be returned to Grantee, but subject to the Overriding Royalty Interest and the Second Reserved Interest. The rights to be exercised by Grantor in the contingency here dealt with shall include the right to abandon a property, salvage the equipment thereon, and apply the proceeds thereof as receipts from operating the property would be applied.

ii. If such uncorrected default relates solely to properties then producing less than ten (10) per centum of the total oil or gas then being produced and applicable to the First Reserved Interest, Grantor may enter upon each and all of the properties to which said default relates, take possession of same and of all equipment thereon and take over all of Grantee's operating and other rights as to the property or properties as to which such continuing default relates and all other interests in properties described in Schedule A hereto annexed to which the First Reserved Interest then applies which are located in the field or fields in which the property or properties as to which the default has occurred are located,--and operate, develop and manage same as if Grantor owned all of Grantee's interest therein; and this without any liability to Grantee for methods employed or results obtained. In this event, all proceeds received by Grantor during each calendar year of its operations from the property or properties so taken over which would otherwise have gone to Grantee, plus all proceeds therefrom which would otherwise have been applied to the satisfaction of the First Reserved Interest, shall be applied by Grantor, first, to defray all costs reasonably incurred by Grantor in such operation and then, to the satisfaction of the First Reserved Interest until the same has been fully satisfied from this source and from the other properties to which the First Reserved Interest applies. Not more than sixty per cent (60%) of such total receipts during any calendar year shall be applied to the satisfaction of the First Reserved Interest; and any excess remaining after such application and the payment of all of said costs shall be paid over to Grantee and by him placed in Trust Receipts as provided in Article V hereof. If the costs so to be paid by Grantor exceed in any calendar year of Grantor's operations hereunder, forty per cent (40%) of Grantor's total receipts therefrom, then Grantor shall have the right to recoup such excess from the account to be maintained by Grantee as provided in Article V hereof, when and to the extent there are funds in said accounts; provided, however, that in no event shall there be applied to the satisfaction of the First Reserved Interest more than 60% of such total receipts less the unrecouped excess costs so paid by Grantor in excess of 40% of the total receipts therefrom. Then and if such full satisfaction occurs, or when Grantor otherwise determines that it would be advisable so to do, the properties then in Grantor's hands shall be returned to Grantee, but subject to the Overriding Royalty Interest and the Second Reserved Interest, as well as the First Reserved Interest to the extent that the same has not been fully satisfied. A "Field" as used in this paragraph (b) ii shall mean the area designated by the appropriate governmental agency (such as, for example, the Railroad Commission of Texas) as comprising the oil or gas field in which is embraced the property or properties as to which the default has occurred or, in the absence of such designation by a governmental agency, the oil or gas field in which such property or properties are located as then commonly accepted and understood by oil and gas operators operating in that area.

(c) If Grantee commits a default of the kind described in the foregoing Article VI (a) ii and such default is not corrected within the time specified in Article VI (c) hereof, or, if Grantee commits one or more of thedefaults described in Article VI (a) iii or iv hereof, then, subject to the provision of paragraph (b) of this Article VI, Grantor may enter upon each and

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all of the properties to which the First Reserved Interest then applies, take possession of same and of all equipment thereon, and take over all of Grantee's operating and other rights in all of said properties, and operate, develop and manage the same, as provided in Article VI (d) hereof.

(f) The rights given Grantor by paragraphs (d) and (e) of this Article VI shall be cumulative of all of Grantor's rights at law or in equity, including but not limited to Grantor's right to assert, and collect, damages against and from Grantee from any breach of any of the covenants herein contained; or to enforce the performance of each or all of said covenants in any lawful way not inconsistent with the terms hereof; but nothing contained in this instrument shall ever be construed as affording Grantor the right to look to any source other than oil and gas, when, as and if produced, and the proceeds of salvaged equipment, for the satisfaction of any interest herein reserved by Grantor.

(g) During the period in which, because of Grantee's default, Grantor is entitled hereunder to possession, control and management of the properties to which the reserved interests then attach, Grantor shall have the exclusive right to exercise all of the rights, powers and privileges with respect to each and all of said properties which Grantee under the terms hereof could have exercised but for such default.

(h) Until Grantee's indebtedness to First National Bank in Dallas referredto in Article 4 hereof (Bank Debt) has been fully discharged and satisfied, Grantor will mail to said Bank at Dallas a copy of each notice of default given by it to Grantee as provided for in this Article VI, at the same time such notice of default is given Grantee. If the default so asserted exists and is one which comes within the purview of either subparagraph (i) or subparagraph (ii) of paragraph (a) of this Article VI, and Grantee does not correct the same within the time specified in paragraph (b) or (c) hereof (which ever is applicable), then, before exercising the right to take possession and management given it in paragraphs (d) and (e) hereof (whichever is applicable) Grantor will allow First National Bank in Dallas an Additional thirty (30) day period in which to remedy the said default. If said default is so remedied by said Bank within that period, the effect thereof shall be the same as if Grantee had remedied said default within the time allowed him by the terms of this Article VI. In addition to the foregoing, when ever Grantor is entitled to take over possession, management and control of all of the properties described in Schedule A hereto annexed to which the First Reserved Interest then applies, Grantor shall give additional written notice to First National Bank in Dallas of the pertinent facts; whereupon, said Bank may at its option, but without being required so to do, take over the possession, management and control of all of the properties described in Schedule A hereto annexed to which said First Reserved Interest then applies, and if said Bank then proceeds with reasonable diligence to correct all then existing defaults it shall have the right to continue its possession, management and control of said properties, subject to all of the covenants and agreements herein contained and with the same rights, powers, immunities and duties as Grantee had before the occurrence of the default.

(i) Whenever Grantor takes over possession and management of one or more properties described in Schedule A hereto annexed because of a default committed by Grantee, as well as when the taking-over occurs under the provisions of Article II (i) hereof, Grantor shall have the exclusive right to sell and collect for all oil and gas which Grantor could otherwise have sold and collected for; and Grantee shall execute all such transfer and division orders and similar instruments as may be appropriate to facilitate such sales and collections by Grantor. Grantor shall not be in anywise liable for failure, for any reason, to collect for oil or gas sold by it during its period of possession. Whenever, because of Grantee's default, Grantor takes over possession and management of all of the properties to which the First Reserved Interest then applies, Grantor may also take over all funds then in the account held

[illegible] required to use the same but for such length of time as [illegible] to which Grantee may look for the satisfaction of any of the duties [illegible]

ARTICLE VII.

(a) [illegible] and if Grantee drills, or causes to be drilled, on any tract [illegible] which a tract embraced, a well productive of oil or gas, then Grantee shall be entitled to receive all of the proceeds of the oil and gas thereafter produced from said well [illegible] but for this provision be applicable either to the First Deferred Interest or to the Second Deferred Interest, but not both (which could be applicable [illegible] proceeds are received, plus all amounts advanced by Grantee with respect to [illegible] property [illegible] to him, equal Grantee's total cost of drilling and equipping said well and placing the same in production and of operating the same to that time, [illegible] amounts properly paid by Grantee from the account provided for in Article V hereof [illegible] any of said wells. After Grantee has so received his specified expenditures, full [illegible] and rights [illegible] said well shall be divided between Grantor and Grantee as follows: [illegible] Grantor's fractional royalty [illegible] shall not be taken into consideration [illegible] calculation called for in Article V hereof, nor shall Grantee's [illegible] any of such wells be considered in such calculation.

(b) It shall be considered for purposes of Article VII (a) [illegible] a well is completed on existing well, whether or not this [illegible] entirely different formation or horizon. Any [illegible] which such well has been completed or may be productive, but the re-drilling [illegible] shortest or horizon from which said well has theretofore produced shall not be within the purview of said Article VII (a).

(c) If Grantee pays from funds other than the account provided for in Article V hereof, the costs of drilling and equipping a well drilled for oil or gas and if said well is productive, the costs of which could have been paid from said account in accordance with the applicable terms hereof, then, to the extent that Grantee does not recoup from the production of such well during the period of its productivity all of his costs of drilling, equipping and operating the same, he may recoup the same from the said account.

ARTICLE VIII.

Grantee shall, for so long as either the First Reserved Interest or the Second Reserved Interest is outstanding, keep in force at his own cost and expense, insurance against fire, [illegible], windstorm and other like casualty, upon all insurable property, upon or pertaining to any property described in Schedule A hereto annexed. Such insurance shall be for such amounts as conform to Grantor's previous insurance practice. All amounts received by Grantee as insurance proceeds from such insurance shall be treated as Gross Receipts under Article V (b) hereof, and shall be used to the extent appropriate to fulfill Grantee's obligation to maintain and equip the properties described in Schedule A hereto annexed. Further, Grantee shall maintain in force for the same length of time and at its own expense, such public liability, Workmen's Compensation and Employers' Liability insurance policies as conform to Grantee's previous policy in this respect, limited however, to operations with respect to properties described in Schedule A hereto annexed. All premiums on each and all of such insurance policies shall be considered an Operating Expenditure under Article V (b) hereof.

ARTICLE IX.

(a) To provide for the possibility that hereafter the First Reserved Interest, the Overriding Royalty Interest and the Second Reserved Interest may be owned separately, as well as the possibility that parts of each of such interest may be owned separately, as well as to facilitate all operations and transactions hereunder, Grantor and Grantee agree each and

all of the provisions of this instrument shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of Grantor and Grantee, but that Grantee's right to assign, sell, transfer, convey or in anywise encumber any interest or property hereby conveyed to him shall be limited, for so long as either the First or Second Reserved Interest is outstanding, (i) to the disposition of oil and gas as produced from the properties described in Schedule A hereto annexed; (ii) to the disposition of Salvage as hereinbefore provided; (iii) to the disposition of properties or interests therein which are presently not producing oil or gas in paying quantities, and under the conditions, herein provided, and (iv) to the sale by or at the instance of First National Bank in Dallas (or other holder of the Bank Debt) of the interests and properties hereby conveyed to Grantee, or any part thereof, to satisfy the said Bank Debt.

(b) Each and all of the terms, agreements and covenants contained in this instrument shall be, and shall always be construed as, covenants running with the lands, and each and every parcel thereof, described in Schedule A hereto annexed. As such, the same shall bind and inure to the benefit of everyone who in any manner acquires any interest of any kind in any of said properties.

(c) Until the First Reserved Interest is completely satisfied, it shall be considered for all of the purposes of this instrument as if the First Reserved Interest were the only interest in the properties described in Schedule A hereto annexed reserved by Grantor herein and as if the Overriding Royalty Interest and the Second Reserved Interest had not been so reserved but had been conveyed to Grantee hereby. Under this provision, but without limiting the generality of the foregoing sentence by the particularizations which follow, the holder or holders of the First Reserved Interest shall alone, for so long as any part thereof remains unsatisfied, be entitled to the notices and information to which Grantor is entitled hereunder, to declare defaults, to take over and operate properties and otherwise to exercise all of the rights herein given Grantor for the protection of the interests herein reserved, including the right to waive, from time to time, in whole or in part, any right or remedy herein given Grantor. Those rights include, but without limitation by enumeration, (i) the right to waive the performance of any covenant or agreement made by Grantee herein, (ii) the right to amend or supplement this instrument in any that does not diminish Grantee's rights and interest hereunder, (iii) the right to permit Grantee to assign and convey the rights and interests hereby conveyed to him, and (iv) the right to decrease as to any oil or gas well the percentage of the production applicable to the First Reserved Interest when and if but for such reduction Grantee could abandon such well. The said rights do not include the right to reduce the amount of the reserved interests or to impose any personal liability upon any holder of any interest in any of said reserved interests. But, after the First Reserved Interest has been completely satisfied, the holder or holders of the Second Reserved Interest shall succeed to all of the rights theretofore exercisable by the holder or holders of the First Reserved Interest with respect to all of the properties described in Schedule A hereto annexed to which said Second Reserved Interest then attaches; except that such holder or holders shall have no right to diminish or alter the Overriding Royalty Interest or to affect adversely the holder or holders or holders of said Overriding Royalty Interest. This shall continue until the Second Reserved Interest is completely satisfied.

(d) Grantee may treat Grantor as the sole owner of the First Reserved Interest and the Second Reserved Interest until he is given written notice (with reasonable supporting evidence) of a change in such ownership and the due recordation of the instruments effecting such change. If the ownership of the First Reserved Interest is at any time so vested in undivided interests in more than two persons, firms, corporations, associations, trusts or estates, and Grantee is notified, as above provided, of such change in ownership, all notices, reports and other information herein provided for to be given by Grantee shall be deemed properly given if given

Fraser & Pendleton, Inc., Grantor herein, does hereby bind itself and its successors, to warrant and forever defend all and singular the property, premises and estates above conveyed (subject to the exceptions and limitations above enumerated), unto the said Marshall L. Young, his heirs and assigns, against the lawful claim or claims of any and all persons whomsoever claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

Further, BUT ALL THE BY THESE PRESENTS:

That Grantor herein, acting herein by and through officers who have been duly authorized by the aforesaid resolutions of its stockholders and of its Board of Directors, for and in consideration of $100 and other good and valuable considerations paid to it (Grantor) by the Continental National Bank of Fort Worth (a National Banking Association), full receipt of same being hereby acknowledged and confessed, has Bargained, Granted, Sold, Transferred, Assigned, Conveyed, Set over and Delivered, and does hereby Bargain, Grant, Sell, Transfer, Assign, Convey, Set over and Deliver unto Continental National Bank of Fort Worth aforesaid, an undivided 954,206/960, 1486ths interest in the First Reserved Interest reserved to Grantor under Article I, paragraph (a) hereof and in and to the Overriding Royalty Interest of Grantor under Article I, paragraph (b) hereof, together with the same undivided interests in all of the rights, benefits, covenants and agreements relating to said First Reserved Interest and said Overriding Royalty Interest as hereinbefore set forth in this instrument.

This assignment and conveyance to Continental National Bank of Fort Worth shall become effective as of 7:00 A. M. on November 1, 1956, and shall be effective to assign to said bank the specified interests in oil and gas run and delivered from all properties described in Schedule A hereto annexed, from and after said date and hour.

TO HAVE AND TO HOLD the property, premises and estates herein conveyed to Continental National Bank of Fort Worth aforesaid, together with all and singular the rights, members and appurtenances thereto in anywise appertaining unto it, the said bank, its successors and assigns forever, and Grantor herein does hereby bind itself and its successors to warrant and forever defend, all and singular, the property, premises and estates hereby conveyed to said bank unto it and its successors and assigns, against the lawful claim or claims of any and all persons whomsoever claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

A sufficient amount of United States revenue stamps is attached to the original hereof cancelling complete descriptions of all properties conveyed hereunder.

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument in several counterparts, each of which shall be considered an original and each of which is identical with all others except that, to avoid unnecessary encumbrance of records, the counterparts hereof to be filed of record in the respective counties and parishes where the lands affected are situated omit descriptions of the lands and leaseholds in other counties and parishes specified herein, as of the 31st day of October, 1956.

FRASER & PENDLETON, INC. BY: /s/ A. M. PRACHETT, Vice President

Grantor

ATTEST: /s/ PHILLIP R. WALKER, Secretary

/s/ MARSHALL L. YOUNG, Grantee

WITNESSES TO ALL SIGNATURES: /s/ F. C. YOUNG, JR. L. QUINN

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, THE UNDERSIGNED, a duly qualified and commissioned Notary Public in and for said County and State, on this day personally appeared A. M. Prachett, Vice-President and Philip R. Walker, Secretary of Fraser & Pendleton, Inc., known to me to be the persons and

to buy of such record owners (other than Grantee) who, in the aggregate, own of record not less than one-half (1/2) of the First Deferred Interest; provided that if both of the interests, the record owners of which may be required such notices, are beneficially owned by members of the same family (defined for this purpose to mean father, father, sons, daughters and grandchildren), each notice shall be given to at least one (but record owner who is not an individual. Those to whom such notices are, or may be given, may take any action hereunder which Grantee could take if it had continued to be the sole and absolute owner of the First Deferred Interest and they shall never be or become in anywise liable to anyone for any good-faith action or non-action hereunder. Everyone dealing in any way with the ownership of this instrument shall be fully protected in dealing with the recipients of such notices in all such matters and in completely relying on all actions and representations taken or made by them. Any and all actions taken by the recipients of such notices shall inure equally and ratably to the benefit of all holders of interests in the First Deferred Interest. When the First Deferred Interest is completely satisfied, all of the provisions of this Article IV (1) shall apply to the Second Deferred Interest and its owners.

(2) Until and unless Grantee has committed a default as herein below and has failed to prevent such default within the time hereinafter provided for and until Grantee (or its successors in interest as hereinafter provided) has caused notice of such default to be placed of record in the County in which the property affected by such default is located, any and all rights which Grantee may have in any such property, or interest therein, or to all or any part of the proceeds to be derived therefrom, may peaceably pursue such default, possess and deal with Grantee hereinafter as if without liability to anyone therefor. Included in the actions which may be so taken without liability, but without limitation by reason enumeration, are: (i) Paying or entering into all or any part of any prior lien, encumbrance or charge upon the property affected by such default, and any payments so made; and (ii) paying taxes or assessments and any other charges, fines or impositions which may be or become a lien upon the property affected by such default, and any payments so made; and (iii) paying, buying or otherwise acquiring any interest in or title to the property affected by such default, or any part thereof, at any sale, public or private, had or made pursuant to any mortgage, deed of trust, lien, encumbrance, charge or judgment, and any payments so made; and (iv) doing any other act with respect to the property affected by such default which Grantee may deem necessary or desirable to protect any lien, charge or encumbrance on the property affected by such default or the interest of Grantee therein, or any other interest in the property affected by such default, and any payments so made.

ARTICLE V.

The provisions of Article IV hereof may be modified or amended in any manner by a written agreement executed by Grantee and Grantor, their successors and assigns, or by the owners of the Second Deferred Interest, but no such modification or amendment shall be binding upon any person or entity who is not a party to such agreement or who has not consented thereto in writing.

ARTICLE VI.

All notices or other writings required to be given hereunder shall be deemed so given if delivered personally to the party to whom it is to be given (or to an officer of such party if such party is a corporation) or if mailed to the last address of such party known to the person giving the notice, postage prepaid, and addressed to such party at such address. All notices or other writings required to be given by Grantee hereunder shall be deemed so given if delivered personally to Grantor or if mailed to Grantor, postage prepaid, and addressed to Grantor at 6500 Trinity Building, Fort Worth, Texas. Each party shall have the right from time to time to change the address to which notices shall be given to it by giving to the other party notice thereof in the manner hereinabove provided for the giving of notice. Any notice or other writing required to be given hereunder shall be deemed given when delivered personally or when deposited in the United States mail in the manner provided above, whichever shall first occur.

TO HAVE AND TO HOLD the property, premises and estates herein conveyed, together with all and singular the rights, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the use of the Grantee, successors and assigns forever, subject, however, to all valid and subsisting restrictions, conditions, reservations, easements, rights-of-way, encumbrances of record, if any, and to the rights, obligations and duties of the public utility companies now or hereafter serving the property, and to all zoning laws, regulations and ordinances of municipal and other governmental authorities now or hereafter in effect relating to the property, and to all taxes and assessments for the year 1971 and subsequent years, which Grantee assumes and agrees to pay as a part of the consideration for this deed, and to the terms and provisions of the Declaration of Easements, Covenants and Restrictions dated as of even date herewith executed by Grantor and Grantee, and to all of the terms and provisions of the Deed of Trust, Assignment of Rents and Security Agreement dated as of even date herewith executed by Grantee to Marshall A. Young, Trustee for the benefit of Grantor, covering all of the property described in Exhibit "A" attached hereto and made a part hereof for all purposes.

EXECUTED this the 30th day of December, 1971.

GRANTOR:

MARSHALL A. YOUNG

GRANTEE:

CASTEX DEVELOPMENT COMPANY

By: _____
Marshall A. Young, President

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 30th day of December, 1971, by Marshall A. Young.

_____
Notary Public in and for Tarrant County, Texas

My Commission Expires:

_____

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 30th day of December, 1971, by Marshall A. Young, President of Castex Development Company, a Texas corporation, on behalf of said corporation.

_____
Notary Public in and for Tarrant County, Texas

My Commission Expires:

_____

officers described in and who executed the within and foregoing instrument, and that each did acknowledged to me the execution of the same, and being by me each duly sworn, severally and each for himself, deposed and said that they are the said corporation and that the seal affixed to the foregoing instrument is the corporate seal of Roeser & Pendleton, Inc., and that the said seal and their signatures as such officers were duly affixed and subscribed to the said instrument by authority of the Board of Directors of said corporation or by authority of the saidcorporation duly given as required by law in such cases, and that they executed the foregoing instrument as their free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OFFICE THIS THE 7th day of November, 1952.

/s/ BERNICE H. GARDNER, Notary Public in and for

Tarrant County, Texas. SEAL

STATE OF TEXAS }
COUNTY OF TARRANT }

BEFORE ME the undersigned, a duly qualified and commissioned Notary Public in and for said County and State on this day personally appeared Marshall T. Young, known to me to be the person described in and who executed the within and foregoing instrument, and he duly acknowledge to me the execution of the same, and being by me duly sworn deposed and said that he executed the foregoing instrument as his free and voluntary act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this this the 7th day of November, 1952.

/s/ BERNICE H. GARDNER,

Notary Public in and for Tarrant County, Texas. SEAL

I, Philip D. Walker, the duly elected, qualified and acting Secretary of Roeser & Pendleton, Inc., a Delaware corporation, do hereby certify that the following resolutions were duly adopted at regular meetings of the Board of Directors of Roeser & Pendleton, Inc. and of the stockholders of Roeser & Pendleton, Inc., and that said resolutions have not been rescinded or in anywise modified:

DIRECTORS' RESOLUTION:

BE IT RESOLVED by the Board of Directors of Roeser & Pendleton, Inc., a Delaware corporation, that A. H. Trachsel Vice President, and Philip D. Walker, Secretary of Roeser & Pendleton, Inc., are hereby authorized and instructed to execute, as such, and on behalf of Roeser & Pendleton, Inc. a conveyance in the form presented to this meeting, dated as of October 31, 1952, conveying to Marshall T. Young, of Fort Worth, Texas, the oil and gas properties owned by Roeser & Pendleton, Inc. in the States of Texas, Louisiana, Mississippi, Oklahoma, Georgia, Tennessee, Nebraska, North Dakota, South Dakota and Kansas, but reserving to Roeser & Pendleton, Inc. interests therein in the nature of limited overriding royalty or oil-payment interests and overriding royalty interests,and further conveying to Continental National Bank of Fort Worth (a National Banking Association) fractions of the interests so reserved from the properties so conveyed to the said Marshall T. Young; and Philip D. Walker, Secretary of Roeser & Pendleton, Inc., is authorized and instructed to cause a certified copy of this resolution to be attached to said instrument.

STOCKHOLDERS' RESOLUTION:

BE IT RESOLVED by the stockholders of Roeser & Pendleton, Inc., a Delaware corporation that the action of the Board of Directors of Roeser & Pendleton, Inc. in authorizing and instructing A. H. Trachsel, Vice-President, and Philip D. Walker, Secretary of Roeser & Pendleton, Inc., to execute, as such, and on behalf of Roeser & Pendleton, Inc.

in the form presented to this meeting, dated as of October 31, 1952, conveying to Marshall T. Young, of Fort Worth, Texas, the oil and gas properties owned by Lesser F. Pendleton, Inc. in the States of Texas, Louisiana, Mississippi, Oklahoma, Georgia, Tennessee, Wyoming, North Dakota, South Dakota and Kansas, but reserving to Lesser F. Pendleton, Inc. interests therein in the nature of limited overriding royalty or oil-payment interests and overriding royalty interests, and further conveying to Continental National Bank of Fort Worth (a National Banking Association) fractions of the interests so reserved from the properties so conveyed to the said Marshall T. Young; and authorizing Philip N. Walker, Secretary of Lesser F. Pendleton, Inc., to cause a certified copy of such resolution to be attached to said instrument, be ratified, approved and confirmed.

I, the said Philip N. Walker, further certify that the instrument to which this certificate is attached is the instrument presented and approved by the Directors and stockholders of Lesser F. Pendleton, Inc. as shown in the foregoing resolutions.

WITNESS my hand officially and the seal of Lesser F. Pendleton, Inc., this 5th day of November, 1952.

/s/ PHILIP N. WALKER,

Secretary Lesser F. Pendleton, Inc.

EXHIBIT "A"

PROPERTIES LOCATED

[illegible] PARISH, LOUISIANA

1. Johnson & Troubaux, Lease No. 1510

Oil & Gas Lease, dated May 10, 1945, and recorded in the Conveyance records of the Parish of Jefferson Davis, State of Louisiana, on the 14th day of May, 1945, in Conveyance Record 110, a Folio 506, et seq, bearing File No. 110144, executed by Albert Sidney Johnson and Adolphe J. Troubaux, joined by his wife, Mrs. Iona Shaten Troubaux, to M. T. Bradford.

FILED : NOVEMBER 10, A. D., 1952 AT: 4:00 A. M.

RECORDED : NOVEMBER 15, A. D., 1952 FILE NO.: 130109 BOOK A-2 OF OFFICIAL RECORDS

STATE OF LOUISIANA, PARISH OF JEFFERSON DAVIS

CERTIFY, CLERK OF COURT & EX OFFICIO RECORDER

NOW HIGH OF SUPERVISOR

CONTAINING 371 ACRES, MORE OR LESS

(656)

WC MARSHALL, Vol. 15, Page

Judge, Fourteenth Judicial District Court, Parish of Calcasieu, Fort 1, State of Louisiana.

168/166

TENNESSEE PRODUCTION COMPANY, A Texas Corporation

to

TENNESSEE PRODUCTION COMPANY, A Delaware Corporation

ASSIGNMENT

THE STATE OF TEXAS)
: KNOW ALL MEN BY THESE PRESENTS, That,
COUNTY OF HARRIS)

TENNESSEE PRODUCTION COMPANY, a Texas Corporation, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations to it paid by TENNESSEE PRODUCTION COMPANY, a Corporation organized and existing under and by virtue of the laws of the State of Delaware, hereinafter called "Grantee", the adequacy of which consideration is hereby acknowledged, has GRANTED, BARGAINED, SOLD, ASSIGNED and CONVEYED and by these presents does GRANT, BARGAIN, SELL, ASSIGN and CONVEY unto the said Grantee all of the following described property, to-wit:

1. Grantor's undivided one-fourth (1/4) interest in and ot its Johnson-Boudreaux Lease situated in Jefferson Davis Parish, Louisiana, covering 1145.35 acres, a portion of Sections 29 and 13, Township 10 South, Range 3 West; and a portion of Sections 17 and 18, Township 10 South, Range 2 West, Louisiana Meridian, and

Grantor's undivided one-fourth (1/4) interest (except as to the 9200' sand wherein said Grantor's interest is one-third (1/3), in and to its Trimble Lease, contained in the Shoesmith Unit, situated in Jefferson Davis Parish, Louisiana, covering 40.00 acres, being the Southeast Quarter Northeast Quarter (SE/4 NE/4), Section 2, Township 8 South, Range 4 West, Louisiana Meridian, and

Grantor's interest in and to, any other real property, or any interest therein, situated in the State of Louisiana, including, but not by way of limitation, land and interest in land owned by Grantor, in fee, or otherwise, the mineral leasehold estates, royalty interests, overriding royalty interests, interests in production of oil, gas and other minerals, as well as all reversions and rights of reverter, and interests in lands and leases which will vest or shall become effective upon the termination of any overriding royalty or production payment presently affecting any such lands and leases.

Grantor's interest in all of the oil, gas and other wells (whether such wells are producing wells, or non-producing wells, or are shut-in, or plugged, or abandoned, or plugged and abandoned, or are input wells, or otherwise), located in land included, or purported to be included, in the properties hereby conveyed, and all fixtures, equipment and personal property now existing in any and each such well and all fixtures, equipment and personal property of every kind and character now existing on or above the surface of any of the said land, and used, procured for use, or appertaining to the said wells, or the processing, operation, storage or transportation of oil, gas or other hydrocarbons produced, or that may be produced from said properties, including, but in no wise limited to, buildings, derricks, tanks, casing, tubing, Christmas trees on or attached to wells, connections, sucker rods, pump rods, pumps, valves, fittings, pits, compressors, pipes, flow lines and similar equipment, warehouses, stocks in warehouses, trucks, cars, rolling stock and surplus equipment, drilling equipment, pipelines, gathering lines, lateral lines, water lines, waterwells, storage tanks, separators, plants, interests in plants, and all and any other material or equipment not herein specifically listed and including, but in no wise limited to all wells, plants, material, pipe and equipment incident to repressuring and pressure maintenance and the processing of oil or gas, and

All of Grantor's interest in easements, right of ways or easement agreements, construction rights, licenses, permits, immunities, grants and consents and servitudes of whatever nature, for and in connection with the development, maintenance, operation and/or improvement of any land, zones or leases covered by, or included in, or purported to be covered by, or included in, the properties herein conveyed, or for ingress or egress thereto or therefrom and/or the laying, construction, maintenance, operation, repair and/or removal of pipelines, gathering lines, connections, lateral lines, equipment, compressors, tanks, pits and/or any appurten

Exhibit D

facilities of any and every description.

2. All the personal property of every name, nature and description owned by Grantor, a including all machinery, equipment and fixtures, fixed or movable, all oil, gas or other hy carbons in storage tanks, or in transit, and all supplies, stores and furniture, files, map logs and records, hwerever located, and whether in the hands of Grantor or any of its agent or employees, or in the hands of others.

3. All contracts, contract rights, rights of action, pertaining to its business in t State of Louisiana, and also all other property and rights of every name and description of whatsoever nature of Grantor, except its corporate franchises.

It is the intention of Grantor and of this instrument to convey and grant and Grantor does hereby convey and grant unto the Grantee, all of Grantor's assets and property, real, personal or mixed, tangible or intangible, of record or not of record, and wheresoever sit

The properties hereinabove described are conveyed by Grantor and accepted by Grantee, subject to:

(a) With respect to the particular items of properties affected thereby, all existing easements and right of ways owned by persons other than Grantor, in, across or under the pr erties hereinbefore described, for the laying, erection or maintenance of public roads, pipe lines, railroads, telephone lines or other facilities;

(b) With respect to the particular items of property affected thereby, all valid and sisting oil, gas or mineral leases, unitization agreements, pooling agreements, operating agreements, contracts for the sale of oil, gas, liquid hydrocarbons or other mineral substa

TO HAVE AND TO HOLD the properties, estates and interests hereby conveyed unto the said Gr its successors and assigns, forever, subject, nevertheless, to all of the foregoing.

This conveyance is made with full substitution and subrogation of Grantee in and to al covenants of warranty by others heretofore given or made in respect to the properties hereb conveyed.

This instrument shall be effect as of February 26, 1952 at 8;00 o'clock A.M., and all chasers of production are directed to make payment of the proceeds of runs for the month of February, 1952, to Grantor; and Grantor agrees to account to Grantee out of the proceeds fr said properties received by it for four-twenty-ninths (4/29ths) of the February runs after deducting four-twenty-ninths (4/29ths) of the February operating expenses with respect to s properties, and four-twenty-ninths (4/29ths) of the February production and severance taxes applicable thereto.

This instrument has been executed in multiple counterparts and all such counterparts e ecuted and delivered shall each be considered as an original and shall constitute but one and the same instrument.

Grantee joins in the execution of this instrument of conveyance to evidence its assump and agreement to pay and discharge all of the debts, liabilities and obligations of Grantor an to further evidence its acceptance of the properties, interests and estates hereby conveyed

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument on this the 26th day of November, A. D. 1952.

TENNESSEE PRODUCTION COMPANY, a Texas Corporation BY: /s/ R. G. Rice, President
WITNESSES: /s/ I. S. LREGON, H. G. BLAUKKE, ATTEST: /s/ W. D. WALSER, Secretary SE
TENNESSEE PRODUCTION COMPANY, a Delaware Corporation By: CHAS. A. LINGO, Vice President SE
WITNESSES: /s/ I. S. LREGON, H. G. BLAUKKE, ATTEST: /s/ CHARLES S. TAYLOR, JR., Asst. Secr

THE STATE OF TEXAS, COUNTY OF HARRIS)

On this 26th day of November, 1952, before me appeared R. G. RICE to me personally know who being by me duly sworn, did say that he is the President of Tennessee Production Compan a Texas Corporation, and that the seal affixed to said instrument is the corporate seal of corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said R. G. Rice acknowledged said instrument to be free act and deed of said corporation.

/s/ MARTHA E. GAREY, Notary Public in and for Harris County, Texas
My commission expires 6/1/53 SEAL

THE STATE OF TEXAS, COUNTY OF HARRIS)

On this 26th day of November, 1952, before me appeared CHAS. A. LINGO to me personally known, who being by me duly sworn, did say that he is the Vice President of Tennessee Produ Company, a Delaware Corporation, and that the seal affixed to said instrument is the corpor seal of said corporation, and that said instrument was signed and sealed in behalf of said

corporation by authority of its Board of Directors, and said Chas. A. Lago acknowledged said instrument to be the free act and deed of said corporation.

/s/ MAVIS M. ANDERSON, Notary Public in and for Harris County, Texas.
My commission expires, June 1, 1953. SEAL

FILED : DECEMBER 1, A. D., 1952 AT: 8:00 A. M.
RECORDED : DECEMBER 1, A. D., 1952 FILE NO.: 205214 CLERK & EX OFFICIO RECORDER

LUMA BOURGEOIS

TO

THE TEXAS PIPE LINE COMPANY

RIGHT OF WAY

A

Know all Men by These Presents: That LUMA BOURGEOIS, married to Aimea Bourgeois, born Pusson, hereinafter called grantor, of the postoffice of Lacassine, in the State of Louisiana, for and in consideration of THREE HUNDRED FOUR AND NO/100 ($304.00) ($304.00) Dollars, cash in hand paid, receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto THE TEXAS PIPE LINE COMPANY, a corporation of Texas, its successors and assigns, hereinafter called grantee, the right to lay, construct, operate, maintain, inspect, repair, replace, change in the size of, and removea pipe line, in whole, or in part, for the transportation of gas, oil, petroleum, or any of its products, water, and other substances, and such other underground equipment and appurtenances as may be necessary or incidental for such operations, the grantee selecting theroute upon, over, and through the following described land, situated in the Parish of Jefferson Davis, in the State of Louisiana, to wit:

All of Section Thirty-three (33) Township Nine (9) South, Range Six (6) West Louisiana Meridian lying East (E) of Missouri Pacific Railroad less and except 26.93 acres prevoously sold for Canl Right of Way.

Also the right to lay, construct, operate, maintain, inspect, repair, replace, change the size of, and remove, in whole or in part, a second pipe line, subject to the payment to the grantor of the samd consideration expressed above; said second line to be laid adjacent to and parallel with the first.

The grantee, at any and all reasonable times, shall have the right of ingress to and egress from such pipe lines for all purposes of this grant.

TO HAVE AND TO HOLD the rights and privileges hereunder granted unto said THE TEXAS PIPE LINE COMPANY, its successors and assigns, so long as such pipe lines, underground equipment and appurtenances or any thereof, are maintained.

And by the acceptance hereof, the grantee agrees to bury such pipe lines so that they will not interfere with the cultivation of the land ans alos to pay any and all damages tocrops, fences and land which may be suffered from the construction, operation, or maintenance of such pipe lines.

It is understood and acknowledged by the grantor or grantors that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and that any such agreement will not be binding on the grantee.

IN WITNESS WHEREOF this instrument is signed in duplicate original on this the 14th day of October, 1952.

/s/ LUMA BOURGEOIS WITNESSES: /s/ THOMAS FISHER ALSTON, JULIAN VERRET

STATE OF LOUISIANA, PARISH OF CALCASIEU

Before me, the undersigned authority, this day personally appeared Thomas Fisher Alston to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who, being first duly sworn, deposes and says:

That he subscribed his name to the foregoing instrument at the time of the execution thereof as an attesting witness and that he knows LUMA BOURGEOIS the said grantor named in said instrument to be the person described therein and who executed the same, and saw him sign the same as his voluntary act and deed.

s/ THOMAS FISHER ALSTON, Attesting Witness
Sworn to and subscribed before me, this 14th day of October, 1952

1681 629

TO

JULES O. DAIGLE

LEASE

The heirs of Albert Sidney Johnson and the Heirs of A. C. Boudreaux herein represented by their legally constitute agents, To Wit:- Mark A. Boudreaux and W. B. Johnson, hereinafter called "LESSORS" hereby lease and let unto JULES O. DAIGLE, a resident of Jefferson Davis Parish, La., hereinafter called "L ESSEE", the exclusive right to enter upon, to occupy and to use, the parcel of land hereinafter described; including the right to construct housing facilities, boat sheds, fences, warves, canals, levees and any other facilities and appurtenances as may be incidental to the full use and enjoyment of the leased premises; together with the right to remove such trees and shrubs as lessee may deem advisable and to plant such trees and shrubs as he may ele

The land to which this lease applies is situated in Jefferson Davis Parish, La., and is described as follows; To wit:

A parcel ofland situated in the South East portion of irregular Section 18 Township Ten (10) South, Range Two (2) West, comprishing about three quarters of one acre, and starting at a point on the edge of the Mermentau River, forty (40) feet north of a point where and existing irrigation canal enters the said river, thence West 150 feet along a line parallel to the sai canal, thence North, (at right angle) 200 feet, thence East (at right angle) to river's edge, thence,along rivers edge 200 feet to point of beginning.

1 This lease shall be for a term of twenty five (25) years from date hereof.

2 Lessee may maintain said lease in full force and effect for all or any part of said term by paying to Lessors, an annual rental fee of twenty five ($25.00) Dollars. Said fee to be paid annually on or before the 31st day of December of each succeeding year.

3 All rental payments shall be deposited to Lessor's credit in the Jefferson Davis bank of Jennings, La. under the name of Johnson-Boudreaux Farm who shall be and is hereby constituted the legal agent ad hoc for the Lessors.

4 Should Lessors elect to change depository bank or their legal agent Lessors shall furnish Lessee with a recordable instrument, not less than thirty days prior to the next ensuing rental date, evidencing such change.

5 Lessors specifically exclude from this lease, all mineral rights, and mineral lease rentals.

6 During the existance of this lease and for a period of not less than ninety (90) days following its termination or forfeiture for any cause, Lessee shall at all times have the right to remove from the lease premises any and all buildings and appurtinences which Lessee may have placed thereon.

7 All clauses, conditions and provisions of this lease agreement shall be binding upon all the heirs and assignees of all parties hereunto and no change in ownership of the land shal impair the rights of Lessee.

8 Lessors hereby warrant title to the said land.

9 Lessors hereby acknowledge to have received from the Lessee the sum of twenty five ($25.00) dollars cash in hand paid, as full and adequate consideration for all the rights and privileges herein granted, including full payment of rental for one year from date hereof.

The Heirs of Albert Sidney Johnson and the Heirs of A. C. Boudreaux herein represented by their legally constituted agents, To-Wit:-Mark A. Boudreaux and W. B. Johnson.

Done and signed in Mermentau, Acadia Parish, Louisiana, on the 30th day of December, 1952 in the presence of Eugene Wright and Mrs. Rita B. Guidry after due reading of the whole.

/s/ MARK A. BOUDREAUX, W. B. JOHNSON, JULES O. DAIGLE.

WITNESSES: /s/ EUGENE WRIGHT, MRS. RITA B. GUIDRY.

/s/ WILFRED A. GUIDRY, Notary Public in and for Acadia Parish, Louisiana. SEAL.

FILED : DECEMBER 30, A. D., 1952, AT: 4:00 P. M.

RECORDED: DECEMBER 30, A. D., 1952. File No. 205898 CLERK & EX OFFICIO RECORDER.

written.

(S) LILLIAN R. FERRIS, NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS, (SEAL)

THE STATE OF TEXAS

COUNTY OF DALLAS

On this 28 day of July, 1954, before me appeared L.A.Sunkel to me personally known, who being by me duly sworn did say that he is Vice President of The Atlantic Refining Company, a Pennsylvania corporation, and that the seal affixed to this instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said L.A.Sunkel, acknowledged said instrument to be the free act and deed of said corporation.

WITNESS MY OFFICIAL SIGNATURE AND SEAL at Dallas, Texas, on the day, month and year first above written.

(S) M.M. WILSON, NOTARY PUBLIC, (SEAL)

My commission expires: 6/1/55

FILED: SEPTEMBER 1, A.D., 1954 AT: 3:00 P.M.

RECORDED: SEPTEMBER 1, A.D., 1954 FILE NO. 218415 CLERK & EX OFFICIO RECORDER

MARSHALL R. YOUNG, ET ALS

T O

ALBERT SIDNEY JOHNSON ET AL

PARTIAL RELEASE.

PARTIAL RELEASE OF OIL, GAS AND MINERAL LEASE.

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS.

REFERENCE is here made to that certain oil, gas and mineral lease dated May 12, 1945, and recorded in the Conveyance Records of Jefferson Davis Parish in Book 110 at page 522 et seq., File No. 149166; and all amendments, extensions and assignments of said hereinabove referred to oil, gas and mineral lease. Said lease was granted by Albert Sidney Johnson and Adolphe C. Boudreaux, joined by his wife, Mrs. Rosa Castex Boudreaux, as Lessors, in favor of M. N. Stafford, as Lessee, covering the following described property, situated in Jefferson Davis Parish, Louisiana, to-wit:

1145.35 acres, more or less, being (a) Section 39 in Township 10South of Range 3 West, Lo isiana Meridian, except that portion lying in triangular form West of the East boundary line of Section 14 if extended through said Section 39, (b) Lot 2 of Fractional Section 13 in Township 10 South of Range 3 West, Louisiana Meridian, (c) Section 17 in Township 10 South of Range 2 West, Louisiana Meridian, except the 328 acres, more or less of Swamp Timberland lying in the Eastern portion thereof, which was sold by Jean Castex and others to A.S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey made by E. J. Mead, C.E., dated in 1921, it being inderstood, however, that there is included in this lease two tracts of prairie land along the north line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres more or less, which two tracts were not inclueed in the aforesaid sale to A.Alston & Co., and (d) Section 18 in Township 10 South ofRange 2 West of the Louisiana Meridian, lying between the southeast corner of the aforedescribed Section 39 on the west and the Mermentau River on the east, all as per plat showing the property herein leased, attached to the Act No. 81759 by which the lessors purchased the said property from Jean Castex, Jr., and which is recorded in Jefferson Davis Parish, Louisiana. THERE IS EXCEPTED from the above description and from this lease that certain tract of land comprising 10 acres,

more or less, situated in Section 18, Township 10 South, Range 2 West, and in Section 39, Township 10 South, Range Range 3 West, which was conveyed by lessors herein to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, page 101, of the records of Jefferson Davis Parish, La., and more particularly described in said deed.

AND WHEREAS, said lease and the rights thereto are now owned by the undersigned, MARSHALL R. YOUNG, CLYDE ALEXANDER, FRED W. BATES, TENNESSEE PRODUCTION COMPANY, S. N. VAN WERT, J. MORT WALKER, JR., JOSEPH M. JONES, ELMER D. FLANDERS, MRS. MARTHA MANNING FLANDERS and her minor children, MARY CATHERINE FLANDERS, MARTHA ANNE FLANDERS and BERT FLANDERS, III.

NOW THEREFORE, we, the undersigned present owners of said lease, or portion thereof, as hereinabove described, for good and valuable considerations, the receipt and adequacy whereof is hereby acknowledged do hereby release, relinquish and surrender all of the undersigned's rights, title and interest in and to the aforesaid lease, unto the present Lessor, being heirs, successors or assigns of the said Albert Sidney Johnson and Adolphe C. Boudreaux, SAVE AND EXCEPT the hereinafter described 160 acres taken from said lease. The 160 acres reserved by Lessee herein may sometimes be described as follows, to-eit:

BEGINNING at a corner established by E. J. Mead, C.E., in a survey made in connection with the sale by Jean Castex and others to A.S.Alston & Co., on February 14, 1922, said corner being on the north line of Irregular Section 17, T 10S, R 2 W on no name slough, THENCE northwest along the north line of said Section 17 to the most northerly corner, THENCE continuing northwest along the north line of Irregular Section 39, T10S, R3W, to the most northerly northwest corner of said Section 39, THENCE southwest along the west line of Section 39 to a corner established by this 160 acre reservation, THENCE southeasterly on a line parallel with the north lines of Sections 39 and 17, to a corner on the aforesaid no name slough, THENCE northerly meandering along said slough to the point of beginning; the distances along the east and west lines of this reserved tract being sufficient so that the whole of the tract shall contain 160 acres. Bounded northerly by Acadia Development Company, Inc., southerly by the other lands of said lessors, easterly by the Texas Company, westerly by A. H. Hebert, now or formerly.

IN FAITH WHEREOF, this instrument is executed in multiple original copies effective as of the 5th day of March, 1954, in the presence of the undersigned, competent witnesses. MARSHALL R. YOUNG, BY (SIGNED) A. M. BRACKETT, Agent & Attorney-in-Fact.
WITNESSES: (SIGNED) NOVILLA MICKEY, BERNICE H. GARDNER.
ROESER & PENDLETON, INC., BY (SIGNED) A. M. BRACKETT, Vice President.
ATTEST: (SIGNED) PHILIP R. WALKER, SECRETARY. (CORP. SEAL.)
Witnesses to the signatures of A. M. Brackett, Vice-President and Philip R. Walker, Secretary for Roeser & Pendleton, Inc.: (SIGNED) DENNY L. DEERE, NOVILLA MICKEY.

Executed and delivered by Continental National Bank of Fort Worth, Trustee, upon the express condition that same is without liability to the bank and only to the extent authorized under the Trust instruments appointing the bank Trustee. Executed this 21st day of May, 1954. CONTINENTAL NATIONAL BANK OF FORTH WORTH, Fort Worth, Texas by: (SIGNED) GEORGE THOMPSON,JR. PRESIDENT. BY: (SIGNED) FRED.KORTH, Executive Vice President and Chairman, Trust Committee. BY: (SIGNED) R. F. FITZGERALD,TRUST OFFICER. (TRUST # 86) ATTEST: (SIGNED) L.E. HOLCOMB, Cashier (CORP. SEAL).
Witnesses to the signatures of George Thompson, Jr., President, by Fred Korth, Executive Vice-President, and L. E. Holcomb, Cashier, for Continental National Bank of Fort Worth Texas;

(SIGNED) J. D. BUTLER, JR., J. H. ELTILL.

STATE OF TEXAS

COUNTY OF TARRANT.

On this 14th day of April, 1954, before me apeared A. M. Brackett, to me known to be the person who executed the foregoing instrument in behalf of MARSHALL R. YOUNG, and acknowledged that he executed the same as the free act and deed of the said Marshall R. Young.

Witness my hand and seal of office on this the date in this certificate above written.

(SIGNED) DENNY L. DEERE, Notary Public in and for Tarrant County, Texas. (SEAL).

My commission Expires June 1, 1955.

STATE OF TEXAS

COUNTY OF TARRANT.

On this 30th day of April, 1954, before me appeared A. M. Brackett, to me personal ly known, who being by me duly sworn, did say that he is the Vice-President of Roeser & Pendleton, Inc., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said A. M. Brackett acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my official signature and seal at Fort Worth, Texas, on the day, month and year first above written.

(SIGNED) DENNY L. DEERE, Notary Public in and for Tarrant County, Texas. (SEAL).

My Commission Expires June 1, 1955.

STATE OF TEXAS

COUNTY OF TARRANT.

On this 21st day of May, 1954, before me appeared George Thompson, Jr., to me personally known, who being by me duly sworn, did say that he is the President of CONTINENTAL NATIONAL BANK OF FORT WORTH, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said George Thompson, Jr., acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my official signature and seal at Fort Worth, Texas, on the day, month and year first above written.

(SIGNED) GLADYS PERRY, Notary Public in and for Tarrant County, Texas. (SEAL).

My Commission expires June 1, 1955.

FILED: SEPTEMBER 2nd, A.D. 1954. AT: 3:00 P. M.

RECORDED: SEPTEMBER 2nd, A.D. 1954. FILE NO. 218422. CLERK & EX OFFICIO RECORDER.

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187/382

TENNESSEE PRODUCTION CO,ET AL

T O

ALBERT SIDNEY JOHNSON,ET AL

PARTIAL RELEASE.

PARTIAL RELEASE OF OIL, GAS AND MINERAL LEASE.

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS.

REFERENCE is here made to that certain oil, gas and mineral lease dated May 12, 1945, and recorded in the Conveyance Records of Jefferson Davis Parish in Book 110 at page 622 et seq., File NO. 149166; and all amendments, extensions and assignments of said hereinabove referred to oil, gas and mineral lease. Said lease was granted by ALBERT SIDNEY JOHNSON and ADOLPHE C.BOUDREAUX, joined by his wife, MRS. ROSA CASTEX BOUDREAUX, as Lessors, in favor of M. N. Stafford, as Lessee, covering the following described property, situated in Jefferson Davis Parish, Louisiana, to-wit:

1145.35 acres, more or less, being (a) Section 39 in Township 10 South, of Range 3 West, Louisiana Meridian, except that portion lying in triangular form West of the East boundary line of Section 14 if extended through said Section 39, (b) Lot 2 of Fractional Section 13 in Township 10 South of Range 3 West, Louisiana Meridian, (c) Section 17 in Township 10 South of Range 2 West, Louisiana Meridian, except the 328 acres, more or less of Swamp Timberland lying in the Eastern portion thereof, which was sold by Jean Castex and others to A.S.Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey made by E. J. Mead, C.E., dated in 1921, it being understood, however, that there is included in this lease two tracts of prairie land along the north line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres more or less, which two tracts were not included in the aforesaid sale to A.Alston & Co., and (d) Section 18 in Township 10 South of Range 2 West of the Louisiana Meridian, lying between the southeast corner of the aforedescribed Section 39 on the west and the Mermentau River on the east, all as per plat showing the property herein leased, attached to the Act No. 81759 by which the lessors purchased the said property from Jean Castex, Jr., and which is recorded in Jefferson Davis Parish, Louisiana. THERE IS EXCEPTED from the above description and from this lease that certain tract of land comprising 10 acres, more or less, situated in Section 18, Township 10 South, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by lessors herein to Fred Shutts by deed dated March 6, 1 936, recorded in Conveyance Book 66, page 101, of the records of Jefferson Davis Parish, La., and more particularly described in said deed.

AND WHEREAS, said lease and the rights thereto are now owned by the undersigned, Marshall R. Young, Clyde Alexander, Fred W. Bates, Tennessee Production Company, S. N. Van Wert, J. Mort Walker, Jr., Joseph M. Jones, Elmer D. Flanders, Mrs. Martha Manning Flanders and her minor children, Mary Catherine Flanders, Martha Anne Flanders and Bert Flanders, III.

NOW THEREFORE, we, the undersigned present owners of said lease, or portion thereof, as hereinabove described, for good and valuable considerztions, the receipt and adequacy whereof is hereby acknowledged do hereby release, relinquish and surrender all of the undersigned's rights, title and interest in and to the aforesaid lease, unto the present Lessor, being heirs, successors or assigns of the said Albert Sidney Johnson and Adolphe C. Boudreaux, SAVE AND EXCEPT the hereinafter described 160 acres taken from said lease. The 160 acres reserved by Lessee herein may sometimes be described as follows, to-wit:

BEGINNING at a corner established by E. J. Mead, C. E., in a survey made in connection with the sale by Jean Castex and others to A.S.Alston & Co., on

February 14, 1922,said corner being on the north line of Irregular Section 17, T10S, R2W on no name slough, THENCE northwest along the north line of Said Section 17nto the most northerly corner, THENCE CONTINUING NORTHWEST along the north line of Irregular Section 39 T10S, R3W, to the most northerly northwest corner of said Section 39, THENCE southwest along the west line of Section 39 to a corner established by this 160 acre reservation, THENCE southeasterly on a line parallel with the north lines of Sections 39 and 17, to a corner on the aforesaid no name slough, THENCE northerly meandering along said slough to the point of beginning; the distances along the east and west lines of this reserved tract being sufficient so that the whole of the tract shall contain 160 acres. Bounded northerly by Acadia Development Company, Inc., southerly by the other lands of said Lessor, easterly by the Texas Company, westerly by A. H. Hebert, now or formerly.

IN FAITH WHEREOF, this instrument is executed in multiple original copies effective as of the 5th day of March, 1954, in the presence of the undersigned, competent witnesses.
TENNESSEE PRODUCTION COMPANY, BY (SIGNED) CHARLES A. LINGO, Vice President.
WITNESSES: (SIGNED) DOROTHY L. GEYER, JOHN R. HUDMAN.
(SIGNED) CLYDE ALEXANDER. WITNESSES: A. M. EARLY, CORNELIA WREN.
(SIGNED) S. N. VAN WERT, WITNESSES: A. M. EARLY, CORNELIA WREN.
(SIGNED) M. N. STAFFORD, WITNESSES: WARREN H. WINN, LOIS BAKER.
M. N. STAFFORD, JR., BY (SIGNED) M. N. STAFFORD, Atty in fact. WITNESSES: WARREN H. WINN, LOUIS BAKER.
(SIGNED) H. B. TIETJE. WITNESSES: WARREN H. WINN, LOIS BAKER.
STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS.

On this 21 day of March, 1954, before me personally came and appeared M. N. STAFFORD, H. B. TIETJE and M. N. STAFFORD, JR., to me known to be the persons described in and who executed the foregoing instrument, and acknoeldged that they executed the same as their free act and deed, and for the purposes therein expressed, said M. N. Stafford, Jr., appearing herein and acting through his duly appointed Attorney in Fact, M. N. Stafford.
(SIGNED) MIRIAM R. ROBBINS, Notary Public in and for Jefferson Davis Parish, Louisiana. (SEAL).
STATE OF TEXAS
COUNTY OF DALLAS.

On this 16 day of April, 1954, before me personally came and appeared CLYDE ALEXANDER, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed and for the purposes therein expressed.
(SIGNED) BOB VAUGHT, Notary Public in and for Dallas County, Texas. (SEAL).
My commcission expires June 1, 1955.
STATE OF TEXAS
COUNTY OF DALLAS.

On this 16 day of April 1, 1954, before me personally came and appeared S. N. VAN WERT, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, and for the purposes therein expressed.
(SIGNED) BOB VAUGHT, Notary Public in and for Dallas County, Texas. (SEAL).
My commission expires June 1, 1955.
STATE OF TEXAS

COUNTY OF HARRIS.

On this 15 day of April, 1954, before me appeared Chas. A. Lingo, to me personally known, who being by me dul sworn, did say that he is the Vice President of TENNESSEE PRODUCTION COMPANY, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Chas. A. Lingo, acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my official signature and seal at Houston, Texas, on the day, month and year first above written.

(SIGNED) DOROTHY L. GEYER, Notary Public in and for Harris County, Texas. (SEAL).

My commission expires June 1, 1955.

FILED: SEPTEMBER 2nd, A.D. 1954. AT: 3:00 P. M.

RECORDED: SEPTEMBER 2nd, A.D. 1954. FILE NO. 218423. CLERK & EX OFFICIO RECORDER.

ACADIA DEVELOPMENT COMPANY, INC.

T O

LYLE CUMMINS,

LEASE.

OIL, GAS AND MINERAL LEASE.

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS. KNOW ALL MEN BY THESE PRESENTS, That ACADIA DEVELOPMENT COMPANY, INC., a Louisiana corporation, with domicile at Crowley, Louisiana, herein represented by its President Dan J. Feitel, duly authorized by its Board of Directors in a resolution, a copy of which is attached hereto and made a part hereof, hereinafter called "Lessor, for the consideration hereinafter recited, have, and by these presents do grant, lease and let unto LYLE CUMMINS, whose wife is Virginia Cummins, a resident of Lafayette Parish, with mailing address Box 406, Lafayette, Louisiana, hereinafter called "Lessee", the exclusive right to enter upon and explore the lands hereinafter described and/or referred to with and for the purposes of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telphone lines, and other structures thereon to produce, save, take care of, treat, transport and own said products and for dredging and maintaining canals, constructing roads and bridges, and building houses for its employees, and, in general, for all appliances, structures, equipment, servitudes, and privileges which may be necessary, useful or convenient to or in connection with any such operations conducted by Lessee thereon (provided, however, that any roads constructed or canals dredged shall be used exclusively for the purposes of Lessee's operations on the lands covered hereby or on adjacent lands, and publ, c use of such roads or canals shall not be permitted), and also the right to use sufficient water, oil or gas from the premises (other than water from Lessor's wells), and the right to remove all machinery or equipment from the premises at any time within one year from the expiration of this lease.

The lands to which this instrument applies and upon which the Lessee shall have the rights herein granted are situated in Jefferson Davis Parish, State of Louisiana, and are described and/or referred to as follows, to-wit:

A certain tract of land containing 1532.15 acres, more or less, and being all of Irregular Section 40, T10S, R3W; all of Irregular Section 12, T10S, R2W; all of Irregular Section 13, T10S, R2W, and Lots 1 and 2, of Irregular Section 14, T10S, R2W; BOUNDED: Northerly by the Mermentau River; Easterly by the Mermentau River, The Texas Company and P. M. Legros, now or formerly; Westerly by L. Rhodes and Jennings Nursery Company; Southerly by A. H. Hebert, successors of A.S. Johnson and Adolph C. Boudreaux and The Texas Company.

187/391

ROSA CASTEX BOUDREAUX ET AL

TO

LYLE CUMMINS

LEASE

OIL, GAS AND MINERAL LEASE

STATE OF LOUISIANA }
PARISH OF JEFFERSON DAVIS } ss

THIS AGREEMENT, made this 7th day of August, 1954, between ROSA CASTEX BOUDREAUX, widow of Adolph C.Boudreaux, a resident of Acadia Parish, Mailing address Mermentau,La.,OZELLA McCAIN JOHNSON, widow of Albert Sidney Johnson,Sr., a resident of Jefferson Davis Parish, mailing address 1002 Church St.,Jennings, La.,;MARK A. BOUDREAUX, married to Bernice Foreman, a resident of Adadia Parish, mailing address Mermentau, La.; WORRELL B. JOHNSON, married to Dora Cary, a resident of Acadia Parish, mailing address Box 111, Mermentau, La.; BEULAH BLANCHE BOURDIER, born Boudreaux, married to Floyd J.Bourdier, a resident of Calcasieu Parish, mailing address 816 Lyons St., Lake Charles,La; ALBERT SIDENY JOHNSON, married to Marvel Andrus, a resident of Jefferson Davis Parish, mailing address 606 Morton St.,Jennings,La.; CASTEX M. BOURREAUX, married to Lydia McBride, a resident of Calcasieu Parish, mailing address 1313 10th St.,Lake Charles,La.;GRACE JOHNSON MILLER, divorced from Ralph M.Miller, a resident of Jefferson Davis Parish, mailing address P.O.Box 782, Jennings,La.;JAMES L. BOUDREAUX, married to Adeline Wormier, a resident of Calcasieu Parish, mailing address 3319 Patrick St., Lake Charles,La; OGDEN W. JOHNSON, married to Mamie Clark, a resident of Jefferson Davis Parish, mailing address P.O.Box 162, Welch, La.; ORA JOHNSON MIGUEZ, wife of Adam Miguez, a resident of Jefferson Davis Parish, mailing address P.O.Box782, Jennings,La; LESSOR(Whether one or more) and LYLE CUMMINS, whose wife is Virginia Cummins, a resident of Lafayette Parish, mailing address P.O.Box 406 Lafayette, La.,LESSEE,

WITNESSETH:

1. Lessor, in consideration of Twelve Thousand Dollars($12,000.00) in hand paid, of the royalties herein provided and the agreements of Lessee herein contained, hereby Grants and Lease exclusively unto Lessee, for the purpose of investigating, exploring, prospecting, drilling mining for, producing and owning oil, gas, and all other minerals, laying pipe lines, construct ing and maintaining tanks, roads, canals, power stations, telephone lines and other structures and facilities thereon necessary or convenient to produce, save, take care of, trest, store, transport, manufacture and dispose of said minerals and salt water, housing its employees, and to carry out the purposes and exercise the rights above set forth in operations on this land and other lands, the following described land, including any and all battures, accretions,and réparì rights thereto belonging, situated in Jefferson Davis Parish, Louisiana,to-wit:

TRACT NO . 1:

A certain tract of land containing 1103.35 acres, more or less, and being situated as follows:

BEGINNING at a point 3068.0' S62° 29' E from the NW/corner Irrègular Section 17, T10S,R2W Thence N62° 29' W along the North line of Section 17,3068.0' to the NW/corner , Thence continuing along the north line of Irregular Section 39, T10S,R2W, 482.0' to the most nort ly NW/corner of s aid Section, Thence S 52° 32-1/2' W 7349.7' along the west line of said Section 39 to a corner on the east line of Section 14, Thence S 0° 04' E 3395.0' to the southwest corner of Lot 2 of Irregular Section 13, T10S,R3W, Thence S 89° 48' E 3262.6' along the south line of said Lot 2 to the southeast corner, Thence S 62° 41' E4120.0' to a corner on the right descending bank of the Mermentau River. Thence northerly with the meander of said river along the right bank to a point 235.0' east of the most southerly corner of Irregular Section 17, T10S,R2W, Thence northerly as the meander line of the no-name coulee meanders to the point of beginning. BOUNDED Northerly by Acadia Develop- ment Co.Inc., the Mermentau River, and Texas Company, Northwesterly by Annie H.Hebert and Frank C.Perl, West by Louise C.Mileler, and Brosius, East by Texas Company, and Mermentau

River, South By D.C.Ritchie, G.T.Golden, Bryan Harbert, Mermentau River and the Texas Company.

SAVE AND EXCEPT from above tract:

A. The most northerly 160 acres, being a rectangular shaped tract in the northern part of Irregular Section 39, T10S,R3W, and northwest portion of Irregular Section 17, T10S, R2W, and more specifically described in a Partial Release of Oil,Gas and Mineral Lease dated March 5, 1954, as same exists between the party Lessor herein and M.W.Stafford and/or assigns.

B. 10 acres in the northwest corner of Section 18, T10S,R2W, and partly in Section 39, T10S R3W, being property purchased by Fred Shutts and in a deed dated March 6, 1936, (CB 66,Page 101, Conveyance Records of Jefferson Davis Parish, Louisiana)

TRACT NO. 2

A tract containing 16.5 acres, more or less, and located along the north line of irregular Section 17,T10S,R2W, and being in said Section 17, T10S,R2W, bounded: NOrth by Acadia Development Co. Inc., South, East and West, by Texas Company fee lands.

TRACT NO. 3

A tract containing 5.5 acres, more or less, and located along the North line of Irregular Section 17, T10S, R2W, and being in said Section 17, T10S,R2W, BOUNDED: NORTH by G.B.Zigler and Acadia Development Co.Inc., SOUTH EAST and WEST by the Texas Company fee lands.

For the purpose of calculating the rental payments hereinafter provided for, said land is considered to comprise 955.35 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of five (5) years from this date(called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or acreage pooledtherewith hereunder or operations are conducted or this lease is otherwise maintained as hereinafter provided.

3. If operations for the drilling of a well shall not be commenced on said land or on ac acreage pooled therewith on or before the expiration of twelve (12) months from the date hereof, this lease shall terminate as to all parties unless on or before such date Lessee shall pay or tender to Lessors, Rosa Castex Boudreaux, Mark A.Boudreaux, Worrell B.Johnson, Al Albert Sidney Johnson, Grace Johnson Miller and Ora Johnson Miguez, or to said Lessor's credit in the Calcasieu Marine National Bank of Lake Charles, Jennings Branch,Jennings, Louisiana and to Lessor Ogden W.Johnson, or to said Lessor's credit in the Calcasieu Marine National Bank of Lake Charles, Welsh Branch, Welsh, Louisiana, and to Lessors Beulah Blanche Bourdier, James L. Boudreaux, and Castex M. Boudreaux, or to said Lessors' credit in the Calcasieu Marine National Bank of Lake Charles, Lake Charles, Louisiana,and to Lessor Ozella McCain Johnson or to said Lessor'scredit in the Jefferson Davis Bank & Trust Co.,at Jennings,Louisiana, (which banks and their successors are Lessors' agents, and shall continue as depository for rentals payable hereunder, regardless of changes in ownership of said lands and rentals,) the sum of:

NAME	AMOUNT	ADDRESS
Rosa Castec Boudreaux	$2,500.00	Mermentau, Louisiana
Matk A. Boudreaux	625.00	Mermentau, Louisiana
Beulah Blanche Bourdier	625.00	816 Lyons St.Lake Charles,La.
Castex M.Boudreaux	625.00	1313 Tenth St.Lake Charles, La.
James L. Boudreaux	625.00	3319 Patrick St.,Lake Charles,La.
Ozella McCain Johnson	2,500.00	1002 ChurchSt.Jennings,La.
Worrell B.Johnson	500.00	P.O.Box 111 Mermentau, La.
Albert Sidney Johnson	500.00	606 Morton St.Jennings,La.
Grace Johnson Miller	500.00	P.O.Box 782, Jennings,La.
Ogden W.Johnson	500.00	P.O.Box 162,Welsh, La.
Ora Johnson Miguez	500.00	P.O.Box 782 Jennings, La.

which shall extend for twelve months the time within which such operations may be commenced.

for successive periods of twelve months each during the remainder of the primary term. All payments hereinabove provided for are herein-called "rental". It is further agreed that if while this lease is being maintained in force by production of oil, gas, or other minerals from the lands covered hereby or lands pooled therewith as herein provided, the royalties paid to Lessor under paragraph numbered 4 hereof(excluding any royalties paid by reason of outstanding royalties interests to which Lessor's interest may be subject on the date hereof, as reflected by the record of Jefferson Davis Parish, Louisiana) do not equal the sum of $5,000.00 for any year, Lessee agrees within sicty (60) days after the close of such year to pay to Lessor, as rental, the difference between the royalties received and $5,000/00 . The yearly periods provided for herein shall commence the first day of the month in which production is first obtained. It is understood that such guaranteed income royalty shall be payable only after and while this lease is being maintained in force by production and shall not be payable for any period when the lease is being maintained in force by delay rental payments, operations or shut in gas payments provided for in Paragraph 4 below. All payments or tenders under this lease may be made by Lessee's check or draft, mailed to Lessor or delivered to Lessor, or mailed or delivered to said bank on or before lsuchdate of payment; all exchange, collection or other service charges made by the bank or the check or draft or in giving Lessor credit on its books to be borne by Lessor. If said bank (or any successor bank) should cease to exist, suspend business, liquidate, fail or be succeeded by another bank, or, for any reason, fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty days after Lessor shall deliver to Lessee, by registered mail at its principal place of business in the state where said land is situated, a proper recordable instrument naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. Operations under this lease shall be deemed to be commenced when the first material is placed on the ground, or other necessary operations (except surveying or staking location) are commenced on said land, and same are thereafter prosecuted with reasonable diligence.

4. Royalties to be paid by Lessee are:(a) on oil, one-eighth (1/8th) of that produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil, paying therefor the market price at the well prevailing for the field where produced on the day it is run to the pipe line or storage tanks; (b) on gas, including casinghead gas or other gaseous substance produced from said land and sold or used off the premises, or used in the extraction of gasoline or other product therefrom by Lessee, the market value at the well of one-eighth(1/8th) of the gas so sold or used, provided that on gas sold at the well the royalty shall be one-eighth(1/8th) of the amount realized from such sale; (c) on all other minerals, mined and marketed, one-eighth(1/8th) either in kind or value at the well or mine at Lessee's election, except on sulphur the royalty shall be Three Dollars($3.00) per long ton; if, at any time, either during or afterthe primary term, there is a well capable of producing gas on said land or on acreage pooled therewith, but gas is not being produced, and this lease isnot then being maintained by production, operations or otherwise, Lessee at its election may pay or tender as a rental to the Lessor, or deposit to its credit in the banks named herein, in the same manner and subject to all of the provisions relating to rental as herein provided, on or before the first day of the month after the expiration of ninety (90) days from the date this lease ceases to be maintained by production, operations or otherwise, a sum equal to one-twelfth (1/12th) of the rental provided for herein on the number of acres covered by this lease on the date of payment, which payment shall maintain this lease in force and effect for a period of one(1) month from the date of payment and relieve Lessee of any obligation to

develop or market gas during such month. In like manner, with like effect and upon like payments, tenders or deposits on or beforethe expiration of tje last preceding month for which such payjent, tender or deposits has been made, this lease may be maintained in force and effect for successive periods of one (1) month each, (but not continuously for a period in excess of five consecutive years) until such time as this lease is maintained by production, operations or ptherwise under the terms hereof; Lessee shal have free use of oil, gas, and water from said land, except water from Lessor's wells for all operations hereunder and for repressuring the oil and gas formation in the field and the royalty on oil and gas shall be computed after deducting any so used.

5. Lessee is hereby granted the right and authority, at its option, at any time or times, to pool into units all or any part of the land covered by this lease and the lease mineral royalty and other rights therein as to oil and gas, or either of them in any stratum or strata, with other lands and the lease, mineral, royalty and other rights therein, regardless of ownership thereof. Such unit or units may embrace not more than forty (40) acres each, as to oil, plus a tolerance of ten per cent, and not more than one hundred and sixty (160) acres each, as to ga,s plus a tolerance of ten per cent, provided that if governmental authority, State or Federal, prescribed, requires, or permits larger units as a spacing pattern for the orderly development of the field, or for any other purpose, or shall allocate a producing allowable based in whole or in part on acreage per well, any unit may be formed or reformed to embract up to the maxium surface acreage content so prescribed or allocated. Any unit hereunder need not conform in size or area to any otherunit. Pooling in one or more instances shall not exhaust the right to pool other units hereunder. Any unit may include, but is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed, or operations for drilling a well have theretofore been commenced. Lessee shall execute the record in the parish where the unit is situated a written designation and description of each unit formed or reformed hereunder. All drilling, reworking, or other operations on, or production from any unit shall be considered as though such operations were carried on or production secured from land embraced in this lease whether or not the well or wells be located on this lease with certain conditions as shown in Paragraph 5B. There shall be allocated to this lease that proportion of the pooled production from any unit formed hereunder, whether or not from land covered by this lease, that the number of surface acres, divided or undivided, covered and leased by this lease and included in such unit, bears to the total number of surface acres pooled in such unit, and Lessor shall receive the royalties and other payments provided for herein, if any(other than rental and shut-in gas royalties), only upon that portion of such production, and such royalties and payments as to such pooled production shall be in lieu of royalties and payments, if any, elsewhere herein provided. The production from an oil well shall be considered as production from the lease or oil unitfrom which it is producing and not as production from a gas unit; and production from a gas well shall be considered as production from the lease or gas unit from which it is producing and not from an oil unit. Should title to any interest, divided or undivided, in any unit fail in whole or in part, Lessee shall have the right at its option to cancel said unit, and thereafter may form a new unit subject to the provisions hereof. No royalties shall be payable on production.title to which has failed, and, without impairment of warranties herein contained,there shall be no retroactive apportion ment of royalties.

5B. Notwithstanding anything to the contrary herein contained, it is understood and agreed that in the event during the primary term a portion or portions of the land covered by this lease are included with other lands in a uanit or units established under the provisions of this lease, by other voluntary agreement or adopted by the Commissioner of Conservation for the State of Louisiana, then operations on or production from a well or the completion of a well

a unit, but shall not so maintain the lease on the remainder of the leased premises not embrace in such a unit and not otherwise maintained under the terms hereof beyond the next rental paying date, unless on or before such rental date Lessee shall pay or tender to Lessor, or to Lessor's credit in the manner provided in this lease, the amount of rental provided herein to be paid upon the area then covered hereby, reduced in the proportion that the acreage covered hereby, reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease and further reduced by the amount of any shut-in gas well royalty payments made by Lessee during the rental payment date. By similar tender or payments on each succeeding annual rental date this lease may so be maintained in force during the remainder of the primary term as to the portion thereof not included in such unit or units. In the event the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to such next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. In the event, at the end of the primary term, this lease is not being otherwise maintained under its terms than by operations on or production from the portion or portions thereof included in a pooled or integrated unit or units including other lands, then the primary term hereof shall be extended as to such unit or units in accordance with the terms and provisions of this lease, but shall not be extended for more than five (5) additional years as to the remainder thereof not so included in such unit or units and not otherwise maintained under the provisions of this lease, unless, on or before each anniversary of the annual rental paying date, during such limited period of extension, Lessee pays or tenders annually in the manner provided above the proportionate part of the original rental applicable to the acreage not included in such unit or units. Nothing herein is intended nor shall have the effect to create several or separate leases, or in any manner to extend or increase the obligations of Lessee with respect to offset, reasonable development or otherwise than as expressly stated herein. If, at any time, either during the original primary term or the limited extension thereof provided in this paragraph as to the portions of the leasenot included in pooled unit s and not otherwise held under the terms hereof, Lessee prosecutes operations on or obtains production from the leased premises, not forming a part of a pooled or combined unit embracing a portion of the leased premises and other lands, then the provisions of this paragraph shall not thereafter apply. Bythe term "operations" is meant operations for the drilling or reworking of a well with no cessation between operations, or between operations and production , long er than as permitted under the terms of this lease, and by the term "production" is meant production of oil, gas or other minerals with no cessationbetween production periods or between production and operations, other than as permitted under the terms of this lease.

6. If, during the primary term, Lessee abandons a well as a dry hole on saidland or acreage pooled therewith, or, if after production has been obtained therefrom the same should cease from any cause and in either case this lease is not otherwise maintained, this lease shall not terminate if operations for drilling or reworking are commenced or resumed on any well, or payment or tender of rentals are commenced or resumed, on or before the rental paying date next ensuing after the expiration of sicty (60) days from the date of abandonment of the well as a dry hole or cessation of production; provided that no rentals or operations shall be necessary to maintain this lease for the remainder of the primary term if such abandonment of the well a dry hole or cessation of production occurs within sixty (60) days prior to or during the last year of the primary term. If such abandonment of a well as a dry hole or cessation of production occurs within sixty (60) days prior to or at any time after the expiration of the primary term and this lease is not otherwise maintained, this lease shall not terminate if such operations for drilling or reworking are commenced or resumed within sixty (60) days

after abandonment of the well as a dry hole or cessation of production. Upon the expiration of the primary term or at any time thereafter when this lease is not otherwise maintained, this lease shall remain in force so long as any such operations for drilling or reworking are prosecuted with no cessation of more than sixty (60) consecutive days, between the abandonment of one well and the commencement of drilling operations on another,and, if they result in production of oil, gas, or other mineral, so long as the same is produced."Produced" or "production" within the meaning of this paragraph and paragraph 2 hereof shall mean produced or production in any quantity so that royalties may be payable thereon to Lessor as herein provided.

7, In the event a well or wells producing oil or gas in paying quantities should be trought in on adjacent land not owned by Lessor and not more than three hundred thirty feet(330') from and draining the leased premises or acreage pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances, provided Lessee shall not be required to offset any such gas well on adjacent land unless the gas therefrom ismarketed; and provided further in lieu of drilling an offset to such gas well, Lessee shall have the option of paying Lessor, as rental, a sum equal to the roualties which would be payable under this lease on theproduction from said well had same been produced hereunder, and as long as Lessee may elect to pay such rental in lieu of drilling an offset well, it will be considered that gas is being produced within the meaning of Paragraph 2 hereof. When required by Lessor, Lessee will bury pipe lines below ordinary plow depth and pay damage caused by Lessee's operations to growing crops, as well as damages to the land that may be directly affected by operations of Lessee due to saltwater, waste oil or the like, rendering same unusable for its normal use as farm land; and Lessee shall have the right to inject gar, water, brine or other fluids into subsurface strata. Lessee shall have the right at any time during or within one year after the expiration of this lease to remove all properties and fixtures placed by Lesseeon said land or on acreage pooled therewith, including the right to draw and remove all casing whether from producing or nonproducing wells.

8. The rights of eitherparty hereto may be assigned in whole or in part and as to any mineral and to any extent, and the provisions hereof shall extend to their heirs, successors and assigns, but no change or division in the ownership of the land or rentals or royalties or other payment hereunder or the right to receive same, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Lessee. If the ownership of the royalties or other payments hereunder becomes changed into separate divided protions of said land, Lessee shall not be required to offset wells on such separate tracts orportions, or to furnish upon or as to any such tract or portion separate measuring or receiving tanks; Notwithstanding any other actual or constructive knowledge of or notice to Lessee thereof,no change or division in ownership or right to receive shall be binding upon Lessee for any purpose until sixty(60) days after the receipt by Lessee, by registered mail at its principal place of business in the state where said land is situated, from the party acquiring an interest or right, of the duly recorded instrument or instruments or certified copies thereof, or other legally authenticated written evidence constituting the chain of title of such change. Where such change is the result of death, disability from any cause, or emancipation from disability, of any person, or the new owner is for any reason not judicially competent, no such change in ownership or right to receive shall be binding on Lessee until sixty (60) days after Lessor shall have furnished Lessee, as above provided, proof satisfactory to Lessee that an appropriate representative has been appointed by a court of competent jurisdiction, or Lessee is furnished other evidence satisfactory to him of the parti entitled to receive such payments; and in the case of rentals, it shall in the meantime be sufficient to pay or tender same to the credit of the person previously

been given a period of sixty (60) days follwwing judicial ascertainment in which to prevent such loss or forfeiture by complying with and discharging its obligation as to which Lessee has been judicially determined to be in default; provided, however, thatin the event Lessee has been judicially determined to be in default, then and in such event Lessor's remedy shall be limited to the recovery of such damages as Lessor has sustained between the date of default and final judicial ascertainment thereof by reason of Lessee's failure properly to discharge its obligations hereunder. In case of cancellation or termination of this lease for any cause, Lessee shall have the right to designate and retain under the terms hereof forty (40) acres,plus a tolerance not to exceed ten per cent thereof, around each well producing oil, being worked on or drilling for oil hereunder, and one hundred and sixty (160) acre, plus an acreage tolerance not to exceed ten per cent thereof, around each welll producing gas, being worked on or drilling for gas here under, unless under a governmental spacing order, or, in the absence of such order, under the well spacing in this area, a larger or smaller tract has been allotted to each well, in which case Lessee may retain around each such well the tract so allotted to such well; provided that the acreage that Lessee may retain hereunder around any such well which is situated in a pooled unit is that portion of the land covered hereby which is included in such pooled unit. This lease shall be binding on all who execute it whether or not named in the body hereof as Lessors and without regard to whether this instrument shalll be executed by any of the other Lessors named herein.

11. Should Lessee be prevented from complying with any expressed or implied covenant of this lease, from conducting drilling or reworking operations thereon, or from producing oil gas or other mineral therefrom by reason of scarcity or inability, after effort made in good faith, to obtain equipment or material or authority to use same, or by failure of carriers to transport or furnish facilities for transpornation, or by operation of force majeure, any federal or state law, or any order, rule or regulation of governmental authority, or other cause beyond Lessee's control then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and solong as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil, gas or other mineral from the leased premises and the time while Lessee is so prevented shall not be counted against Lessee Provided, however, that such extension shall not be for a period of more than two (2) years, and rental payments will be made during the extension of the lease being held by rental payment at the start of such extension.

12. Lessor's warranty under paragraph 9 herein shall not include the obligation to produce the partial release of an oil, gas and mineral lease affecting the subject lands, such release having been executed in part by M.N.Stafford and/or assigns, but not fully exec uted as to all parties at the time of the granting of this lease, as a result of this release, in the event same is not completely executed

IN TESTIMONY WHEREOF, this instrument is executedin duplicate on the date first above written, in the presenceof the undersigned competent witnesses.

LESSORP

(S) ROSA CASTEX BOUDREAUX

WITNESSES:

(S) RAYMOND BRUCE

(S) AUGUSTE BERNARD

LESSOR

(S) OZ LLA McCAIN JOHNSON

(S) RAYMOND BRUCE

(S) AUGUSTE BERNARD

LESSOR:

(S) MARK A. BOUDREAUX

WITNESSES:

(S) RAYMOND BRUCE

(S) AUGUSTE BERNARD

LESSOR

(S) WORRELL B. JOHNSON

WITNESSES:

(S) RAYMOND BRUCE

(S) AUGUSTE BERNARD

LESSOR

(S) BEULAH BLANCHE BOUDIER

WITNESSES:

(S) RAYMOND BRUCE

(S) AUGUSTE BERNARD

LESSOR

(S) ALBERT SIDNEY JOHNSON

WITNESSES:

(S) RAYMOND BRUCE

(S) AUGUSTE BERNARD

LESSOR:

(S) CASTEX M. BOUDREAUX

WITNESSES:

(S) RAYMOND BRUCE

(S) AUGUSTE BERNARD

LESSOR

(S) GRACE JOHNSON MILLER

WITNESSES:

(S) RAYMOND BRUCE

(S) AUGUSTE BERNARD

LESSOR

(S) JAMES L. BOUDREAUX

WITNESSES:

(S) RAYMOND BRUCE

(S) AUGUSTE BERNARD

LESSOR

(S) OGDEN W. JOHNSON

WITNESSES:

(S) RAYMOND BRUCE

(S) AUGUSTE BERNARD

LESSOR

(S) ORA JOHNSON MIGUEZ

WITNESSES:

(S) RAYMOND BRUCE

(S) AUGUSTE BERNARD

LESSEE:

(S) LYLE CUMMINS

WITNESSES:

(S) RAYMOND BRUCE

(S) AUGUSTE BERNARD

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority, on this day personally came and appeared AUGUSTE BERNARD, who, being sworn , acknowledged that he executed the above and foregoing instrument as a subscribing witness, and that it was executed by ROSA CASTEX BOUDREAUX, ,ARK A. BOUDREAUX, WORRELL B. JOHNSON, OZELLA MC CAIN JOHNSON, ALBERT SIDNEY JOHNSON, GRACE JOHNSON MILLER, OGDEN W. JOHNSON and ORA JOHNSON MIGUES, BEULAH BLANCHE BOURDIER, CASTEX M. BOUDREAUX AND JAMES L. BOUDREAUX, in his presence and in the presence of the other subscribing witness.

(S) AUGUSTE BERNARD

SWORN TO AND SUBSCRIBED BEFORE ME, A NOTARY PUBLIC, ON THIS 9th DAY OF AUGUST 1954.

(S) ELAINE HAGGERTY

NOTARY

PUBLIC

(SEAL)

STATE OF LOUISIANA

PARISH OF LAFAYETTE

ON this 9th day of August, 1954, before me personally appeared LYLE CUMMINS, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I hereunto affix my official signature and seal of office at Lafayette, Parish of Lafayette, State of Louisiana, on the date hereinabove written.

(S) ELAINE HAGGERTY

NOTARY

PUBLIC

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FILED: SEPTEMBER 2, A.D., 1954 AT: 3:00 P.M.

RECORDED: SEPTEMBER 2, A.D., 1954 FIDE NO. 218425 CLERK & EX OFFICIO RECORDER

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LYLE CUMMINS / &&&&

of Irregular Section 17, T 10 S, R 2 W, and being in said Section 17, T 10 S, R 2 W, bounded: North by Acadia Development Co., Inc., South, East and West by Texas Company fee lands.

TRACT NO. 3: A tract containing 5.5 acres, more or less, and located along the north line of Irregular Section 17, T 10 S, R 2 W, and being in said Section 17, T 10 S, R, 2 W, Bounded: North by G. B. Zigler and Acadia Development Co., Inc., South, east and West by the Texas Company fee lands.

For the purpose of calculating the rental payments land covered is estimated to comprise 955.35 acres, whether more or less.

And for the same consideration the Assignor does hereby covenant with Assignee its successors and assigns that he is the lawful owner of said lease and rights and interest thereunder and that said lease is valid and subsisting; that the said Assignor has good right and authority to sell and convey the same; that said rights and interests are free and clear from all liens and encumbrances; that all rentals now due and payable thereunder have been paid and grantor warrants title to same to the extent of his own purchase acts and deeds.

IN WITNESS WHEREOF, this agreement has been executed by both parties as of September 10, 1954.

/s/ LYLE CUMMINS GRANTOR WITNESSES: /s/ HOMER G. MOORE, BESSIE PRAGER

WATERFORD OIL COMPANY BY /s/ PAUL F. LAUREL President GRANTEE

ATTEST: /s/ M. NUESIHER ASST. SECRETARY SEAL

WITNESSES: /s/ GEORGE W. MASS, ALMA E. LITTOW

THE STATE OF TEXAS :

COUNTY OF HARRIS :

On this 11th day of September, 1954, before me personally appeared Lyle Cummins, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

/s/ FREDA VERNE VARNER Notary Public in and for Harris County, Texas

(S E A L)

THE STATE OF NEW YORK :

CITY AND COUNTY OF NEW YORK :

On this 13th day of October, 1954, before me appeared Paul F. Saurel, to me personally known, who, being by me duly sworn, did say that he is the President of Waterford Oil Company and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Paul F. Saurel acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my official signature and seal at New York, N. Y. on the day and date first above written.

/s/ ANNE WINNIZKI

Notary Public for the State of New York

Commission expires March 30, 1955.

(S E A L)

FILED: OCTOBER 15 A. D. 1954 AT: 2:30 P. M.

RECORDED: OCTOBER 15 A. D. 1954 FILE NO: 219194 CLERK & EX OFFICIO RECORDER

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who, being by me duly sworn did say that he is the vice president of UNION SULPHUR AND OIL CORPORATION, the corporation described in and which executed the foregoing instrument, that the seal affixed to said instrument is the corporate seal of said corporation, that the said instrument was signed and sealed in behalf of the corporation by authority of its Board of Directors, and that he, the said D. B. Lovejoy acknowledged the instrument to be the free act and deed of said corporation.

WITNESS my hand and seal of office.

/s/ DOROTHY M. NORTON Notary Public in and for Harris County, Texas. SEAL

FILED: DECEMBER 31 A. D. 1954 AT: 3:00 P. M.

RECORDED: DECEMBER 31 A. D. 1954 FILE NO: 220828 CLERK & EX OFFICIO RECORDER

TENNESSEE PRODUCTION COMPANY

T O

TENNESSEE GAS TRANSMISSION CO

SALE AND ASSIGNMENT

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS:

That, TENNESSEE PRODUCTION COMPANY, a Delawa corporation, for a valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants, bargains, sells, transfer, assigns, and conveys to TENNESSEE GAS TRANSMISSION COMPANY, a Delaware corporation, its successors and assigns, allof its right, title and interest in and to the properties described or tabulated in Exhibit "A" hereto annexed and ma a part hereof for all purposes, covering lands in Jefferson Davis Parish, Louisiana, togethe with any and all personal property situated on, used in or obtained for use in connection th with.

TENNESSEE PRODUCTION COMPANY hereby warrants title to said properties, by, through, and under it but not otherwise.

Executed and effective as of 7:00 o'clock, Central Standard time, on this 30th day of December, 1954.

TENNESSEE PRODUCTION COMPANY BY /s/ CHAS. A. LINGO Vice President

ATTEST: /s/ CLARENCE S. TAYLOR Assistant Secretary

WITNESSES: /s/ DOROTHY CRANE, NANCY JO REES

STATE OF TEXAS

COUNTY OF HARRIS

On this 30th day of December, 1954, before me appeared Chas. A. Lingo, to me personally know who, being by me duly sworn, did say that he is the Vice President of Tennessee Production Company, a Delaware corporation, and that the seal affixed to said instrument is the corpora seal of said corporation and that said instrument was signed and sealed in behalf of said co poration by authority of its Board of Directors, and said Chas. A. Lingo acknowledged said instrument to be the free act and deed of said corporation.

WHEREOF witness my hand and seal as such Notary Public on this 30th day of December, 19

/s/ CAROLINE GRAMMON Notary Public (SEAL)

EXHIBIT "A"

PROPERTIES SITUATED IN JEFFERSON DAVIS PARISH, LOUISIANA.

All those properties bearing Tennessee Production Company file numbers shown below, and being:

I. PRODUCING OIL, GAS AND MINERAL LEASES

All those certain oil, gas and mineral leases made by lessors, dated and recorded as follows:

Company File No.	Date	Lessor	Recorded Vol	Page
LA-4	1-16-47	William L. Trimble	124	503
LA-5	5-12-45	Alfred Sidney Castex, et al	123	522

II. Non producing oil, gas and mineral leases

All those certain oil, gas and mineral leases made by lessors, dated and recorded as follows:

Company File No.	Date	Lessor	Recorded Vol.	Page
LA-527	4-10-53	Henry Bell	174	443
LA-528	4-10-53	M. N. Stafford et al	174	448
LA-529(1)	4-11-53	W. J. Unkel et al	174	455
			177	84
LA-529(2)	4-11-54	George W. Stone	188	79
LA-530	4- 9-53	Irvin V. Lejeune et ux	174	462
LA-531	4-11-53	Frank Langley	174	467
LA-532	4-10-53	Seward Lejeune et al	174	472
LA-553(1)	9-12-53	Julia Gustin Benoit	177	493
LA-553(2)	9-14-53	Russell Cormier	177	499
LA-553(3)	9-22-53	Lula Rose White et al	177	504
LA-603	11-15-54	Marie Cormier Pousson	190	97

Certain of the above described properties may be subject to joint operating contracts, pooling agreements, unitization agreements, comtracts for sale of oil, gas and other hydrocarbons, reservations of overriding royalties, production payments, or other interests in production; and to the extent that any of the above described properties are affected thereby, such properties are hereby assigned subject thereto.

Recording references are to the deed records or other appropriate records in the office of the Clerk of court in said Parish wherein like instruments are recorded, and reference is made to each of the above itemized instruments and to the record thereof for all purposes.

FILED: DECEMBER 31 A. D. 1954 AT: 3:00 P. M.

RECORDED: DECEMBER 31 A. D. 1954 FILE NO: 220830 CLERK & EX OFFICIO RECORDER

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FRED W. BATES ET AL /

T O

ALBERT SIDNEY JOHNSON HEIRS ET AL /

PARTIAL RELEASE

3

PARTIAL RELEASE OF OIL, GAS AND MINERAL LEASE

STATE OF LOUISIANA :

PARISH OF JEFFERSON DAVIS :

REFERENCE IS HERE made to that certain oil, gas and mineral lease dated May 12, 1945, and recorded in the conveyance records of Jefferson Davis Parish in Book 110 at page 522 et seq., File No. 149166; and all amendments, extensions and assigns of said hereinabove referred to oil, gas and mineral lease. Said lease was granted by ALBERT SIDNEY JOHNSON and ADOLPHE C. BOUDREAUX, joined by his wife, Mrs. ROSA CASTEX BOUDREAUX, as lessors, in favor of M. M.Stafford, as lessee, covering the following described property, situated in Jefferson Davis Parish, Louisiana, to wit:

1145.35 acres, more or less, being (a) Section39 in Township 10 South of Range 3 West, Louisiana Meridian, exceptthat portion lying in triangular form West of the East boundary line of Section 14 if extended through said Section 39, (b) Lot 2 of Fractional Section 13 in Township 10 South, of Range 3 West, Louisiana Meridian, (c) Section 17 in Township 10 South of Range 2 West, Louisiana Meridian, except the 328 acres, more or less of Swamp Timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey made by E. J. Mead, C. E., dated in 1921, it being understood, however, that there is included in this lease two tracts of prairie land along the north line of said Swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres more or less, which two tract were not included in the aforesaid sale to A. Alston & Co., and (d) Section 18 in Township 10 south of Range 2 West of the Louisiana Meridian, lying between the southeast corne of the aforedescribed section 39 on the West and the Mermentau River on the East, all as per plat showing the property herein leased, attached to the Act No. 81759 by which the lessors purchased the said property from Jean Castex, Jr., and which is recorded in Jefferson Davis Parish, Louisiana. THERE IS EXCEPTED from the above description and from this lease that certain tract of land comprising 10 acres, more or less, situated in Section 18, Township 10 South, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by lessors herein to Fred Shutts by deed dated March 6, 1936, recorded in conveyance Book 66, page 101, of the records of Jefferson Davis Parish, La., and more particularly described in said deed.

AND, WHEREAS, said lease and the rights thereto are now owned by the undersigned, Marshal R. Young, Clyde Alexander, Fred W. Bates, Tennessee Production Company, S. M. Van Wert, J. Mort Walker, Jr., Joseph M. Jones, Elmer D. Flanders, Mrs. Martha Manning Flanders and her minor childern, Mary Catherine Flanders, Martha Anne Flanders and Bert Flanders, III.

NOW, THEREFORE, we, the undersigned present owners of said lease, or portion thereof, as hereinabove described, for good and valuable considerations, the receipt and adequacy whereof is hereby acknowledged do hereby release, relinquish and surrender all of theundersigned's rights, title and interest in and to the aforesaid lease, unto the present lessor, being heirs,successors or assigns of the said Albert Sidney Johnson and Adolphe C. Boudreaux, SAVE AND EXCEPT the hereinafter described 160 acres taken from said lease. The 160 acres reserved by lessee herein may sometimes be described as follows, to wit:

BEGINNING at a corner establishedby E. J. Mead, C. E., in a survey made in connection with the sale by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, said corner being on the north line of Irregular Section 17, T10S, R2W, on no name slough, THENCE northwest along the north line of said section 17 to the most northerly corner THENCE continuing northwest along the north line of Irregular section 39, T10S,R 3W, to the most northerly northwest corner of said section 39, thence Southwest along the

west 1 ne of Section 39 to a corner established by this 160 acre reservation, THENCE Southeasterly on a line parallel with the north lines of Sections 39 and 17, to a corner on the aforesaid no nam slough, THENCE northerly meandering along said slough to the point of beginning; the distances along the east and west lines of this reserved tract being sufficient so thatthe whole of the tract shall contain 160 acres. Bounded northerly by Acadia Development Company, Inc., southerly by the other lands of said lessors, easterly by the Texas Company, westerly by A. H. Hebert, now or formerly.

IN FAITH WHEREOF, this instrument is executed in multiple original copies effective as of the 5th day of March, 1954, in the presence of the undersigned, competent witnesses

/s/ FRED W. BATES — WITNESSES: /s/ ELGENIA B. YOUNT, LYLE CUMMINS

/s/ JOSEPH M. JONES — /s/ LYLE CUMMINS, AUGUSTE BERNARD

/s/ J. MORT WALKER, JR. — /s/ LYLE CUMMINS, AUGUSTE BERNARD

/s/ ELMER D. FLANDERS — /s/ LYLE CUMMINS, AUGUSTE BERNARD

/s/ W. K. DEPASS, JR — /s/ B. S. STORER, ELIZABETH WILLIS

/s/ CAL F. HADDEN, JR — /s/ B. S. STORER, ELIZABETH WILLIS

/s/ RICHARD I. HADDEN — /s/ ERNEST L. SALAMICH, SOPHIE MARLIN

/s/ ROBERT WILLIAM HADDEN — /s/ B. S. STORER, ELIZABETH WILLIS

/s/ MRS. EFFIE PHELPS HADDEN Widow of Cal F Hadden. — /s/ B. S. STORER, ELIZABETH WILLIS

STATE OF LOUISIANA :
:
PARISH OF ORLEANS :

On this 14th day of April, 1955, before me personally came and appeared W. K. DePass, Jr., Cal F. Hadden, Jr., Richard I. Hadden, Robert William Hadden and Mrs. Effie Phelps Hadden, to me known to be the persons described in and who executed the foregoing instruments, and acknowledged that they executed the same as their free act and deed, and for the purposes therein expressed.

/s/ ROBERT B. ACHEE JR Notary Public in and for Orleans Parish, Louisiana. SEAL

STATE OF LOUISIANA :
PARISH OF ORLEANS :

On this 28 day of April, 1954, before me personally came and appeared J. Mort Walker, Jr., Joseph M. Jones and Elmer D. Flanders to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, and for the purposes therein expressed.

/s/ ROBERT B. ACHEE, JR Notary Public in and for Orleans Parish, Louisiana. SEAL

STATE OF LOUISIANA :
PARISH OF LAFAYETTE :

On this 23 rd day of April, 1954, before me personally came and appeared Fred W. Bates, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed and for the purposes therein expressed.

/s/ OPAL IVINE ONEAL Notary Public in and for Lafayette Parish, Louisiana. SEAL

FILED: MAY 28 A. D. 1955 AT: 8:00 A. M.

RECORDED: MAY 28 A. D. 1955 FILE NO: 224257. CLERK & EX OFFICIO RECORDER

194/173

WATERFORD OIL COMPANY / & ASSIGNMENT OF OIL, GAS AND MINERAL LEASE
&
T O &
& THE STATE OF LOUISIANA)
TIDE WATER ASSOCIATED OIL CO. / & PARISH OF JEFFERSON DAVIS)
&
ASSIGM ENT &
3 &
&&&

WHEREAS, by instrument dated September 10, 1954, Lyle Cummins assigned said lease to Waterford Oil Company, a North Dakota corporation, with a permit to do business in the State of Louisiana, which assignment was filed and recorded in the conveyance records of Jefferson Davis Parish, Louisiana in conveyance Book 188, at page 499, under Entry No. 219194; and

WHEREAS, by instrument dated September 14, 1954, filed and recorded in Conveyance Book 189, page 69, et seq., under File No. 219573, of the conveyance Records of Jefferson Davis Parish, Louisiana, Waterford Oil Company assigned to Sam E. Dunnam of Houston, Texas and Lyle cummins of Lafayette, Louisiana, jointly and in equal shares, an overriding royalty of one sixteenth (1/16th) of eight eighths (8/8ths) of all oil, gas and other minerals, except sulphur (as to which the overriding royalty is fifty cents (50¢ per long ton) that may be produced and marketed from the land covered by, and by virtue of the above described lease.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT WATERFORD OIL COMPANY, a North Dakota corporation with a permit to do business in the State of Louisiana, whose address is 408 Whitney Building , New Orleans, Louisiana, hereinafterstyled "Assignor," for and in consideration of the sum of One thousand and no/100 Dollars ($1,000.00) and other good and valuable considerations paid by TIDE WATER ASSOCIATED OIL COMPANY, a Delaware corporation with a permit to do business in the State of Louisiana, the receipt and adequacy of which is hereby acknowledged, has granted bargained, sold and conveyed and does by these presents grant, bargain, sell and convey unto TIDE WATER ASSOCIATED OIL COMPANY, hereinafter styled "Assignee", its successors and assigns, all right, title and interest in and to the hereinabove referred to oil, gas and mineral lease, subject to the overriding royalties conveyed to Sam E. Dunnam and Lyle Cummins.

And for the same consideration, the Assignor does hereby covenant with Assignee, its successors and assigns, that it is the lawful owner of said lease and the rights and interest thereunder, and that said lease is valid and subsisting; that said rights and interest are free and clear from all liens and encumbrances; that rentals now due and payable thereunder have been paid, and assignor warrants title to the same, by, through and under it.

IN WITNESS WHEREOF, this instrument has been executed by both parties as of the 25th day of March, 1955.

WATERFORD OIL COMPANY BY /s/ H. L. FATES President "Assignor"

WITNESSES: /s/ ROBERT A. LORKAM, MAUREEN SULLIVAN ATTEST: /s/ L. G. HEWITT Secretary SEAL

TIDE WATER ASSOCIATED OIL COMPANY BY /s/ E. B. MILLER, JR Vice President.

ATTEST: /s/ D. D. FINCH Assistant Secretary SEAL

WITNESSES: /s/ CLYDE E. WILLIAMS, MARIE MILLS.

THE STATE OF NEW YORK)
CITY & COUNTY OF NEW YORK)

On this 28 day of March, 1955, before me appeared H. L. Fates, to me personally known, who being by me duly sworn, did say that he is the President of Waterford Oil Company, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and said H. L. Fates acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my official signature and seal at New York, New York, on the day and date first above written.

/s/ EMMA R. OLEARY NOTARY PUBLIC SEAL

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

On this 29th day of March, 1955, before me appearedE. B. Miller, Jr., to me personally known, who being by me duly sworn, did say that he is the Vice President of Tide Water Associated Oil Company, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and said E. B. Miller, Jr., acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my official signature and seal at Houston, Texas, on the day and date first above written.

/s/ DOROTHY NELL PACK Notary Public SEAL

$25.30 U. S. DOCUMEMTARY STAMPS ATTACHED TO ORIGINAL AND CANCELLED.

FILED: MAY 28 A. D. 1955 AT: 8:00 A. M.

RECORDED: MAY 28 A. D. 1955 FILE NO:224258. CLERK & EX OFFICIO RECORDER

MRS. OLIVE E. BOLING ET AL

T O

EMIL A. GREER.

SALE OF LAND

3

CLERK'S FORM

STATE OF LOUISIANA)
PARISH OF CALCASIEU) KNOW ALL MEN BY THESE PRESENTS

THAT WE, MRS. OLIVE E. BOLING, nee Adams, widow of Erastus H. Boling, HAROLD A. BOLING, husband of Mrs. Vivia Boling, nee Blake, and WILLIAM C. BOLING, husband of Mrs. Juanita Boling, nee Ingle hereinafter referred to as "Vendor", masculine, singular, regardless of number or gender, of the Parish of Calcasieu, City of LakeCharles, State of Louisiana, for and in consideration of the sum of FIVE THOUSAND AND NO/100 ($5,000.00) Dollars to him in hand paid by EMIL A. GREER, husband of Mrs. Earle Greer, nee Hollingsworth, hereafter referred to as "Vendee", masculine, singular, regardless of number or gender, of the Parish of Jefferson Davis, State of Louisiana, do by these presents grant, sell and convey, with full warranty of title, and with full subrogation to all of the rights and actions of the said vendor against all former owners and vendors, unto the said vendee, all that certain lot or parcel of land situated in the Parish of Jefferson Davis, State of Louisiana, to wit:

The Northeast quarter of Southeast quarter (NE1/4 of SE1/4) of Section Twenty (20), Township Ten (10) South, Range Four (4) West, La. Mer.

This conveyance is made subject to mineral reservations of prior owners and the vendors herein moreover except and reserve unto theirselves, heirs and ssigns a mineral royalty equal to one thirty second (1/32nd) of the oil, gas and other minerals that may be produced and saved from the herein described property.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, to the said vendee, his heirs and assigns forever.

Witness the hand of the said vendor at Lake Charles, Louisiana, in the presence of the undersigned competent witnesses, on this 25th day of May, 1955.

/s/ MRS. OLIVE E. BOLING, HAROLD A. BOLING, WILLIAM C. BOLING

WITNESSES: /s/ JACK E. DUKE, HELEN ADAMS

STATE OF LOUISIANA)
PARISH OF CALCASIEU)

On this 25th day of May, 1955, before me personally appeared Mrs. Olive E. Boling, Harold A. Boling and William C. Boling to me known to be the vendors described in and who executed the foregoing instrument, and acknowledged that they executed it as their free act and deed.

In testimony whereof witness the signature of me, Notary Public, at my office at Lake Charles, Louisiana, on the date above stated.

/s/ N. F. ANDERSON NOTARY PUBLIC SEAL

$5.50 U. S. DOCUMEMTARY STAMPS ATTACHED TO ORIGINAL AND CANCELLED.

FILED: MAY 28 A. D. 1955 AT: 8:30 A. M.

RECORDED: MAY 28 A. D. 1955 FILE NO: 224260. CLERK & EX OFFICIO RECORDER

198/64

WALTER GRAPES &

T O &

ALBERT SIDNEY JOHNSON ETAL &

PARTIAL RELEASE &

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PARTIAL RELEASE OF OIL, GAS AND MINERAL LEASE

STATE OF LOUISIANA :

PARISH OF JEFFERSON DAVIS :

REFERENCE is here made to that certain oil, gas and mineral lease dated May 12, 1945, and recorded in the conveyanceRecords of Jefferson Davis Parish in Book 110 at page 522 et seq., File No. 149166; and all amendments, extensions and assignments of said hereinabove referred to oil, gas and mineral lease. Said lease was granted by ALBERT SIDNEY JOHNSON and ADOLPHE C. BOUDREAUX, joined by his wife, Mrs. Rosa Castex Boudreaux, as lessors, in favor of M. N. Stafford, as lessee, covering the following described property, situated in Jefferson Davis Parish, Louisiana, to wit:

1145.35 acres, more or less, being (a) Section 39 in Township 10 South of Range 3 West, Louisiana Meridian, except that portion lying in triangular from west of the East boundary line of Section 14 if extended through said Section 39, (b) Lot 2 of Fractional Section 13 in Township 10 South of Range 3 West, Louisiana Meridian, (c) Section 17 in Township 10 South of Range 2 West, Louisiana Meridian, except the 328 acres, more or less of Swamp Timberland lying in the Eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey made by E. J. Mead, C. E., dated in 1921, it being understood however, that thereis included in this lease two tracts of prairie land along the north line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres more or less, which two tracts were not included in the aforesaid sale to A. Alston & Co., and (d) Section 18 in Township 10 South of Range 2 West of the Louisiana Meridian, lying between the southeast corner of the aforedescribed Section 39 on the west and the Mermentau River on the east, all as per plat showing the property herein leased, attached to the act No. 81795 by which the lessors purchased the said property from Jean Castex, Jr., and which is recorded in Jefferson Davis Parish, Louisiana. THERE IS EXCEPTED from the above description and from this lease that certain tract of land comprising 10 acres, more or less, situated in Section 18, Township 10 South, Range 2 West, and in Section 39, Township 10 South, Range 3 West which was conveyed by lessors herein to Fred Shutts by deed dated March 5, 1936, recorded in Conveyance Book 66, page 101, of the records of Jefferson Davis Parish, La., and more particularly described in said deed.

AND, WHEREAS, said lease and the rights thereto are now owned by the undersigned, Marshall R. Young, Clyde Alexander, Fred W. Bates, Tennessee Production Company, S. N. Van Wert, J. Mort Walker, Jr., Joseph M. Jones, Elmer D. Flanders, Mrs. Martha Manning Flanders and her minor childern, Mary Catherine Flanders, Martha Anne Flanders and Bert Flanders, III.

NOW, THEREFORE, we, the undersigned present owners of said lease, or portion thereof, as hereinabove described, for good and valuable considerations, the receipt and adequacy whereof is hereby acknowledged do hereby release, relinquish and surrender all of the undersigned's rights, title and interest in and to the aforesaid lease, unto the present lessor, being heirs, successors or assigns of the said AlbertSidney Johnson and Addphe C. Boudreaux, SAVE AND EXCEPT the hereinafter described 160 acres taken from said lease. The 160 acres reserved by lessee herein may sometimes be described as follows, to wit:

BEGINNING at a corner established by E. J. Mead, C. E., in a survey made in connection with the sale by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, said corner being on the north line of Irregular Section 17, T10S, R2W on no name slough thence northwest along the north line of said Section 17 to the most northerly corner,

THENCE continuing northwest along the north line of irregular Section 39, T10S, R3W. to the most northerly northwest corner of said Section 39, THENCE southwest along the west line of Section 39 to a corner established by this 160 acre reservation, THENCE southeasterly on a line parallel with the north lines of Sections 39 and 17, to a corner on the aforesaid no name slough, THENCE northerly meandering along said slough to the point of beginning; the distances along the east and west lines of this reserved tract being sufficient so that the whole of the tract shall contain 160 acres. Bounded northerly by Acadia Development Company, Inc., Southerly by the other lands of said lessors, easterly by the Texas Company, westerly by A. H. Hebert, now or formerly.

IN FAITH WHEREOF, this instrument is executed in multiple original copies effective as of the 5th day of March, 1954, in the presence of the undersigned, competent witnesses.

/s/ WALTER GRAPES

WITNESSES: /s/ FRED L. SINGLETON, DUDLEY J. MOUTON, JR

STATE OF LOUISIANA)

PARISH OF LAFAYETTE)

BEFORE ME, the undersigned notary public, on this day personally appeared Fred L.Singleton who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Walter Grapes in his presence and in the presence of theother subscribing witness.

/s/ FRED L. SINGLETON

SWORN TO AND SUBSCRIBED before me this 1st day of November, 1955.

/s/ PEGGY A. GONSWORN Notary Public in and for Lafayette Parish, Louisiana. SEAL

FILED: NOVEMBER 2 A. D. 1955 AT: 11:00 A. M.

RECORDED: NOVEMBER 2 A. D. 1955 FILE NO: 227336. CLERK & EX OFFICIO RECORDER.

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198/65

THENCE continuing northwest along the north line of irregular Section 39, T10S, R3W. to the most northerly northwest corner of said Section 39, THENCE southwest along the west line of Section 39 to a corner established by this 160 acre reservation, THENCE southeasterly on a line parallel with the north lines of Sections 39 and 17, to a corner on the aforesaid no name slough, THENCE northerly meandering along said slough to the point of beginning; the distances along the east and west lines of this reserved tract being sufficient so that the whole of the tract shall contain 160 acres. Bounded northerly by Acadia Development Company, Inc., Southerly by the other lands of said lessors, easterly by the Texas Company, westerly by A. H. Hebert, now or formerly.

IN FAITH WHEREOF, this instrument is executed in multiple original copies effective as of the 5th day of March, 1954, in the presence of the undersigned, competent witnesses.

/s/ WALTER GRAPES

WITNESSES: /s/ FRED L. SINGLETON, DUDLEY J. MOUTON, JR

STATE OF LOUISIANA)

PARISH OF LAFAYETTE)

BEFORE ME, the undersigned notary public, on this day personally appeared Fred L.Singleton who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Walter Grapes in his presence and in the presence of theother subscribing witness.

/s/ FRED L. SINGLETON

SWORN TO AND SUBSCRIBED before me this 1st day of November, 1955.

/s/ PEGGY A. GONSWORN Notary Public in and for Lafayette Parish, Louisiana. SEAL

FILED: NOVEMBER 2 A. D. 1955 AT: 11:00 A. M.

RECORDED: NOVEMBER 2 A. D. 1955 FILE NO: 227336. CLERK & EX OFFICIO RECORDER.

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lying between the Southeast corner of the aforedescribed Section 39 on the West and the Mermentau River on the East, all as per plat showing the property herein leased, attached to the Act No. 81729 by which the lessors purchased the said property from Jean Castex, Jr., and which is recorded in Jefferson Davis Parish, Louisiana. THERE IS EXCEPTED from the above description and from this lease that certain tract of land comprising 10 acres, more or less, situated in Section 18, Township 10 South, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by lessors herein to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, page 101, of the records of Jefferson Davis Parish, Louisiana, and more particularly described in said deed.

AND, WHEREAS, said lease and the rights thereto are now owned by Marshall R. Young, Clyde Alexander, Fred W. Bates, Tennessee Production Co., S. N. Van Wert, J. Mort Walker, Jr., Joseph M. Jones, Elmer D. Flanders, Mrs. Martha Manning Flanders and her minor childern, Mary Catherine Flanders, Martha Anne Flanders and Bert Flanders, III.

NOW, THEREFORE, the undersigned present owner of an interest in said lease, or portion thereof, as hereinabove described, for good and valuable considerations, the receipt and adequacy whereof is hereby acknowledged, does hereby release, relinquish and surrender all of the undersigned's rights, title and interest in and to the aforesaid lease, unto the present lessor, being heirs, successors or assigns of the said AlbertSidney Johnson and Adolphe C. Boudreaux, SAVE AND EXCEPT the hereinafter described 160 acres taken from said lease. The 160 acres reserved by lessee herein may sometimes be described as follows, to wit:

BEGINNING at a corner established by E. J. Mead, C. E., in a survey made in connection with the sale by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, said corner being on the north line of Irregular Section 17, T10S, R2W, on no name slough, THENCE Northwest along the North line of said Section 17 to the most Northerly corner, THENCE continuing Northwest along the North line of Irregular Section 39, T10S, R3W, to the most Northerly Northwest corner of said Section 39, THENCE Southwest along the West line of Section 39 to a corner established by this 160 acre reservation, THENCE Southeasterly on a line parallel with the North lines of Sections 39 and 17, to a corner on the aforesaid no name slough, THENCE Northerly meandering along said slough to the point of beginning; the distances along the East and West lines of this reserved tract being sufficient so that the whole of the tract shall contain 160 acres. Bounded: Northerly by Acadia Development Company, Inc.; Southerly by the other lands of said lessors; Easterly by the Texas Company; Westerly by A. H. Hebert, now or formerly.

IN FAITH WHEREOF, this instrument is executed in multiple original copies effective as of the 24 day of October, 1955, in the presence of the undersigned competent witnesses.

/s/ MRS. MARTHA MANNING FLANDERS, individually, as as Natural Tutrix for the minors, Mary Catherine Flanders, Martha Anne Flanders, and Bert Flanders, III.
WITNESSES: /s/ ADA E. KAHN _____, JULIA DILLON

STATE OF LOUISIANA)
PARISH OF ORLEANS)

On this 24 day of October, 1955, before me personally came and appeared Mrs. Martha Manning Flanders, acting individually in her own behalf and as Natural Tutrix of her minor childern, Mary Catherine Flanders, Martha Anne Flanders and Bert Flanders, III, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed same as her free act and deed, and for the purposes therein expressed.

/s/ C. ELLZ J. JOHNSON NOTARY PUBLIC

FILED: NOVEMBER 2 A. D. 1955 AT: 11:00 A. M.
RECORDED: NOVEMBER 2 A. D. 1955 FILE NO: 227337. CLERK & EX OFFICIO RECORDER

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/s/ M. N. STAFFORD, M. N. STAFFORD, JR., W. H. ADAMS

WITNESSES: to all sigatures: /s/ LEE J. BALL, OCEOLA JONES

PROOF BY WITNESS

STATE OF LOUISIANA)
)
PARISH OF JEFFERSON DAVIS)

Before me, the undersigned authority, this day personally appeared Lee J. Ball to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows W. H. Adams, M. N. Stafford and M. N. Stafford, Jr., the grantors named in said instrument, to be the identical persons described therein, and who executed the same, and saw them sign the same as their voluntary act and deed, and that he, the said Lee J. Ball Subscribed his name to the same at the same time as an attesting witness.

/s/ LEE J. BALL

Sworn to and subscribed before me, this 27th day of August, 1955.

/s/ MIRIAM R. ROBBINS Notary Public in and for Jefferson Davis Parish, SEAL

FILED: NOVEMBER 22 A. D. 1955 AT: 3:00 P. M.
RECORDED: NOVEMBER 22 A. D. 1955 FILE NO: 227727. CLERK & EX OFFICIO RECORDER

ROSA BOUDREAUX ET AL

T O

AMERICAN LA. PIPELINE CO.

RIGHT OF WAY

STATE OF LOUISIANA :
: A GRANT OF EASEMENT
PARISH OF JEFFERSON DAVIS :

THIS AGREEMENT made and entered into by and between ROSA BOUDREAUX, born Castex, widow of Adolph C. Boudreaux deceased; MARK A. BOUDREAUX, married to and abiding with Berniece Foreman; both residents of the Parish of Acadia Parish, Louisiana, BEULAH BLANCHE BOUDIER, born Boudreaux, married to and abiding with Floyd J. Boudier; CASTEX M. BOUDREAUX, married to and abiding with Lydia Boudreaux, born McBride; JAMES L. BOUDREAUX, married to and abiding with Adeline Boudreaux, born Cormier; all residents of Calcasieu Parish, Louisiana, MRS. OZELLA JOHNSON, born McCain, widow of Albert Sidney Johnson, Sr., deceased, herein represented by her duly appointed and authorized agent and Attorney in Fact, Raymond Bruce, as will appear by reference to original instrument or appointment dated February 23, 1955, filed under No. 222026, and recorded in Book 191 at page 513, of the Conveyance Records of Jefferson Davis Parish, Louisiana; MRS. GRACE MILLER, born Johnson, widow by divorce of Ralph M. Miller; MRS. ORA MIGUEZ, born Johnson, wife of Adam Miguez; ALBERT SIDNEY JOHNSON, JR., married to and abiding with Marvel Andrus; OGDEN W. JOHNSON, married to and abiding with Mamie Clark; all residents of Jefferson Davis Parish, Louisiana, and WORRDLL B. JOHNSON married to and abiding with Dora Cary; a resident of the Parish of Acadia, Louisiana; all together hereinafter referred to as "Grantor", and AMERICAN LOUISIANA PIPE LINE COMPANY, a Delaware corporation, herein represented by and acting though Robert D. McClintock, its duly authorized Vice President, said corporation being hereinafter referred to as "Grantee", as follows, to-wit:

WHEREAS, grantor is the owner of the following described property, situated in the Parish of Jefferson Davis, State of Louisiana, described as follows, to wit:

All Section 39, Township 10 South, Range 3 West; less that part lying West of the East line of Section 14, Township 10 South, Range 3 West, and less parts previously sold.

WHEREAS, grantee desires to acquire of grantor the right to lay, maintain, inspect, alter repair, operate and remove a pipe line for the transportation of oil, gas, water or other fluids and substances, under and across the hereinabove described land, and grantor desires to grant such easement to grantee on the terms and conditions hereinafter expressed:

NOW THEREFORE, for and in consideration of the sum of Four Hundred Seventy three and 28/10

($473.28) Dollars, cash in hand paid, receipt of which is acknowledged, Grantor does hereby grant unto Grantee the right to lay, maintain, inspect, alter, repair, operate and remove a pipe line for the transportation of oil, gas, water or other fluids and substances under and across the said land hereinabove described. The route and course of the said pipe line across the said land is shown on the plat attached hereto, made a part hereof, and marked "Exhibit A".

There is included in this transfer the rights of ingress, egress and regress to and from said line for the purposes aforesaid, but limited to the right of way herein granted. Grantor retains and shall have the right fully to use and enjoy the above described land except as to the right of easement heretofore granted unto Grantee, including the right to farm the surface of the land along the route of said pipe line; and grantee agrees to pay grantor for any damages that may arise to land, crops, pasture, timber, canals, levee system, private roadways, fencing animals, or buildings of grantor/or otherwise to grantor from the exercise by grantee of the rights herein granted.

As additional consideration for the grant of this easement, grantee agrees:

(1) That said pipe line shall be buried at least twenty four (24) inches below the surface of the ground, measured from the surface of the ground to the top of the pipe.

(2) No. Valves, fittings, meters and other equipment shall be installed on or in connection with the said pipe line without the written consent of the grantor; and no installations whatsoever shall be made above ground.

(3) Whenever the said pipe line shall run under or below any large drainage ditch, whether natural or artificial, said pipe line shall be buried at least five (5) feet below the bottom of said drainage ditch.

(4) It is contemplated that if drainage ditches, irrigation canals or navigation canals are constructed on an easement that might be granted to any individual, corporation or political subdivision of the State of Louisiana, Parish of Jefferson Davis, or to the United States Government across the tract of land hereinabove described, and that such easement shall encounter and cross the easement herein granted to grantee, then and in that case, the grantee agrees that it will bury its pipe line at least five (5) feet below the bottom of said drainage ditch, irrigation canal or navigation canal.

(5) In the event there should be built a barge canal, the pipe line company will comply with Federal and State regulations, as well as ownership regulations.

(6) Grantee agrees and binds itself not to lay the said pipe line closer than 200 feet to any dwelling; and immediately after the laying of said line to level said land to the same topographical condition as existed at the time of the granting of this easement.

(7) In case of the abandonment and/or the expiration of this grant of easement for any cause or reason whatsoever, grantee or its assigns agrees to recondition the surface of the grant of easement similar to its original condition before use, such reconditioning must meet the approval of grantor herein.

(8) The easement herein granted is limited to a width of 75 feet.

(9) That this grant is limited to one pipe line as herein described, and for the use herein provided.

(10) That grantee, before severing or cutting grantor's fence or fences at each point where the same is to be severed or cut, will first staunchly cross brace the two panels, the one immediately on either side to the point of severance, so as to prevent unnecessary sag to the remaining portion of grantor's fence or fences.

(11) This grant is made subject to any and all previous rights of way and/or servitudes, oil, gas, mineral lease or leases and mortgage or mortgages, if any, prevently affecting said above described property, and grantee agrees that the exercise by it of this [illegible]

(12) Grantee will bore under Grantor's irrigation canal at the points of intersection of the said pipe line with said canal on the right of way herein granted so that at least 5 ft. clearance will exist between the top side of the pipe or casing and the bottom of Grantor's canal, and will conduct such boring and installation endeavors so as not to interrupt or interfere with grantor's use of said canal in grantor's irrigation program.

(13) In the event of the non use of this pipe line after construction by grantee, its successors or assigns, for a period of twenty four (24) months, this easement shall be considered as being abandoned, and grantee shall have ninety (90) days in which to remove from the land all pipe and other equipment placed thereon.

It is well understood and agreed by and between the parties hereto that grantee is fully liable for all legally assessable injury to persons or property, including public liability, resulting from the construction, maintenance and operation of the pipe line over and across the hereinabove described land, which liability is in addition to that already assumed hereinabove.

Public liability as defined herein applies but not with limitations to any/all public and private claims. To be included herein are any claims whatsoever as a result of death/deaths and/or personal injury to any person/persons attributed directly or indirectly by operations of grantee or his assigns or his/their contractors on the property described herein under the rights of this grant of easement.

This is the grant of an easement and not the grant of the fee title to any land. Consequently, no oil, gas or other minerals and no oil, gas or mineral rights are involved in this transaction, and grantee well understands that it has no right to explore or develop the mineral possibilities on the land occupied by its pipe line or the right to grant such privile to others.

The provisions hereof shall enure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and assigns.

It is understood that the person securing this grant is without authority from Grantee to make any agreements with respect to the subject matter hereof which are not expressed herein, and this instrument contains the entire contract between the parties.

A portion of the land covered by this agreement is presently planted in rice which will not mature and be harvested before fall, therefore the grantee shall not commence the construction of its pipe line on the property before October 1, 1955, unless the current rice crop thereon shall have been harvested prior to said date.

It is acknowledged, understood and agreed by all parties hereto that this grant and easement shall be fully effective as to the interest owned by each of grantors who executes this instrument whether or not the same is signed by all of the parties herein named as grantors, each party signing acknowledging that he has received his or her respective share of the consideration herein provided for the whole grant.

IN TESTIMONY WHEREOF grantors, Rosa Boudreaux, Mark A. Boudreaux and Worrell B. Johnson have executed this grant of easement at Mermentau, Louisiana, in the presence of the undersigned competent witnesses, on this the 9th day of September, A. D., 1955.

/s/ ROSA BOUDREAUX, MARK A. BOUDREAUX, WORRELL B. JOHNSON

WITNESSES: /s/ LEE J. BALL, W. DALNEY SMITH

IN TESTIMONY WHEREOF grantors Beulah Blanche Boudier, Castex M. Boudreaux and James L. Boudreaux have executed this grant of easement at LakeCharles, Louisiana, in the presence of the undersigned competent witnesses on this the 10th day of September, A. D., 1955.

/s/ BEULAH BLANCHE BOUDIER, CASTEX M. BOUDREAUX, JAMES L. BOUDREAUX

WITNESSES: /s/ LEE J. BALL, W. DALNEY SMITH

IN TESTIMONY WHEREOF Grantors, Mrs. Ozella Johnson, acting herein through her said agent Raymond Bruce, Mrs. Grace Miller, Mrs. Ora Miguez, Albert Sidney Johnson, Jr., have executed this grant of easement at Jennings, Louisiana, in the presence of the undersigned competent witnesses, on this the 10 day of September, A. D., 1955.

MRS. OZELLA JOHNSON BY /s/ RAYMOND BRUCE, - Agent

/s/ MRS. GRACE MILLER, MRS. ORA MIGUEZ, ALBERT SIDNEY JOHNSON, JR.

WITNESSES: /s/ LEE J. BALL, W. DALNEY SMITH

IN TESTIMONY WHEREOF Grantor Ogden W. Johnson has executed this grant of easement at Welsh, Louisiana, in the presence of the undersigned competent witnesses, on this the 10 day of September, A. D., 1955.

/s/ OGDEN W. JOHNSON

WITNESSES: /s/ LEE J. BALL, W. DALNEY SMITH

AMERICAN LOUISIANA PIPE LINE COMPANY has executed this act at Detroit State of Michigan in the presence of the undersigned competent witnesses, as of the 30th day of September, A. D., 1955.

AMERICAN LOUISIANA PIPE LINE COMPANY BY /s/ ROBERT D. McCLINTOCK SEAL

WITNESSES: /s/ JOHN M. RADY, M. S. TRIMBLE

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

BEFORE ME, the undersigned authority, this day personally appeared Lee J. Ball to me personally known to be the identical person whose nameis subscribed to the foregoing instrument as an attesting witness, who being first duly sworn on his oath says: That he subscribed his name tothe foregoing instrument as a witness,and that he knows Rosa Boudreaux, Mark A. Boudreaux Beulah Blanche Boudier, Castex M. Boudreaux, James L. Boudreaux, Mrs. Ozella Johnson by Raymond Bruce, Agent, Mrs. Grace Miller, Mrs. Ora Migeuz, A. S. Johnson, Jr., Ogden W. Johnson and Worrel B. Johnson, the grantors named in said instrument, to be the identical persons described therein and who excuted the same, and saw them sign the same as their voluntary act and deed, and that he, the said Lee J. Ball subscribed his name to the same at the same time as an attesting witness.

/s/ LEE J. BALL

SWORN TO AND SUBSCRIBED before me, this 12 day of September, 1955, at Jennings, Louisiana.

/s/ H. O. LESTAGE, JR

Notary Public

Whose full name is Henry Oscar Lestage, Jr.

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$.55 U. S. DOCUMENTARY STAMPS ATTACHED TO ORIGINAL AND CANCELLED.

Plat attached to original but not recorded.

FILED: NOVEMBER 22 A. D. 1955 AT: 3:00 P. M.

RECORDED: NOVEMBER 22 A. D. 1955 FILE NO: 227728. CLERK & EX OFFICIO RECORDER

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Before me, the undersigned authority, this day personally appeared J. W. Laughlin, Jr. who, on oath, says he saw the maker of the foregoing deed sign it, for the purposes and considerations therein set forth, and he and Alberta Miller, signed it as attesting, witnesses, and now recognizes all the signatures thereto to be true and genuine.

/s/ J. W. LAUGHLIN, JR.

Sworn to and subscribed before me this 9th day of May, A.D., 1956.

/s/ MRS. GRACE H. LINSCOMB, Notary Public SEAL

FILED: MAY 14 A.D., 1956 AT: 8:00 A.M.

RECORDED: MAY 14 A.D., 1956 FILE NO: 231517 CLERK & EX OFFICIO RECORDER.

TIDE WATER ASSOCIATED OIL CO.

TO

TIDEWATER OIL COMPANY

CHANGE OF NAME

NOTICE OF CHANGE OF CORPORATE NAME

KNOW ALL MEN BY THESE PRESENTS:

That I, the undersigned, ROBERT O. KOCH, Assistant Secretary of TIDEWATER OIL COMPANY, a Delaware corporation, hereby certify that at the annual meeting of the stockholders of Tide Water Associated Oil Company, held in New York, New York, May 3, 1956, pursuant to notice thereof, the Articles of Incorporation of Tide Water Associated Oil Company were amended, changing the name of the corporation from Tide Water Associated Oil Company to Tidewater Oil Company; that a Certificate of Amendment was thereafter, on May 3, 1956, filed with the Secretary of State of the State of Delaware and on the same date recorded in New Castle County, Delaware, the County of record of the original Certificate of Incorporation of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation on this 4th day of May, 1956.

/s/ ROBERT O. KOCH,

ASSISTANT SECRETARY

TIDEWATER OIL COMPANY

SEAL

THE STATE OF TEXAS:

COUNTY OF HARRIS:

On this 4th day of May, 1956, before me appeared ROBERT O. KOCH, to me personally known, who, being by me duly sworn, did say that he is the Assistant Secretary of Tidewater Oil Company and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Robert O. Koch acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal of office on this the date in this certificate above written.

/s/ MARGARET AUSTIN,

NOTARY PUBLIC IN AND FOR HARRIS COUNTY TEXAS

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FILED MAY 15 A. D. 1956 AT: 8:00 A.M.

RECORDED MAY 15 A. D. 1956 FILE NO. 231523 CLERK & EX OFFICIO RECORDER

221/334

SUN OIL COMPANY

T O

MADALINE M. ANDRUS

RELEASE

RELEASE OF LEASE

NO. 62,459, (65,024)

KNOW ALL MEN BY THESE PRESENTS: SUN OIL COMPANY, for and in consideration of One dollar to it paid, the receipt of which is acknowledged, does hereby release all its rights under the oil, gas and mineral lease from MADALINE M. ANDRUS, as lessor, to William A. Rose as lessee, dated 12/22/52, and covering lands fully described in said lease which is recorder in File 206419, Book or volume 169, page 377, of the records of Jefferson Davis Ph., State of Louisiana, reference to which is hereby made, and does hereby declare all its rights under said lease relinquished.

IN TESTIMONY WHEREOF, witness the signature of Sun Oil Company, on this the 10th day of January, A. D., 1958.

SUN OIL COMPANY BY /s/ DONELSON CAFFERY Agent and attorney in fact.

WITNESSES: /s/ GLENDA MAYES, VIRGINIA WATSON

THE STATE OF TEXAS

COUNTY OF JEFFERSON

On this 27th day of January, 1958, before me appeared Donelson Caffery, to me personally konwon, who being by me duly sworn did say that he is Agent and attorney in fact, and the the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and the said Donelson Caffery acknowledged said instrument to be the free act and deed of said coporation.

WITNESS my official signature at Beaumont, Texas, on the day, month and year first above written.

/s/ RUTH BRAMMER Notary Public in and for Jefferson County, State of Texas. SEAL

FILED: FEBRUARY 4 A. D. 1958 AT: 4:00 P. M.

RECORDED: FEBRUARY 4 A. D. 1958 FILE NO: 244246. CLERK & EX OFFICIO RECORDER.

MARSHALL R. YOUNG ET AL

T O

ALBERT SIDNEY JOHNSON ET AL

RELEASE

RELEASE OF OIL, GAS AND MINERAL LEASE

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

REFERENCE is hereby made to that certain oil, gas and mineral lease, dated May 12, 1945, recorded in the conveyance records of Jefferson Davis Parish in Book 110 at page 522, et seq., File No. 149166; and all amendments, extensions, assignments and partial releases of said hereinabove referred to oil, gas and mineral lease. Said lease was granted by Albert Sidney Johnson and Adolphe J. Boudreaux, joined by his wife, Mrs. Rosa Castex Boudreaux, as lessors, in favor of M. N. Stafford, as lessee, covering the following described lands, situated in Jefferson Davis Parish, Louisiana, to wit:

1145.35 acres, more or less, being (a) section 39 in Township 10 South of Range 3 West, Louisiana Meridian, except that portion lying in triangular form west of the East boundary line of section 14 if extended through said section 39, (b) Lot 2 of Fractional Section 13 in township 10 South, of Range 3 West, Louisiana Meridian, (c) Section 17 in Township 10 South of Range 2 West, Louisiana Meridian, except the 328 acres, more or less of Swamp Timberland lying in the Eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of

survey made by E. J. Mead, C. E., dated in 1921, it being understood, however, that there is included in this lease two tracts of prairie land along the north line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres more or less, which two tracts were not included in the aforesaid sale to A. Alston & Co., and (d) section 18 in Township 10 South, of Range 2 West of the Louisiana Meridian, lying between the southeast corner of the aforedescribed Section 39 on the west and the Mermentau River on the east, all as per plat showing the property herein leased, attached to the act. No. 81759 by which the lessors purchased the said property from Jean Castex, Jr., and which is recorded in Jefferson Davis Parish, Louisiana. THERE IS EXCEPTED from the above description and from this lease that certain tract of land comprising 10 acres, more or less, situated in Section 18, Township 10 South, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by lessors herein to Fred Shutts by deed dated March 6, 1936, recorded in conveyance Book 66, page 101, of the records of Jefferson Davis Parish, La., and more particularly described in said deed.

AND WHEREAS, under date of March 5, 1954, the undersigned owners did execute a partial release of the said lease saving and excepting therefrom a parcel of land hereinbelow described and containing 160 acres, which instrument of release was delivered to the then owner of the land and by them duly recorded in the conveyance records of Jefferson Davis Parish, Louisiana, and

WHEREAS, the said lease and the rights thereto, insofar as said lease covers the lands hereinbelow described, are now owned by the undersigned interest owners;

NOW, THEREFORE, we, the undersigned present owners of said lease, or portion thereof, for good and valuable considerations, the receipt and adequacy whereof is hereby acknowledge do hereby release,relinquish and surrender all of our remaining right, title and interest in and to the aforesaid lease, unto the present owner or owners, being heirs, successors or assigns of the said Albert Sidney Johnson and Adolphe C. Boudreaux, releasing and surrendering by these presents the following described tract, to wit:

BEGINNING at a corner established by E. J. Mead, C. E., in a survey made in connection with the sale by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, said corner being on the north line of Irregular Section 17. T10S, R2W on no name slough, THENCE northwest along the north line of said section 17 to the most northerly corner, thence continuing northwest along the north lineof Irregular section 39, T10S, R3W, to the most northerly northwest corner of said section 39, thence Southwest along the west line of section 39 to a corner established by this 160 acre reservation, thence southeasterly on a line parallel with the north lines of sections 39 and 17, to a corner on the aforesaid no name slough, thence northerly meandering along said slough to the point of beginning; the distances along the east and west lines of this reserved tract being sufficient so that the whole of the tract shall contain 160 acres. Bounded northerly by Acadia Development Company, Inc., southerly by the other lands of said lessors, easterly by the Texas Company, westerly by A. H. Hebert, now or formerly.

It is the intention of the undersigned releasors, and they do by these presents, release all of their remaining right, title and interest in and to the above described lease whether or not the remaining tract is accurately hereinabove described.

IN FAITH WHEREOF, this instrument is executed by the undersigned owners this 16th day of September, 1957, in the presence of the undersigned competent witnesses.

/s/ MARSHALL R. YOUNG WITNESSES: /s/ EVELYN BELL, R. E. WARD

/s/ CLYDE ALEXANDER WITNESSES: /s/ A. M. EARL, CATHERINE E CAMPBELL

/s/ MRS. R. S. VAN WERT /s/ A. M. EARL, CATHERINE E. CAMPBELL

/s/ FRED W. BATES /s/ R. B. EMERSON, KENNETH L. DIXON

/s/ DREW CORNELL /s/ R. B. EMERSON, KENNETH L. DIXON

/s/ JAY B. WHARTON, JR /s/ R. B. EMERSON, KENNETH L. DIXON

/s/ MARK W. MITCHELL /s/ R. B. EMERSON, KENNETH L. DIXON

/s/ ROBERT R. COPELAND /s/ R. B. EMERSON, KENNETH L. DIXON

/s/ PAUL MONTGOMERY /s/ R. B. EMERSON, KENNETH L. DIXON

/s/ JOSEPH M. JONES /s/ JOY ANN ALLGOOD, ISALEL HEBERT

/s/ J. MORT WALKER, JR /s/ FELIDE OUBRE, R. NELSON TEMPLEMAN

/s/ ELMER D. FLANDERS /s/ LYNN GOODNGNE, MINNIE E. DRANE

/s/ M. N. STAFFORD /s/ BONNIE PITTS, J. D. NORMAN

/s/ H. B. TIETJE /s/ BONNIE PITTS, J. D. NORMAN

/s/ M. N. STAFFORD, JR. /s/ BONNIE PITTS, J. D. NORMAN

/s/ WALTER GRAPES /s/ ROGER B. EMERSON, KENNTH L. DIXON

/s/ MRS. MARTHA MANNING FLANDERS Individually and as Natural Tutrix for the minors, Mary Catherine Flanders, Martha Anne Flanders and Bert Flanders, III. /s/ ADA E. KAHN KORFF, LILLIAN WAISAND

TENNESSEE GAS TRANSMISSION COMPANY
BY /s/ WILTON E. SCOTT Vice President SEAL /s/ J. S. WASMAN, JOHN R. HUDMAN
ATTEST: /s/ A. ALVERSON Assistant Secretary

CONTINENTAL NATIONAL BANK OF FORT WORTH
BY /s/ EDWARD E. STOCKER Vice President
ATTEST: /s/ BARRY F. HALL Asst. CashierSEAL /s/ JEANETTE GOBER, R. F. FITZGERALD.

THE STATE OF TEXAS }

COUNTY OF TARRANT }

On this 19th day of September, 1957, before me personally came and appeared Marshall R. Young, to me known to be the person described in and who executed the foregoing instrument and acknowledged that the executed the same as his free act and deed, and for the purposes therein expressed.

/s/ DENNY L. DEERE Notary Public in and for Tarrant County, Texas. SEAL

THE STATE OF TEXAS }

COUNTY OF DALLAS }

On this 4th day of December, 1957, before me personally came and appeared Clyde Alexander to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, and for the purposes therein expressed.

/s/ MILTON A. LOCKWILL Notary Public in and for Dallas County, Texas. SEAL

THE STATE OF TEXAS }

COUNTY OF DALLAS }

On this 4th day of December, 1957, before me personally came and appeared Mrs. Rose S. Van Wert, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed, and for the purposes therein expressed.

/s/ MILTON A. LOCKWILL Notary Public in and for Dallas County, Texas SEAL

STATE OF LOUISIANA }

PARISH OF LAFAYETTE }

On this 23rd day of September, 1957, before me personally came and appeared Fred W. Bates, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, and for the purposes therein expressed.

/s/ ROSALIE E. PETERSON NOTARY PUBLIC

STATE OF LOUISIANA ⟩

PARISH OF LAFAYETTE ⟩

On this 23rd day of September, 1947, before me personally came and appeared Drew Cornell to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, and for the purposes therein expressed.

/s/ ROSALIE E. PETERSON NOTARY PUBLIC SEAL

STATE OF LOUISIANA ⟩

PARISH OF LAFAYETTE ⟩

On this 23rd day of September, 1957, before me personally came and appeared Jay B. Wharton Jr., to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, and for the purposes therein expressed.

/s/ ROSALIE E. PETERSON NOTARY PUBLIC SEAL

STATE OF LOUISIANA ⟩

PARISH OF LAFAYETTE ⟩

On this 23rd day of September, 1957, before me personally came and appeared Mark W. Mitchell, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed thesame as his free act and deed, and for the purposes therein expressed.

/s/ ROSALIE E. PETERSON NOTARY PUBLIC SEAL

STATE OF LOUISIANA ⟩

PARISH OF LAFAYETTE ⟩

On this 23rd day of September, 1957, before me personally came and appeared Robert R. Copeland to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, and for the purposes therein expressed.

/s/ ROSALIE E. PETERSON NOTARY PUBLIC SEAL

STATE OF LOUISIANA ⟩

PARISH OF LAFAYETTE ⟩

On this 23rd day of September, 1957, before me personally came and appeared Paul Montgomery, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free actand deed, and for the purposes therein expressed.

/s/ ROSALIE E. PETERSON NOTARY PUBLIC SEAL

STATE OF LOUISIANA ⟩

PARISH OF ORLEANS ⟩

On this 24th day of September, 1957, before me personally came and appeared Joseph M. Jones, to me known to be theperson described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, and for the purposes therein expressed.

/s/ ROBERT B. ACOMB, JR. NOTARY PUBLIC SEAL

STATE OF LOUISIANA ⟩

PARISH OF ORLEANS ⟩

On this 24 day of September, 1957, before me personally came and appeared J. Mort Walker Jr., to me known to be theperson described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, and for the purposes therein expressed.

/s/ ROBERT A. ACOMB, JR. NOTARY PUBLIC SEAL

STATE OF LOUISIANA }
PARISH OF ORLEANS }

On this 24th day of September, 1957, before me personally came and appeared Elmer D. Flanders, to me known to be theperson described inand who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, and for the purposes therein expressed.

/s/ LOUIS W. McFALL, JR. NOTARY PUBLIC SEAL

STATE OF LOUISIANA }
PARISH OF JEFF DAVIS }

On this 12 day of Dec., 1957, before me personally came and appeared M. N. Stafford, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, and for the purposes therein expressed.

/s/ MIRIAM R. ROBBINS NOTARY PUBLIC SEAL

STATE OF LOUISIANA }
PARISH OF JEFF DAVIS }

On this 12 day of Dec., 1957, before me personally came and appeared H. B. Tietje, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, and for the purposes therein expressed.

/s/ MIRIAM R. ROBBINS NOTARY PUBLIC SEAL

STATE OF LOUISIANA }
PARISH OF JEFF DAVIS }

On this 12 day of Dec., 1957, before me personally came and appeared M. N. Stafford, Jr., to me known to be the person described in and who executed theforegoing instrument and acknowledged that he executed the same as his free act and deed, and for the purposes therein expressed.

/s/ MIRIAM R. ROBBINS NOTARY PUBLIC SEAL

STATE OF LOUISIANA }
PARISH OF LAFAYETTE }

On this 23rd day of September, 1957, before me personally came and appeared Walter Grapes to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, and for the purposes therein expressed.

/s/ ROSALIE E. PETERSON NOTARY PUBLIC SEAL

STATE OF LOUISIANA }
PARISH OF ORLEANS }

On this 7 day of October, 1957, before me personally came and appeared Mrs. Martha Manning Flanders, acting individually in her own behalf and as Natural Tutrix of her minor childern, Mary Catherine Flanders, Martha Anne Flanders and Bert Flanders, III, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed, and for the purposes therein expressed.

/s/ E. ELLIS HENICAN NOTARY PUBLIC SEAL

THE STATE OF TEXAS }
COUNTY OF HARRIS }

On this 21 day of December, 1957, before me appeared Wilton E. Scott, to me personally known, who being by me duly sworn, did say that he is the Vice President of Tennessee Gas Transmission Company, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said Wilton E. Scott acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my official signature and seal at Houston, Texas, on the day, month and year first above written.

/s/ FRANCES C. FOOTE NOTARY PUBLIC SEAL

THE STATE OF TEXAS)
COUNTY OF TARRANT)

On this 2nd day of December, 1957, before me appeared Edward E. Stocker, to me personally known, who being by me duly sworn, did say that he is the Vice President & Senior Trust officer of Continental National Bank of Fort Worth, and that said instrument was signe on behalf of said corporation by authority of its Board of Directors and said Edward E. Stocker acknowledged said instrument to be the free act and deed of said corporation.

Witness my official signature and seal at Fort Worth, Texas, on the day, month and yea first above written.

/s/ ODIS COLEMAN Notary Public in and for Tarrant County, Texas. SEAL

FILED: FEBRUARY 4 A. D. 1958 AT: 4:00 P. M.

RECORDED: FEBRUARY 4 A. D. 1958 FILE NO: 244247. CLERK & EX OFFICIO RECORDER.

AUSTRAL OIL EXPLORATION CO INC

T O

IGNACE VALDETERO.

RELEASE

RELEASE OF OIL AND GAS LEASE

THE STATE OF LOUISIANA)
) KNOW ALL MEN BY THESE
PARISH OF JEFFERSON DAVIS) PRESENTS:

THAT AUSTRAL OIL EXPLORATION COMPANY INCORPORATED for and in consideration of the full and final release of all obligations of the lessee and the lessee's assigns, expressed or implied, accrued and unaccured, under and by virtue of that certain oil, gas and mineral lease hereinafter described does hereby release, relinquish and surrender to IGNACE VALDETERO, his heirs or assigns, all right, title and interest in and to a certain oil, gas and mineral lease made and entered into by and between Ignace Valdetero, as lessor, and J. G. Josefson as lessee, dated the 18th day of December, 1952, insofar as said lease cover s and includes the following described land in the Parish of Jefferson Davis and State of Louisiana, to wit;

22 acres out of Sections 26 and 27, T 10 S, R 3 W.

said lease being recorded in the office of the Clerk of Court in and for said Parish, in Book 169, at page 198, under Entry No. 206094 of conveyances.

IN WITNESS WHEREOF, the undersigned owner and releasor has signed this instrument this 29th day of January, 1958.

AUSTRAL OIL EXPLORATION COMPANY INCORPORATED BY /s/ ROBERT MOEHLMAN Executive Vice President

WITNESSES: /s/ JAMES H. RCHOGGINS, ROLAND E. SPEYER

ATTEST: /s/ THOMAS BREMAN Assistant Secretary SEAL

THE STATE OF TEXAS

COUNTY OF HARRIS

ON THIS 3rd day of February, 1958, before me appeared Robert S. Moehlman to me personally known, who being by me duly sworn did say that he is the Executive Vice President of Austral Oil Exploration Company Incorporated, a Delaware corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalfof said corporation by authority of its Board of Directors, and the said Robert S. Moehlman acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal of office on this the date in this certificate above writ

222/318

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ELLIOTT H. POWERS, known to me to be the pesson and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said UNION OIL AND GAS CORPORATION OF LOUISIANA, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of March, A.D., 1958.

/s/ M. BERNICE DWYER,

Notary Public in and for

Harris County, Texas.

SEAL

Filed: march 20, 1958 At: 3:00 A.M.

Recorded: March 20, 1958 File No.: 245106 CLERK & EX OFFICIO RECORDER

ROSA CASTEX BOUDREAUX ET AL /

T O

JAMES C. RUFFIN

L E A S E

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of March 5th, 1958, byand between ROSA CASTEX BOUDREAUX, widow of Adolph C. Boudreaux, a resident of Acadia Parish, Mailing address Mermentau, Louisiana; OZELLA McCAIN JOHNSON, widow of Albert Sidney Johnson, Sr., a resident of Jefferson Davis Parish, mailing address 1002 Church Street, Jennings, Louisiana; represented herein by her agent and attorney in fact, Raymond R. Bruce; MARK A. BOUDREAUX, married to Bernice Foreman, a resident of A adia Parish, mailing address Meremntau, Louisiana; MORRELL B. JOHNSON, married to dora Gary, a resident of Acadia Parish, mailing address box 111, Mermentau, Louisiana; EMULAH BIANCHE BOURDIER, born Boudreaux, married to Floyd J. Bourdier, a resident of Calcasieu Parish, mailing address 816 Lyons Street, Lake Charles, Louisiana; ALBERT SIDNEY JOHNSON, JR., married to Marvel Andrus, a resident of Jefferson Davis Parish, Mailing address 606 norton Street, Jennings, Louisiana; CASTEX M. BOUDREAUX, married to Lydia McBride, a resident of Calcasieu Parish, mailing address is 1313 10th Street, Lake Charles, Louisiana. GRACE JOHNSON MILLER, divorced from Ralph M. Miller, a resident ofJefferson Davis Parish, mailing address P.O.Box 782, Jennings, Louisiana; JAMES L. BOUDREAUX, married to Adeline Cormier, a resident of Calcasieu Parish, mailing address 3015 Deaton Street, Lake Charles, Louisiana; OGDEN W. JOHNSON, married to Hamie Clark, a resident of Jefferson Davis Parish, mailing address P.O.Box 162, Welsh, Louisiana; GRA JOHNSON MIGUEZ, WIFE OF Adam Miguez, a resident of Jefferson Davis parish, mailing address P.O. Box 782, Jennings, Louisiana. herein called lessor" (Whether one or more) and JAMES C. RUFFIN, husband of and residing with his first and only wife, Dorothy Petrus Ruffin, at 109 Sout hST. Louis St. Lafayette, Louisiana. hereinafter called "Lessee", witnesseth,that:

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of XXX 19XXX by and between XX

hereinafter called "Lessor" (whether one or more) and

hereinafter called "Lessee", witnesseth: XXX SIXTEEN THOUSAND AND NO/100------

Lessor, in consideration of the sum of ($ 16000.00),
hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder or in connection with similar operations on adjoining land, and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in

JEFFERSON DAVIS Parish, Louisiana, and described as follows, to-wit:

160.00 acres of land, more or less, lying and being situated in Section 39, Township 10 South, Range 3 West and Section 17, Township 10 South, Range 2 West, Jefferson Davis Parish, State of Louisiana, and being more fully described as follows, to-wit:

Beginning at a corner established by E. J. Mead, C.E. in a survey made in connection with the sale by Jean Castex and others to A. S. Alston & Co. on February 16, 1922, saidcorner being on the north line of Irregular Section 17, Township 10 South, Range 2 West on No Name Slough, Tence northwest along the north line of said section 17 to the more northerly corner, Thence continuing northwest along the north line of Irregular Section 39, Township 10 South, Range 3 West to the most northerly northwest corner of said Section 39, Thence southwest along the west line of Section 39 to a corner established by this 160 acre reservation, Teence southeasterly on a line parallel with the North lines of Sections 39 and 17, to a corner on the aforesaid No Name Slough., Thence northerly meandering abng said alough to the point of beginning; the distances along the east and west lines of this reserved tract being sufficient so that the whole of the tract shall contain 160.00 acres. Bounded now or formerly as follows: On the North by Acadia Development Company, Inc., On the South by other lands of the Lessors; On the East by The Texas Company; and on the west by A. B. Hebert. This being the same lands released by Marshall R. Young, et al, by Act of RElease dated September 16, 1927, recorded in Book 221, at page 224, of the Conveyance Records of Jefferson Davis Parish, Louisiana.

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise acres, whether it actually comprises more or less.

This lease shall be for a term of Five (5) years and No (00) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on March 5th, 19 59, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of Fifty and N /100 ---------- Dollars ($ 50.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods Fifty and No/100 ---------- Dollars ($ 50.00) per acre for all or that part of the land held hereunder. Payments may be made to the Lessor or may be mailed or delivered for deposit to Lessor's credit in the Calcasieu Marine National Bank of Lake Charles, Jennings Br. Jennings, Louisiana Bank at Jennings, Louisiana which Bank or its successor shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall be reduced proportionately, according to acreage. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each well then producing or being drilled or worked on, such forty acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary term such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rentals shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages to crops caused by Lessee's operations. and at termination of lease restore premises to as good condition as possible

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall not affect the rights of others.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

STATE OF
PARISH (OR COUNTY) OF

On this day of 19 , before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed.

Notary Public.

STATE OF
PARISH (OR COUNTY) OF

On this day of 19 before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed.

Notary Public.

STATE OF LOUISIANA
PARISH OF

BEFORE ME, the undersigned Notary Public, on this day personally appeared

who, being by me duly sworn, stated under oath that was one of the subscribing witnesses to the foregoing instrument and that the same was signed by

(Lessor, as above mentioned) in presence and in the presence of the other subscribing witness.

SWORN TO AND SUBSCRIBED before me , 19

Notary Public in and for Parish, Louisiana.

STATE OF LOUISIANA
PARISH OF

BEFORE ME, the undersigned Notary Public, on this day personally appeared

who, being by me duly sworn, stated under oath that was one of the subscribing witnesses to the foregoing instrument and that the same was signed by

(Lessor, as above mentioned) in presence and in the presence of the other subscribing witness.

SWORN TO AND SUBSCRIBED before me 19

Notary Public in and for Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF
PARISH (OR COUNTY) OF

BEFORE ME, the undersigned authority, this day personally appeared

to me personally known, who, being by me duly sworn did say that he is the

of and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.

SWORN to and subscribed before me, this day of 19

Notary Public in and for Parish, (or County)

ENDORSED: Filed for record at o'clock A. D., 19

RECORDED: The day of A. D., 19

(Signed)

Dy. Clerk of Court and Ex-Officio Recorder.

/s/ ROSA CASTEX BOUDREAUX WITNESSES: /s/ RUTH PETERS
/s/ FRED M. SMITH

/s/CZELLA McCAIN JOHNSON BY
/s/ RAYMOND BRUCE ATTY-IN-FACT /s/ RUTH PETERS
/s/ FRED M. SMITH

/s/ MARK A BOUDREAUX /s/ RUTH PETERS
/s/ FRED M. SMITH

/s/ WORRELL B. JOHNSON /s/ RUTH PETERS
/s/ FRED M. SMITH

/s/ BEULAH BLANCHE BOURDIER /s/ RUTH PETERS
/s/ FRED M. SMITH

/s/ ALBERT SIDNEY JOHNSON, JR. /s/ RUTH PETERS
/s/ FRED M. SMITH

/s/ CASTEX M. BOUDREAUX /s/ RUTH PETERS
/s/ FRED M. SMITH

/s/ GRACE JOHNSON MILLER /s/ RUTH PETERS
/s/ FRED M. SMITH

/s/ JAMES L. BOUDREAUX, /s/ RUTH PETERS
/s/ FRED M. SMITH

/s/ OGDEN W. JOHNSON /s/ RUTH PETERS
/s/ FRED M. SMITH

/s/ ORA JOHNSON MIGUEZ /s/ RUTH PETERS
/s/ FRED M. SMITH

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

BEFORE ME, the undersigned Notary Public, on this day personally appeared Ruth Peters, who being by me duly sworn, stated under oath that she was one of the subscribing wtinneses to the foregoing instrument and that the same was signed by Rosa Castex Boudreaux Czella McCain Johnson, Mark A. Boudreaux, Worrell B. Johnson, Beulah Blanche Bourdier, Albert Sidney Johnson, Jr., Castex M. Boudreaux, Grace Johnson Miller, James L. Boudreaux, Ogden W. Johnson and Ora Johnson Miguez (Lessor as above mentioned) in her presence and in the presence of Fred M. Smith the other subscribing witness.

/s/ RUTH PETERS.

SWORNT O AND SUBSCRIBDD before me at Jennings, Louisiana, March 5th, 1958.

/s/ HERSCHEL N. KNIGHT, Notary Public in andfor Jefferson Davis Parish, Louisiana. SEAL

Filed: March 20, 1958 At: 8:00 A.M.

Recorded: March 20, 1958 File No: 245110 CLERK & EX OFFICIO RECORDER

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EXECUTED this 7th day of March, 1958.

TIDEWATER OIL COMPANY

BY /s/ T. G. KELLIHER, Manager of Exploration S

ATTEST: E

/s/ CLYDE E. WILLBER, Assistant Secretary A

WITNESSES: L

/s/ BUCK JONES

/s/EUGENIA R. BELFORD

STATE OF TEXAS

COUNTY OF HARRIS:

On this 7th day of March, 1958, before me appeared T. G. Kelliher to me personally known, who being by me duly sworn, did say that he is the Manager of Exploration of TIDEWATER OIL COMPANY, a Delaware corporatin, and that the seal affixed to said instrument is the corporate seal of aaid corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said T. G. Kelliher acknowledged said instrument to be the free act and deed of said corporation.

Witness the hand and seal of office, on this the date in this certificate above written.

/s/ MAYME MATTHEWS, Notary Public in and for Harris County, Texas (SEAL)

Filed: March 20, 1958 At: 8:00 A.M.

Recorded: March 20, 1958 File No: 245108 CLERK & EX OFFICIO RECORDER

OZELLA McCAIN JOHNSON / T O / JAMES C. RUFFIN / RATIFICATION

STATE OF LOUISIANA

PARISHOF JEFFERSON DAVIS

KNOW ALL MEN HEREBY: That:

Reference is made to that certain oil, gas and mineral lease of March 5, 1958, executed by Ozella McCain Johnson, et al, as lessor, in favor of James C. Ruffin, as lessee, covering the following described lands in Jefferson Davis Parish, Louisiana, to-wit:

160.00 acres of land, more or less, lying and being situated in Section 39, Township 10 South, Range 3 West and Section 17, Township 10 South, Range 2 West, Jefferson Davis Parish, State of Louisiana, and being more fully described as follows, to-wit: Beginning at a corner established by E. J. Mead, C. E. in a survey made in connection with the sale by Jean Castex and others to A. S. Alston & Co. on February 14, 1922, said corner being on the north line of Irregular Section 17, Township 10 South, Range 2 West on No Name Slough, Thence Northwest along the north line of said section 17 to the most northerly corner, Thence continuing northwest along the north line of irregular Section 39, Township 10 South, Range 3 West to the most northerly northwest corner of said Section 39, THence southwest along the west line of Section 39 to a corner established by this 160 acre reservation, Thence southeasterly on a line parallel with the north lines of Sections 39 and 17, to a corner on the aforesaid No Name Slough, Thence northerly meandering along said slough to the point of beginning; the distances along the eastand west lines ofthis reserved tract being sufficient so that the whole of the tract shall contain 160.00 acres, Bounded now orformerly as follows: On the North by Acadia Development Company, Inc., ; On the EAst by The Texas Company; and on the West by A. H. Hebert. This being the same lands released by Marshall R. Young, et al, by Act of Release dated September 16, 1957, recorded in Book 221, at page 334, of the conveyance Records of Jefferson Davis Parish, Louisiana.

WHEREAS, Ozella McCain Johnson was represented therein by her agent and attorney-in-fa Raymond Bruce; and,

WGEREAS, some question has raised about the legal sufficiency of the power of attorney under which the said Raymond Bruce actedin signing and executing the above lease for and on behalf of the said Ozella McCain Johnson;

NOW, THEREFORE, in order to remove any and all questions concerning the legal sufficie of said power ofattorney, the said Ozella McCain Johnson does hereby ratify, adopt and confirm the said actions of the said Raymond Bruce in executing said lease for and on her behalf and does hereby ratify, adopt and confirm the said lease in all its terms and provisions to thesame extent as though the said Ozella McCain Johnson had executed said lease in proper person.

Signed this 12th day of March, 1958.

/s/ OZELLA McCAIN JOHNSON

WITNESSES:

/s/ RAYMOND BRUCE

/s/ C. W. SUNDAY

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority, personally came and appeared C. W. SUNDAY, who, after being duly sworn, did depose and say: That he was one of the subscribing witnesses to the above and foregoing instrument and that he saw the said Ozella McCain Johnson sign and execute same as her free and voluntary act and that he C.W. Sunday signed his name thereto along with the other subscribing witness.

/s/ C. W. SUNDAY, AFFIANT

SWORN TOAND SUBSCRIBED BEFORE ME THIS 13th DAY OF MARCH, 1958.

/s/ LAWRENCE E. DAVIDSON, JR., Notary Public

Filed: March 20, 1958 At: 8:00 A.M.

Recorded: March 20, 1958 File No: 245111 CLERK & EX OFFICIO RECORDER

&*&*&*

witness, who being first duly sworn, on her oath, says: That she subscriber her name to the foregoing instrument as a witness, and that she knows Rosa Castex Boudreaux, Mark A. Boudrea Worrell B. Johnson, Albert Sidney Johnson, Jr., Grace Johnson Miller, Ora Johnson Miguez, Ogden W. Johnson, Beulah Blanche Bourdier, Castex M. Boudreaux, James L. Boudreaux and Ozell McCain Johnson the Grantors named insaid instrument, to b ethe identical person described th in, add who executed thesame, and saw them sign the same as their voluntary act and deed, an that she, the said Ruth Peters subscribed her name to the same at the same time as an attest witness.

/s/ RUTH PETERS.

Sworn to and subscribed before me, this 5th day of March, 1958.

/s/ HERSCHEL N. KNIGHT, Notary Public in and for Jefferson Davis Parish, Louisiana.

FIled: March 20, 1958 At: 8:00 A.M.

Recorded: March 20, 1958 File No: 245112

Clerk & EX OFFICIO RECORDER

JAMES C. RUFFIN

T O

T. M. EVANS ET AL

A S S I G N M E N T

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS: That, James C. Ruffin, married t Dorothy Petrus Ruffin, a resident of Lafayette Parish, Louisiana, here after sometimes called Assignor, for a good and valuable consideratic the receipt and adquacy of which is hereby acknowledged, doesby these presents hereby transfer, set-over, assign and convey unto T. M. Evan husband of Josephine Evans, a resident of Pittsburg, Pennsylvania, with offices at 236 Atlan Building, Dallas, Texas, and Delta Drilling Company, a corporation organized under the laws of the State of Texas, with offices at P.O. Box 2012, Tyler, Texas, hereinafter sometimes ca ed Assignee, in the proportions of a undivided one-half (1/2) to each, and subject to the reservations hereinafter set forth, all rights, titles, and interestin and to that certain oil gas and mineral lease dated March 5, 1958, executed by Rosa Castex Boudreaux, et al, as less to James C. Ruffin, lessee, recorded at Book _____,page _____, Entry No. _____, Conveyance Records, Jefferson Davis Parish, Louisiana, covering and affecting the following described lands in Jefferson Davis Parish, Louisiana, to-wit:

160.00 acres of land more or less, lying and being situated in Section 39, Township 10 South, Range 3 West and section 17, Township 10South, Range 2 West, Jefferson Davis Parish, State of Louisiana, and being more fully described as follows, to-wit:

Beginning at a corner estalbished by E. J. Mead, C. E. in a survey made in conneption with the sale by Jean Castex and others to A. S. Alston & Co. on February 14, 1922, sai corner being on the north line of Irregular Section 17, Township 10 South, Range 2 West on No Name Slough, Thence northwest along the north line of said section 17 to the most northerly corner, Thence conitnuing northwest along the north line of Irregular Section 39, Township10 South, Range 3 West to the most northerly northwest corner of said secti 39, Thence southwest along the west line of Section 39 to a corner established by this 160 acre reservation, Thence southeasterly on a line parallel with the north lines of Sections 39 and 17, to a corner on the aforesaid No Name Slough, Thence northerly meandering along said alough to the point of beginning; the distances along the east and west lines ofthis reserved tract being sufficient so that the whole of the tract shall contain 160.00 acres. Bounded now or formerly as follows: On the North by Acadia Devel opment company, Inc.; On the South by other lands of the Lessors' On the East by the Texas Company; and on the West by A. H. Hebert, This being the same lands released by Marshall R. Young, et al, by Act of Release dated September 16, 1957, recorded inBook 221, page 334, of the Conveyance Records of Jefferson Davis Parish, Louisiana.

This transfer and assignment is made expressly subject to the following:

There is reserved from this transfer and assignment in favor of the said James C. Ruffin his heirs and assigns, the following overriding royalty interest with respect to the above oi gas and mineral lease, to-wit:

(a) One-forty-eight (1/48th) of the whole [illegible] of other liquid

hydrocarbons produced and saved from said lands after deducting from the whole thereof that portions of the oil, distillate or other liquid hydrocarbons used as fuel in conducting operations on the leased premises or in treating any mineral prouced to render it marketable
(b) One-forth-eighth (1/48th) of themarket value at the well of the gas produced, saved or sold or produced and used off the leased premises.
(c) Proportionate part of sale, sulphur and other minerals.

This reservation of overriding royalty is made and accepted subject to all of the terms and provisions of the hereinabove described leases and shall constitute a covenant and burden running with the leases hereinabove described and any ratification, renewal or extension thereof. Assignee herein shall have the right to pool or unitize all or any portion of the lands or leases affected by the overriding royalty hereby conveyed, without the consent of Assignor, with other lands or leases. Should any portion of the land or lease affected by the overriding royalty interestconveyed hereby be pooled or unitized with other lands or leases pursuant to an order of the Commissioner of Conservation, or otherwise, the overriding royalty of Assignor shall be reduced that portion of the fraction stated above as the amount of acerage affected by said overriding royalty interest bears to the total number of acres included in any such unit.

If the Lessor in said lease owns interest in the premises covered thereby less than the entire and undivided fee interest, the overriding royalty herein conveyed shall be payable to Assignor only in the proportion which the interest of the Lessor in said lease bears to the entire and undivided fee simple title.

The overriding royalty conveyed hereby shall be free of drilling and operating expenses, but shallbear its proportionate share of severance and gathering taxes. Said overriding royalty shall be calculated and paid or delivered in the same manner as provided for in the above referred to lease for thecalculation, payment and delivery of the royalties reserved therein to the Lessor.

This Conveyance of overriding royalty shall not be construed as imposing any obligation on Assignee, their successors or assigns, to maintain the lease in force andeffect by the payment of rentals, the drilling of wells or otherwise, but the overriding royalty shall be paid to Assignor when and if production is secured from the lands above described or on acreage pooled therewith as a result of operations conducted under the sole discretion of Assignee, their successors or assigns.

This transfer and assignment is made without warranty or recourse of any kind or character whatsoever, except as to the acts and deeds of Assignor.

Said overriding royalty interest to be borne equally by Assignee.

THUS DONE AND SIGNED this 17th day of March, 1958.

/s/ JAMES C. RUFFIN

WITNESSES:

/s/ MARLENE DESHOTELS

/s/ SHIRLEY E. DOPSON

STATE OF LOUISIANA

PARISH OF LAFAYETTE.

BEFORE ME, personally appeared James C. Ruffin, who, after being sworn, said: That he is the grantor in the above andforegoing cat and that he signed and executed the same for the consideration therein set forth as his own free act and deed.

/s/ JAMES C. RUFFIN

SWORN TO AND SUBSCRIBED BEFORE ME this 17th day of March, 1958.

/s/ BARA ANN PRUDHOME, Notary Public (SEAL)

Filed: March 20, 1958 At: 8:00 A.M.

Recorded: March 20, 1958 File No:245113 CLERK & EX OFFICIO RECORDER

223/176

WITNESSES:

/s/ RAYMOND PICKETTS

/s/ OLIVINE B. JOURNELL

STATE OF TEXAS

COUNTY OF HARRIS

On this 4 day of April, 1958, before me appeared W. L. Stanton to me personally known, who being by me duly sworn, did say: That he is the Vice President of TEXAS GAS TRANSMISSION CORPORATION, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and W. L. Stanton acknowledged said instrument to be the free act and deed of said corporation.

Witness my Hand and Seal of office on the date this certificate above written.

/s/ KATHERINE M. COLQUETTE, Notary Public, Harris County, Texas. (SEAL)

STATE OF TEXAS

COUNTY OF HARRIS

On this 14 day of April, 1958, before me appeared FRANK B. MARKLE, to me personally known, who being by me duly sworn, did say: That he is the Vice President of UNION OIL AND GAS CORPORATION OF LOUISIANA, and that said nistrument wassigned in behalf of said corporation by authority of its Board of Directors and Frank B. Markle acknowledged said instrument to be the free act and deed of said corporation.

Witness My Hand and seal of office on the date in this certificate above written.

/s/ KATHLEEN FLECK, Notary Public, Harris County, Texas. (SEAL)

EXHIBIT "C"

TO RECORDING SUPPLEMENT BETWEEN TEXAS GAS TRANSMISSION CORPORATION

AND UNION OIL AND GAS CORPORATION OF LOUISIANA

South Lake Arthur Field

N/2 of N/2 of SW/4 of Section 4, S/2 of Section 5 and all of Section 6, T11S, R3W

WELSH FIELD

SE/4 of SE/4 of Section 17, T9S, R5W.

Filed: April 23, 1958 At: 8:00 A.M.

Recorded: April 23, 1958 File No: 245752 CLERK & EX OFFICIO RECORDER

ROSA BOUDREAUX ET AL

T O

TRANSCONTINENTAL GAS PIPE LINE. CORP.

RIGHT OF WAY

LINE NO. 2-101-25

R/W No. 33

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS KNOW ALL MEN BY THESE PRESENTS.

THAT the undersigned, ROSA BOUDREAUX, born Castex, widow of Adolph C. Boudreaux, deceased MARK A. BOUDREAUX, married to and abiding with Berniece Foreman, both residents of Acadia Parish, Louisiana, BEULAH BLANCHE BOUDIER, born Boudreaux, married to and abiding with Floyd J. Boudier, CASTEX J. BOUDREAUX, married to and abiding with Adeline Boudreaux, born Cormier, all residents of Calcasieu parish, Louisiana, MRS. OZELLA JOHNSON, born McCain, widow of Albert Sidney Johnson, Sr., deceased herein represented by her duly appointed and authorized agent and attorney-in-fact, Raymond Bruce, as will appear by reference to original instrument of appointment dated February 23, 1955, filed under No. 222026, and recorded in Book 191 at page 512 of the Conveyance Records of Jefferson Davis Parish, Louisiana, MRS. GRACE MILLER, born Johnson, widow by divorce of Ralph M. Miller, MRS. ORA MIGUEZ, born Johnson, wife of Adam Miguez, ALBERT SIDNEY JOHNSON, JR.

married to and abiding with Marvel Andrus, OGDEN W. JOHNSON, married to and abiding with Mamie Clark, all residents of Jefferson Davis Parish, Louisiana, and WORRELL B. JOHNSON, married to and abiding with Dora Cary, a resident of Acadia Parish, Louisiana, hereinafter called Grantors for and in consideration of FIVE HUNDRED NINETY-SIX & NO/100 DOLLARS, cash in hand paid, receipt of which is hereby acknowledged does hereby grant, bargain, sell and convey unto TRANS-CONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, its successors and assigns, hereinafter called Grantee, a right of way and easement (servitude only), to construct, lay, maintain, operate, repair and remove one pipe line and appurtenances thereto for the transportation of oil, gas, petroleum products or any other liquids, gases or substances which can be transported through a pipe line, upon, over and through the property situated in the Parish of Jefferson Davis, State of Louisiana, described as follows:

Said right of way shall be 35 and 15 feet respectively on each side of the line marked on the Plat annexed hereto and made a part hereof upon which said pipe line shall be laid affecting all of Section 17, less and except 328 acres, lying in the East portion thereof, Section 17, Township 10 South, Range 2 West; and Lot Two in Section 13, and all of Section 39 except the extreme triangular part lying West of the East line of Section 14, Section 39, Towaship 10 South, Range 3 West, as shown in deed from Jean Castex, Jr., to Albert Sidney Johnson and Adolph C. Boudreaux, dated April 13, 1934, recorded in Book 52 at page 240, and in Succession of Albert Sidney Johnson, Sr., dated September 20, 1949, recorded in Book 142 at page 436, Records of Jefferson Davis Parish, Louisiana.

The Grantee, its successors and assigns, is hereby expressly given and granted the right to assign the said right of way and easement herein granted and conveyed.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, with ingress to and egress from the premises for the purposes herein granted which shall be confined tothe right of way granted herein.

The said Grantors are tofully use and enjoy said premises except for the purpose herein granted to the said grantee and provided the said Grantors shall not construct or permit to be constructed any house or structure on or over or that will interfere with the construction, maintenance or operation of any pipe line or appurtenances constructed hereunder and will not change the grade of such pipe line.

Grantee hereby agrees to bury the pipe line to a sufficient depth so as not to interfere with cultivation of the soil or rice irrigation andagrees to pay for any damage which may arise from the construction, maintenance and operation of said line. In addition thereto Grantee agrees that wherever it is necessary to cut existing fences that a closure will be maintained and that after construction said fences will be restored to as good or better condition than they were prior to said cutting.

It is mutually understood and agreed that this agreement a s written covers all the agreements and stipulations between the parties and that no representations or statements, oral or written, have been made modifying, adding to, or changing the terms hereof.

In addition to all other provisions contained hereinabove, Grantee agrees that all pipe line construction within the right of way above described shall be laid a minimum of three (3) feet under all existing canals and flood levees and Grantee agrees that it will so construct the pipe line as it enters and leaves the property in question which will tolerate Grantors future construction of a reasonable flood or irrigation canal..

In the event the construction of the pipe line occurs during the flooding of the rice fields, Grantee agrees to provide for the fluming of the water across the pipe line ditch, so that the water in the rice field will remain level and levees necessary to keep the waterfrom running off the land will be built.

It is distinctly understood that there exsits two main irrigation canals on the above

described property and Grantee agrees to bore under these canals for the purposes of installing the line thereunder and under no circumstances shall impede the irrigation.

Grantee covenants and agrees that all valves and appurtenances will be installed at or near the property or fence lines in order that the said installations will be to the minimum amount of inconvenience to the Grantor. All ditches, debris, etc., caused by construction operations had in the construction of the pipe line; must be filled and cleasred and leveled in order that the land beleft in as good order as before construction commenced for said right of way.

IN WITNESS WHEREOF, the Grantors, Rosa Boudreaux, Mark A. Boudreaux and Worrell B. Johnson have executed this conveyance on this 10th day of April, 1958.

/s/ ROSA BOUDREAUX, MARK A. BOUDREAUX, WORRELL B. JOHNSON

WITNESSES: /s/ L. B. ADAMSON, D. A. BILLEAUDEAUX

IN WITNESS WHEREFORE, Grantors, Beulah Blanche Boudier, Castex M. Boudreaux and James L. Boudreaux have executed this conveyance on this 10th day of April, 1958.

/s/ BEULAH BLANCHE BOUDIER, CASTEX M. BOUDREAUX, JAMES L. BOUDREAUX

WITNESSES:

/s/ L. B.ADAMSON, D. A. BILLEAUDEAUX

IN WITNESS WHEREFORE, Grantors, Mrs. Ozella Johnson, Mrs. Grace Miller, Mrs. Ora Miguez, Albert Sidney Johnson, Jr., and Ogden W. Johnson have executed this conveyance on this 10th day of April, 1958.

/s/MRS. GRACE MILLER, MRS. ORA MIGUES

/s/ ALBERT SIDNEY JOHNSON, JR. , OGDEN W. JOHNSON

/s/ OZELLA McCAIN JOHNSON, BY /s/ RAYMOND BRUCE, Agent.

WITNESSES:

/s/ L.B. ADAMSON, D. A. BILLEAUDEAUX

$1.10 U. S. DOCUMENTARY STAMPS ATTACHED TO ORIGINAL AND CANCELLED.

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

BEFORE ME, the undersigned authority, this day personally appeared L. B. ADAMSON to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who, being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he known Rosa Boudreaux, Mark A. Boudreaux, Worrell B. Johnson, Beulah Blance Boudier, Castex M. Boudreaux, James L. Boudreaux, Raymond Bruce, Mrs. Grace Miller, Mrs. Ora Miguez, Albert Sidney Johnson, Jr., and Ogden W. Johnson, Jr., the Grantors named in said instrument to be the identical persons described therein, and who executed the same, and saw them sign the same as their voluntary act and deed, and that he, the said L. B. Adamson subscribed his name to the same at the same time as an attesting witness.

/s/ L. B. ADAMSON, Attesting Witness.

Sworn to and Subscribed before me this 16 day of April, 1958.

/s/ DORA ELLEN MARKS, Notary Public in and for Acadia Parish, Louisiana.(SEAL)

Filed: April 23, 1958 At: 8:00 A.M.

Recorded: April 23, 1958 File No: 245753 CLERK & EX OFFICIO RECORDER

&*&*&*

/th day of July.

KING & HEYNE SECOND OIL

BY: s/ A.P. King, Jr., A general Partner

witnesses; /s/ Etuhe U. Luckel, Eleanor V. Wirfel

by; /s/Fred J. Heyne, Jr., a general partner

Witnesses; /s/Etuhe U. Lucke, Eleanor V. Wirfel

THE STATE OF TEXAS,

COUNTY OF HARRIS

BEFORE ME, the undersigned authority on this day personally appeared A.P. King, Jr., and Fred J. Heyne, Jr., sole General Partners of King & Heyne Second Oil, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that tyhey executed the same for the purposes and consideration therein expressed and inthe capacity therein stated.

Given under my hand and seal of office this the 7th day of July, 1959.

/s/Rosa Lea Spaugh, notary public in and for Harris County, Texas.

FILED: JULY 31, A D 1959 AT: 4;00 P M

RECORDED: JULY 31, 1959 FILE NO. 255662 CLERK & EX OFFICIO RECORDER

TIDEWATER OIL COMPANY

AND

WATERFORD OIL COMPANY, ETAL

FARMOUT AGREEMENT

RECORDING SUPPLEMENT OF FARMOUT AGREEMENT

THE STATE OF LOUISIANA, PARISH OF JEFFERSON DAVIS

THIS AGREEMENT, made and entered into this 23rd day of July 1959, by and between Tidewater Oil Company, a corporation w offi es at post office Box 1147, Oil Center Station, Lafayet Louisiana, hereinafter called " assignor," and Waterford Oil Company, a corporation with offices at 408 Whitney Building New Orleans, Louisiana, and General Crude OilCommpany, a corporation with offices in the Bank of The SouthwestBuilding, Houston, Texas, hereinafter called "Assignees",

WITNESSETH:

1.

Whereas, Tidewater OilCompany, has executed a farmout letter agreement dated July 9, 1959, in favor of Waterford Oil Company, affecting the following described oil, gas and mineral lease, to wit:

That certain oil, gas and mineral lease datedAugust 7, 1954, recordedin conveyances book 187 at page 391, under file no. 218425, of the records of Jefferson Davis Parish Louisiana, executed byRosa Castex Boudreaux, et al, in favor of Lyle Cummins covering and bearing upon the following described property, to wit:

Tract No. 1: A certain tract of land containing 1103.35 acres more or less and being situated as follows:

Beginning at a point 3068.0' S 62 deg. 29 Min E from the NW/ corner Irregular section 17, T10S R2 W;

Thence N 62 deg 29 min W along the north line of section 17, 3068.0' to the NW/ corner;

Thence continuing along the north line of Irregular section 39, T10S,R3W, 482.0' to the most northerly NW/ corner of said section.

Thence S 52 deg 32 ½ min W 7349.7' along theWest line of said section 39 to a corner of the east line of section 14;

Thence S 0 deg 04 min E 3395.0' to the southwest corner of lot 2 of Irregular section 13, T10S,R3W.

Thence S89 deg 48 min E 3262.6' along the south line of said lot 2 to the southeast corner

Thence S 62 deg 41 min E 4120.0' to a corner on theright descending bank ortheMermentau river;
Thence northerly with the meander of said river along the right bank to a point 235.0' east of the most southerly corner of irregular section 17, T10S R2W;
Thence northerly as the meander line of the noname coulee meanders to the Point of beginning.
Bounded: Northerly by Acadia Development Co.Inc., theMermantau River andTexas company, northerWesterly by Amie H. Hebert and Frank C.Perl,West by Louise C. Miller and Albert Brosius, East by Texas Company, and Mermentau River, south by D.C.Ritchie, G.T.Golden, Bryan Harbert, Mermentau River and The Texas Company.
SAVE AND EXCEPT FROM ABOVE TRACT.
A. The most northerly 160 acres , being a rectangular shaped tract in the northerly part of irregular section 39, T10S, R3W, and nothwest portion of Irregular SEction 17, T10S,R2W, and more specifically described in a partial release of Oil, Gas and Mineral lease dated March 5, 1954, as same exists, between the party lessor herein and M.N.Stafford and/or his assigns.
b. 10 acres in the nothwest corner of section 18, T10S,R2W, and partly in section 39 T10S,R3W, being property purchased by Fred Shutts and in a deed datedMarch 6, 19 36 (B66 Page 101, conveyance records of Jefferson Davis Parish, Louisiana)
Tract No 2: A tract containing 16.5 acres, more or less, and located along the north line of Irregular section 17, T10S,R2W, and being in said section 17T10S,R2W.
Bounded: North byAcadia Development Co,Inc,South,East and West by Texas Company fee lands
Tract No.3: A tract containing 5.5 acres, more or less, and located along the north line of Irregular section 17,T10S,R2W, and being in said section 17,T10 S,R2W;
Bounded North by G.B.Zigler, and Acadia Development Co.Inc, south,East andWest by the Texas Company fee lands
and Waterford Oil Company has transferred an undivded interest in said Farmout letter agreement to General Crude Oil Company as authorized therein.

2.

Wheras, the said farmout letteragreement contains provisions concerning the commencement of drilling operations by assignees on lands covered by the above described lease prior to August 1, 1959, and contains provisions regarding the relative rights and interest in said lease of assignor and assignees as the result of said operations.

3.

Whereas, assignor and assignees desire to enter into and file of record this recording supplement of Farmout agreement to furnish notice of record of said farmout letter agreement.

4.

Now, therefore, assignor and assignees do hereby agree and declare that the above described oil, gas and mineral lease is subject to the terms and provisions of the above described farmout letter agreement, that the drilling operations in search of oil and gas that may be commenced by assignees prior to August 1, 1959, on lands covered by said lease shall be conducted by or on behalf of assingees purusant to theterms of saidfarmout letter agreement and the relative irights and interest of assignor and assignees in said lease shall be governed by the terms thereof.

5.

This recording supplemant shall inure to the benefit of and be binding upon assignor and assignees and their respective heirs, successors and assigns.
In Witness Whereof, this instrument is executed on thedate first above written.
TIDEWATER OIL COMPANY BY: S/ Lloyd Armstrong, Vice president
Attest;/s/ Clyde E.William, Asst. Secretary. Assignor
Witnesses; /s/J.Anet T.Moore, Buck Jones.

WATERFORD OIL COMPANY

BY:/s/ H.L. Fates, pres.

witnesses; /s/ S.C.Lang, Don E.Kennedy

GENERAL CRUDE OIL COMPANY by; /s/ J.W. ButBirth, Vice president.

Witnesses; s/ C.R.Eberrvle, Melba L. Hopes

THE STATE OF TEXAS, COUNTY (PARISH) OF HARRIS.

On this 23rd day of July, 1959, before me appeared Lloyd Armstrong to me personally known, who, being by me duly sworn, did say thathe is the Vice president of Tidewater OilCompany, and that said instrument was signed in behalf of said corporation by authority of its Board of Direcotrs and said Lloyd Armstrong acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal on the date in this certificate first above written.

/s/EMMA M. BUTLER, NOtary public in and for Harris County,Texas.

State of Louisiana, Pa ish of Orleans

On this 24th day of July, 1959, before me appeared H.L.Fates to me personally known, who, beir by me duly sworn, did say that he is the president of Waterford Oil Company and that said instrument was signed in behalf of said corporation by authority of its Board of Directors an said H.L.Fates acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal on thedate in this certificate above written.

/s/ K. J. Gilly, Notary public in and for Orleans Parish, La. (seal)

The State of Texas,

County of Harris

On this 30th day of July, 1959, beforeme appeared J.W.Cutbirth to me personally known, who being by me duly sworn, did say that he is the vice president of General Crude Oil Compar and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said J.W.Cutbirth acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal on the date in this certificate first above written.

/s/Roselle Davisson, notary public in and for Harris County,Texas, (seal)

FILED: AUGUST 3, A D 1959 AT: 8:00 A M

RECORDED: AUGUST 3, 1959 FILE NO. 255668 CLERK & EX OFFICIO RECORDER

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237/564

TIDEWATER OIL COMPANY /

T O

WATERFORD OIL CO. ETAL /

ASSIGNMENT

THE STATE OF LOUISIANA)
PARISH OF JEFFERSON DAVIS) ASSIGNMENT OF OIL, GAS AND MINERAL LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT TIDEWATER OIL COMPANY, hereinafter referred to as assignor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey, subject to the hereinafter referred to excepttions and reservations, unto WATERFORD OIL COMPANY and GENERAL CRUDE OIL COMPANY in the proportions of an undivided one half (1/2) each,all of assignor's right, title and interest in and to that certain oil, gas and mineral lease dated August 7, 1954, executed by Rosa Castex Boudreaux, et al, lessor, to lyle Cummins, covering 955.35 acres of land, more or less, situated in Jefferson Davis Parish, Louisiana, said lease beingrecorded in conveyance in conveyance book 187, page 391 of the records of said Parish, reference to said lease and the record thereof being here made for purposes of description of the lands thereby coveved and for all purposes.

There is excepted herefrom and reserved unto assignor, its successors and assigns, the following:

(a) All leasehold rights below a depth of 11,067 feet measured vertically below the surface;

(b) An overriding royalty interest of one eighth (1/8th) of five eighths (5/8) of all oil, gas and other minerals if, as and when produced from lands covered and affected by said lease and under and by virtue of the terms thereof. The delivery of said overriding royalty interest shall be made free of development andproduction costs to the credit of assignor herein. The interest herein reserved shall be subject to the payment of its proportionate part of all production, gathering and ad valorem taxes now orhereafter applicable thereto.

This assignment is made in accordance with and subject to the terms and provisions of that certain Letter Agreement dated July 9, 1959, between Waterford Oil Company and Tidewater Oil Company.

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

IN WITNESS WHEREOF this instrument has been executed on this 11th day of November, 1959.

TIDEWATER OIL COMPANY BY /s/ LLOYD ARMSTRONG Vice President. SEAL

ATTEST: /s/ C. P. ZIMMERMAN Assistant Secretary.

WITNESSES: /s/ DOROTHY ELLIOTT, MAYME MATTHEWS

THE STATE OF TEXAS

COUNTY OF HARRIS

On this 11th day of November, 1959, before me appeared Lloyd Armstrong, to me personally known, who, being by me duly sworn, did say that he is the Vice President of TideWater Oil Company and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Lloyd Armstrong acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal on the date in this certificate first above written.

/s/ EMMA M. BUTLER

Notary Public in and for Harris County, Texas.

SEAL

FILED: NOVEMBER 19 A. D. 1959 AT: 8:00 A. M.

RECORDED: NOVEMBER 19 A. D. 1959 FILE NO: 257936. CLERK & EX OFFICIO RECORDER.

239188

SUCCESSION

OF

BEVIAN CLARENCE ST.MARTIN,SR.

JUDGMENT

SUCCESSION OF : 31ST JUDICIAL DISTRICT COURT

NO. P-5-60 : PARISH OF JEFFERSON DAVIS

BEVIAN CLARENCE ST.MARTIN,SR. : STATE OF LOUISIANA

* * * * * * * * *

J U D G M E N T

This matter coming upon rule directed tothe Sheriff and Ex officio Tax Collector, and on petition of the child and sole forced heir to be recognized as such andplaced into possession of all of the decedent's property; the Tax Collector having declined to traverse and the law and evidence being in favor thereof and for the reasons this day orally assigned:

IT IS ORDERED, ADJUGED and DECREED that the rule issued herein be andthe same is hereby made ABSOLUTE, and it is decreed that no inheritance tax is due.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that Bevian Clarence St. Martin, jr., be and he is hereby recognized as the child and sole forced heir of his deceased father, Bevian Clarence St. Martin, Sr., and, as such, sent into possession free from thepayment of any inheritance tax in the proportion of an undivided 9/112 interest in and to the following described property, to-wit:

Lot five (5) of block two(2) of McFarlain's original plat of the City of Jennings, Louisiana.

THUS DONE, RENDERED andSIGNED in Chambers at Jennings, Louisiana, this 14th day of January, 1960.

/s/ MINOS D. MILLER, JR., District Judge

Filed January 14, 1960. /s/ J. W. PITRE, Dy. Clerk

FILED: JAN 14 A. D. 1960 AT: 4:30 P.M.

RECORDED: JAN 14 A. D. 1960 FILE NO. 259213. CLERK & EX OFFICIO RECORDER.

ROSA CASTEX BOUDREAUX, ET AL

T O

GENERAL CRUDE OIL COMPANY

CORRECTION & ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

Reference is hereby made to an oil, gas and mineral lease dated August 7, 1954, recorded in the conveyance records of Jefferson Davis Parish, Volume 187, page 391, No. 218425, executed by Rosa Castex Boudreaux, Ozella McCain Johnson, Mark A. Boudreaux, Worrell B. Johnson, Beulah Blanche Bourdier, Albert Sidney Johnson, Castex M. Boudreaux, Grace Johnson Miller, James L. Boudreaux, Ogden W. Johnson and Ora Johnson Miguez, in favor of Lyle Cummins, bearing upon certain land situated in Jefferson Davis Parish, Louisiana, and fully described in said lease.

The above mineral lease is now owned by General Crude Oil Company.

General Crude Oil Company completed and shut in a gas well on the above described land, and, inaccordance with the provision of numerical paragraph 4 of the above mentioned mineral lease, shut in gas rentals, in the amount of 1/12 of the annual rental provided in the lease, fell due on January 1, 1960, and similar shut in gas rentals will fall due monthly thereafter so long as lessee maintains the lease by shut in gas payments.

It is acknowledged by each of the undersigned that General Crude Oil Company timely and properly paid shut in gas rentals for the period January 1, 1960 to February 1, 1960, to the parties and in the depository banks set out opposite their respective names, as follows:

NAME	AMOUNT	DEPOSITORY

Rosa Castex Boudreaux'	$208.34	Calcasieu Marine National Bank of Lake Charles, Jenning Branch, Jennings, Louisiana.
Ozella McCain Johnson'	208.34	Jefferson Davis Bank & Trust Company Jennings, Louisiana.
Mark A. Boudreaux,	52.09	Calcasieu Marine National Bank of Lake Charles, Jennings Branch, Jennings, Louisiana.
Worrell B. Johnson'	41.67	Calcasieu Marine National Bank of Lake Charles, Jennings Branch, Jennings, Louisiana.
Beulah Blanche Bourdier'	52.09	Calcasieu Marine National Bank of Lake Charles, Lake Carles, Lake Charles, Louisiana.
Albert Sidney Johnson'	41.67	Calcasieu Marine National Bank of Lake Chareles, Jennings Branch, Jennings, Louisiana.
Castex M. Boudreaux'	52.09	Calcasieu Marine National Bank of Lake Charles, Lake Charles, Louisiana.
Grace Johnson Miller	41.67	Calcasieu Marine National Bank of Lake Charles, Jennings Branch, Jennings, Louisiana.
James L. Boudreaux'	52.09	Calcasieu Marine National Bank of Lake Charles, Lake Charles, Louisiana
Ogden W. Johnson, Jr.'	20.84	Calcasieu Marine National Bank of Lake Charles, Welsh Branch, Welsh, Louisiana.
Richard W. Johnson'	20.84	Calcasieu Marion National Bank of Lake Charles, Welsh Branch, Welsh, Louisiana.
Ora Johnson Migeuz,	41.67	Calcasieu Marine National Bank of Lake Charles, Jenning Branch, Jennings, Louisiana.

It is also acknowledged by the undersigned that General Crude Oil Company deposited shu in gas payments for the period January 6, 1960 to February 6, 1960 to the parties, in the amounts and in the depocitories set out opposite their respective names, as follows:

NAME	AMOUNT	DEPOSITORY
Rosa Castex Boudreaux	$208.34	Calcasieu Marine National Bank of Lake Charles, Jenning branch, Jennings, Louisiana.
Ozella McCain Johnson	208.34	Jefferson Davis Bank & Trust company Jennings, Louisiana
Mark A. Boudreaux	52.09	Calcasieu Marine National Bank of Lake Charles, Jenning Branch, jennings, Louisiana.
Worrell B. Johnson	41.67	Calcasieu Marine National Bank of Lake Charles, Jenning Branch, Jennings, Louisiana.
Beulah Blanche Bourdier	52.09	Calcasieu Marine National Bank of Lake Charles, Lake Chalres, Louisiana,
Albert Sidney Johnson	41.67	Calcasieu Marine National Bank of Lake Charles, Jenning Branch, Jennings, Louisiana
Castex M. Boudreaux	52.09	Calcasieu Marine National Bank of Lake Charles, Lake Charles, Louisiana
Grace Johnson Miller	41.67	Calcasieu Marine National Bank of Lake Charles, Jenning Branch, Jennings, Louisiana.
James L. Boudreaux	52.09	Calcasieu Marine National Bank of Lake Charles, Lake Charles, Louisiana.
Ogden W. Johnson, Jr.	20.84	Calcasieu Marine National Bank of Lake Charles, Welsh, Louisiana.
Richard W. Johnson	20.84	Calcasieu Marine National Bank of Lake Charles, Welsh, Branch, Welsh, Louisiana.
Ora Johnson Migeuz	41.67	Calcasieu Marine National Bank o f Lake Charles, Jenni Branch, Jennings, Louisiana.

Each of the undersigned hereby acknowledges that the shut in gas payment made by General Crude OilCompany to him or her for the period January 6, 1960 to February 6, 1960, as above set forth, was actually paid to and accepted by them for the period from February 1, 1960 to March 1, 1960; and each of the undersigned hereby acknowledges receipt of said payment and accepts same in full settlement of shut in gas payments payable under the terms of the lease for the period February 1,1960 to March 1, 1960.

Each of teh undersigned hereby further agress that by the effect of the payments herein above described, the above mentioned mineral lease shall continue in force and effect without payment of any additional money by lessee to lessors, and without thenecessity of any further operations or action on the part of lessee, until March 1, 1960.

Each of the undersigned hereby further authorizes and directs General Crude Oil Company its successors or assigns, to pay shut in gas payments which may accrue on or after March 1 1960 to him or her in the amounts and in the depository set out opposite their respective names (said payments to be made on or before March 1,1960 and montly thereafter so long as lease is maintained by a shut in gas well);

NAME	AMOUNT	DEPOSITORY
Rosa Castex Boudreaux	$208.34	Calcasieu Marine National Bank of Lake Charles, Jennin Branch, Jennings, Louisiana.
Ozella McCain Johnson	208.34	Jefferson Davis Bank & Trust Company, Jennings, Louisia
Mark A. Boudreaux	52.09	Calcasieu Marine National Bank of Lake Charles, Jennin Branch, Jennings, Louisiana
Albert Sidney Johnson	41.67	Calcasieu Marine National Bank of Lake Charles, Jennin Branch, Jennings, Louisiana.

Castex M. Boudreaux	52.09	Calcasieu Marine National Bank of Lake Charles, Lake Charles, Louisiana.
Grace Johnson Miller	41.67	Calcasieu Marine National Bank of Lake Charles, Jennings Branch, Jennings, Louisiana.
James L. Boudreaux	52.09	CalcasieuMarine National Bank of Lake Charles, Lake Charles, Louisiana.
Ogden W. Johnson, Jr.	20.84	Calcasieu Marine National Bank of Lake Charles, Welsh Branch, Welsh, Louisiana.
Richard W. Johnson	20.84	Calcasieu Marine National Bank of Lake Charles, Welsh Branch, Welsh, Louisiana.
Ora Johnson Migeuz	41.67	Calcasieu Marine National Bank of Lake Charles, Jennings Branch, Jennings, Louisiana.

This instrument may be executed in one or more sepatate counterparts and will be binding on any party who signs any counter part hereof regardless of whether or not the same or any other counterpart is signed by any of the others.

Thus done and signed as of the 12 day of January, 1960 in the presence of the undersigne competent witnesses.

/s/ ROSA CASTEX BOUDREAUX WITNESSES: /s/ AUGUSTE BERNARD, SAHID JELLO

/s/ OZELLA McCAIN JOHNSON " /s/ AUGUSTE BERNARD, NELIA SIMONEAUX BRUCE
BY: /s/ RAYMOND BRUCE, Atty in fact

/s/ MARK A. BOUDREAUX " /s/ AUGUSTE BERNARD, SAHID JELLO

/s/ WORRELL B. JOHNSON " /s/ AUGUSTE BERNARD, SAHID JELLO

/s/ BEULAH BLANCHE BOURDEIR " /s/ AUGUSTE BERNARD, LYDIA M. BOUDREAUX

/s/ ALBERT SIDNEY JOHNSON " /s/ AUGUSTE BERNARD, MARVEL A. JOHNSON

/s/ CASTEX M. BOUDREAUX " /s/ AUGUSTE BERNARD, SIGMUND G. BABINEAUX

/s/ GRACE JOHNSON MILLER " /s/ AUGUSTE BERNARD, MARJORIE B. PETITJEAN

/s/ JAMES L. BOUDREAUX " /s/ AUGUSTE BERNARD ,B. L. TOUPS

/s/ ODGEN W. JOHNSON, JR. " /s/ AUGUSTE BERNARD, JO ANN LEONARDS

/s/ RICHARD W. JOHNSON " /s/ AUGUSTE BERNARD, MYRNA LEBLANC

/s/ ORA JOHNSON MIGUEZ " /s/ AUGUSTE BERNARD, ADAM MIGUEZ

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned notary public on this day personally appeared Auguste Bernard, who, being by me duly sworn, stated under oath that he was one of he subscribing witnesses to the foregoing instrument and thatthe same was signed by Rosa Castex Boudreaux; Ozella McCain Johnson by Raymond Bruce, Attorney inFact; Mark A. Boudreaux in his presence and in the presence of the other subscribing witness.

/s/ AUGUSTE BERNARD

SWORN TO AND SUBSCRIBED before me January 12, 1960.

/s/ WALDEMAR ORAN TOCE, Notary Public (SEAL)

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned notary public, on this day personally appeared, AUGUSTE BERNARD, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Worrell B. Johnson; Beulah Blanche Bourdier; albert Sidney Johnson; Castex M. Boudreaux in his presence and in the presence of the other subscribing witness.

/s/ AUGUSTE BERNARD

SWORN TO AND SUBSCRIBED before me Januayr 12, 1960.

/s/ WALDEMAR ORAN TOCE, NOTARY PUBLIC (SEAL)

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned notary public, on this day personally appeared AUGUSTE BERNARD who, being by me duly sworn, stated under oath that he was one of the subscribeing witnesses to the foregoing instrument and that the same was signed by Grace Johnson Miller; James L. Boudreaux;

Odgen W. Johnson, Jr.; Richard W. Johnson; Ora Johnson Migeuz in his presence and in the presence of the other subscribing witness.

/s/ AUGUSTE BERNARD

SWORNTO AND SUBSCRIBED before me, January 12, 1960.

/s/ WALDEMAR ORAN TOCE, Notary Public (SEAL)

FILED: JAN 15 A.D. 1960 AT: 8:00 A.M.

RECORDED: JAN 15 A. D. 1960 FILE NO. 259218. CLERK & EX OFFICIO RECORDER.

I N T E R D I C T I O N

OF

CLYDE C. DAIGLE

COMMITMENT

APPLICATION

Application of Mrs. Clyde C. Daigle, wife, a resident of Jefferson Davis, Parish, Louisiana, for observation care and treatment of Clyde C. Daigle, a resident of Jefferson Davis, Parish, Louisiana, in the Central Louisiana State Hospital, who appears to be suffering from a mental disease, and I hereby give the following information, set forth on the accompanying form about the patient, required by the Department of Institutions as set out by Act 303 of 1946, section 12.

Signed: Mrs. Clyde C. Dagile

January 15th, 1960.

CERTIFICATE OF CORONER AND PHYSICIAN

This certifies that we have observed and examined Clyde C. Daigle. In view of our finding during observation and examination, and considering the information presented by Mrs. Clyde C. Daigle ,wife of thepatient, we are of the opinion, andhereby certify, that the above patient is in need of observation, care and treatment for a mental illness and hospital or other care.

Signed: Charles Brunt, M. D. January 15, 1960.

/s/ HAROLD J. SABATIER, Coroner of Jefferson Davis Parish. January 15, 1960.

COMMITMENT

Considering the foregoing information, as set forth in the application, accompanying papers, certificate of corner and physician, and by virtue of the authority vested in me by law, I hereby commit Clyde C. Daigle a resident of Jefferson Davis Parish, Louisiana, as being mentally ill to the central louisiana state hospital, Pineville, Louisiana, for observation, care and treatment as provided by law.

Given under my hand at Jennings, Louisiana, on the 15th day of January, 1960.

Signed: M. D. Miller, Jr., Judge

FILED: JAN 15 A. D. 1960 AT: 9:30 A.M.

RECORDED: JAN 15 A. D. 1960 FILE NO. 259221. CLERK & EX OFFICIO RECORDER.

240/341

OZELLA McCAIN JOHNSON ET AL / &
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DELTA DRILLING COMPANY ETAL / &
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RIGHT OF WAY &
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RIGHT OF WAY AGREEMENT.

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, OZELLA McCAIN JOHNSON, widow of Albert Sidney Johnson, Sr., a resident of Jefferson Davis Parish, mailing address 1002 Church Street, Jennings, Louisiana, represented herein by her agent and attorney in fact, Raymond R. Bruce, WORRELL B. JOHNSON, married to Dora Cary, a resident of Acadia Parish, mailing Address Box 111, Mermentau Louisiana, ALBERT SIDNEY JOHNSON, JR., married to Marvel Andrus, a resident of Jefferson Davis Parish, mailing address 606 Morton Street, Jennings, Louisiana, GRACE JOHNSON MILLER, divorced from Ralph M. Miller, a resident of Jefferson Davis Parish, mailing address P. O. Box 782, Jennings, Louisiana, ORA JOHNSON MIGUEZ, wife of Adam Miguez, a resident of Jefferson Davis Parish, mailing address P. O. Box 782, Jennings, Louisiana, OGDEN W. JOHNSON, JR., married to Carolyn Leonards, a resident of Welsh, Louisiana, RICHARD W. JOHNSON, a single man, a resident of Welsh, Louisiana, MARK W. BOUDREAUX, husand of Bernice Foreman, a resident of Mermentau, Acadia Parish, Louisiana, individually and as agent and attorney in fact for: ROSA CASTEX BOUDREAUX, widow of Adolph C. Boudreaux, a resident of Mermentau, Acadia Parish, Louisiana; BEULAH BLANCHE BOURDIER, married to Floyd J. Bourdier, mailing Address: 816 Lyons Street, Lake Charles, Louisiana, JAMES L. BOUDREAUX, married to Adeline Cormier, mailing address 301 Deaton Street, Lake Charles, Louisiana, and CASTEX M. BOUDREAUX, married to Lydia McBride, mailing address 1313, 10th Street, Lake Charles, Louisiana, (hereinafter called grantors, whether one or more), for and in consideration of the sum of Ten and no/100 ($10.00) & OVC Dollars, in handpaid, the receipt of which is hereby acknowledged, does hereby grant, bargain sell and convey unto DELTA DRILLING COMPANY, W. W. F. OIL CORPORATION and T. M. EVANS, its successors and assigns (hereinafter called Grantee), a right of way and easement for the purpose of laying, constructing, maintaining, operating, altering, replacing, and removing one pipe line (with necessary fittings and appliances) for the transportation of oil, gas, petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the grantee to have the right to select the route under, upon, over and through the lands of grantor, situated in the Parish of Jefferson Davis, State of Louisiana, described as follows:

160.00 acres of land, more or less, lying and being situated in Section 39, Township 10 South Range 3 West and Section 17, Township 10 South, Range 2 West, Jefferson Davis Parish, State of Louisiana, and being more fully described as follows, to wit:

Beginning at a corner established by E. J. Mead, C. E., in a survey made with the sale by Jean Castex and others to A. S. Alston & Co. on February 14, 1922, said corner being on the North line of Irregular Section 17, Township 10 South, Range 2 West on No name Slough, thence northwest along the north line of said section 17 to the most northerly corner, thence continuing northwest along the north line of irregular section 39, Township 10 South, Range 3 West, to the most northerly northwest corner of said section 39, thence Southwest along the West line of Section 39 to a corner established by this 160 acre reservation, thence southeasterly on a line parallel with the north lines of Sections 39 and 17, to a corner of the aforesaid No Name Slough, thence northerly meandering along said slough to the point of beginning the distances along the east and west lines of this reserved tract being sufficient so that the whole of the tract shall contain 160.00 acres. Bounded now or formerly as follows: On the North by Acadia Development Company, Inc.: On the

South by other lands of the lessors: On the East by the Texas Company; and on the West by A. R. Hebert. This being the same lands released by Marshall R. Young, et al, by Act of Release dated September 16, 1957, recorded in Book 221, at page 334, of the conveyance records of Jefferson Davis Parish, Louisiana.

It is agreed and understood that the servitude or rightofway hereby conveyed and transferred shall be limited to and confined to an area of land thirty (30) feet in width, being fifteen (15) feet on each side of the center line of the pipe line as laid in the ground.

Notwithstanding anything to the contrary herein contained, the two and one half inch (2-1/2") pipe line is to be laid as shown on the plat hereto attached and made a part hereof, and it is further provided that the premises after completion of construction will be restored by the Grantee to their present condition as nearly as practicable, with specific reference to replacing of topsoil.

There shall be no surface installation on theright of way herein granted without written consent of grantor.

The Grantee, its successors and assigns are hereby expressly given and granted the right to assign this right of way andeasement, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any rightor rights created hereunder.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment ofuse of the rights herein granted, including, but without limiting the same to, the free right of ingress and egress over and across said lands to and from said right of way and easement.

TO HAVE AND TO HOLD said right of way and easement, unto said Grantee, its sucessors and assigns, until such pipe line be constructed and so long thereafter as a pipe line is maintained thereon; and the undersigned hereby binds himself, his heirs, executors, and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the sameor any part thereof; and subrogates grantee, its successors and assigns, to all rights and actions in warranty against all former owners and proprietors.

The undersigned grantor, his successors, heirs or assigns, reserves the right to fully use and enjoy said premses except as the same may be necessary for the purposes herein granted providing, however that the grantee shall have the right from time to time to to cut and keep clear all trees, undergrowth and other obstructions, whether on said right of way and easement or not, that may injure, endanger or interfere with the use of said pipe line or fittings and appliances appurtenant to any of said line.

The Grantee, by the acceptance hereof, agrees to bury all pipe line so that it will not interfere with the cultivation of the land, and also to pay for any damages to crops, fences, timber and other improvements, which may arise from laying, constructing, maintaining, operating, altering, repairing, removing, chaging the size of, and replacing such pipe line. Said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to beappointed by the undersigned grantor, his successors, heirs or assigns; one by the grantee, its successors or assigns, or in case of more than one ownership of said right of way and easement such appointment shall be made by the Grantee, its successors or assigns against whom damages are claimed and the third by the two persons aforesaid, and the award of such three persons, or any two of them, shall be final and conclusive.

It is mutually understood and agreed that this right of way grant as originally written covers all the agreements and stipulations between the parties and that no representations or statements verbal or written have been made modifying, adding to, or changing the terms of

/s/ WORRELL B. JOHNSON — WITNESSES: /s/ BERNICE F. BOUDREAUX, JAMES C. RUFFIN

/s/ ALBERT SIDNEY JOHNSON, JR. — /s/ L. M. BLANCHARD, JAMES C. RUFFIN.

/s/ GRACE JOHNSON MILLER — /s/ MARJORIE B. PETERSON, JAMES C. RUFFIN.

/s/ MARK A. BOUDREAUX, Individually and as agent and attorney in fact for Rosa Castex Boudreaux, Beulah Blanche Boudier, Castex M. Boudreaux, and James L. Boudreaux. — /s/ BERNICE F. BOUDREAUX, JAMES C. RUFFIN.

/s/ OGDEN W. JOHNSON, JR. — /s/ JAMES C. RUFFIN, CAROLYN L. JOHNSON

/s/ ORA JOHNSON MIGUEZ — /s/ GLADYS B. CONNOR, JAMES C. RUFFIN.

/s/ RAYMOND BRUCE, /t/ OZELIA McCAIN JOHNSON, herein represented by her agent and Attorney in fact, Raymond Bruce. — /s/ ALINE A. RICHARD, JAMES C. RUFFIN

/s/ RICHARD W. JOHNSON — /s/ JAMES C. RUFFIN, CAROLYN L. JOHNSON.

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared James C. Ruffin who, being by me duly sworn, stated under oath that he was one ofthe subscribing witnesses to the foregoing instrument and that the same was signed by Worrell B. Johnson, Albert Sidney Johnson, Jr., Grace Johnson Miller, Ora Johnson Miguez, Ogden W. Johnson, Jr., Richard W. John Mark A. Boudreaux, Individually and as agent and attorney in fact for Rosa Castex Boudreaux, Castex M. Boudreaux, James L. Boudreaux, Beulah Blanche Bourdier, and Ozella McCain Johnson represented by her agent and attorney in fact, Raymond Bruce, (Grantors, as above mentioned) in his presence and in the presence of the other subscribing witnesses.

/s/ JAMES C. RUFFIN

Sworn to and subscribed before me 17th March, 1960.

/s/ MARGARET M. GRAFTON Notary Public in and for Lafayette Parish, Louisiana. SEAL

PLAT ATTACHED TO ORIGINAL BUT NOT RECORDED.

FILED: MARCH 23 A. D. 1960 AT: 8:00 A. M.

RECORDED: MARCH 23 A. D. 1960 FILE NO: 260690. CLERK & EX OFFICIO RECORDER.

XXXX

245/425

ROSA BOUDREAUX ET AL

T O

CONTINENTAL OIL COMPANY.

EASEMENT

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESE

That the undersigned, ROSA BOUDREAUX, born Castex, widow of Adolph C. Boudreaux, deceased, MARK A. BOUDREAU married to and abiding with Berniece Foreman, both resid ents of Acadia Parish, Louisiana, BEULAH BLANCHE BOUDIER born Boudreaux, married to and abiding with Floyd J. Bou ier, CASTEX M. BOUDREAUX, married to and abiding with Lydia Boudreaux, born McBride, JAMES L. BOUDREAUX, married to and abiding with Adeline Boudreaux, born Cormier, all residents of Cal casieu Parish, Louisiana; MRS. OZELLA JOHNSON, born McCain, widow of Albert Sidney Johnson, Sr., deceased, herein represented by her duly appointed and authorized agent and attorney in fact, Raymond Bruce, as will appear by reference to original instrument of appointment dated February 23, 1955, filed Under No. 222026, and recorded in Book 191 atpage 512, of the con- veyance records of Jefferson Davis Parish, Louisiana, MRS. GRACE MILLER, born Johnson, widow by divorce of Ralph M. Miller, MRS. ORA MIGUEZ, born Johnson, wife of Adam Miguez, ALBERT SIDNEY JOHNSON, JR., married to and abiding with Marvel Andrus, MAMIE CLARK JOHNSON, widow o Ogden W. Johnson, RICHARD W. JOHNSON and O. W. JOHNSON, JR., all residents of the Parish of Jefferson Davis, Louisiana, and WORRELL B. JOHNSON, married to and abiding with Dora Car , a resident of Acadia Parish, Louisiana, hereinafter called Grantors, and CONTINENTAL OIL COMPANY, hereinafter referred to as Grantee, agree as follows, to wit:

WHEREAS, Grantors are the owners of a farm situated in the Parish of Jefferson Davis, State of Louisiana, described as follows, to wit:

All of Section Seventeen (17), Township Ten (10) South, Range Two (2) West, less and except 328 acres lying in the East portion:

All of Section Thirty nine (39), less and except that portion lying East, North and South of a part of Section Fourteen (14), in the form of a triangle, Township Ten (10) South, Range Three(3) West,

Lot Two (2) of Section Thirteen (13), Township Ten (10) South, Range Three (3) West, Louisiana Meridian.

WHEREAS, Grantee desires to acquire of grantors the right to lay, maintain, inspect, alt repair, operate and remove one pipe line for the transportation of gas, distillate and/or by products thereof, together with the right to install such valves, fittings, meters, and othe equipment as will be necessary or convenient for such operations under and across the herein above described land, and grantors desire to grant such easement to grantee on the terms and conditions hereinafter expended;

NOW, THEREFORE, for and in consideration of the sum of Five Hundred forty six and 06/10 (546.06) dollars, cash in hand paid, receipt of which is acknowledged, Grantors do hereby grant unto grantee the right to lay, maintain, inspect, alter, repair, operate and remove on pipeline for the transportation of distillate and/or by products, thereof, together with the right to install such valves, fittings, meters and other equipment as will be necessary or convenient for the such operations under and across the said land hereinabove described. The approximate route and course of the said pipeline across the said land is shown on the plat attached hereto, made a part hereof, and marked "Exhibit A."

There is included in this transfer the rights of ingress, egress and regress to and from said line for the purposes aforesaid, but said rights will be limited to the right of way herein granted. Grantors retain and shall have the full rights to use and enjoy the above described land except as to the right of easement heretofore granted unto Grantee, including the right to farm the surface of the land along the route of said pipe line; and grantee agrees to pay Grantors for any damages that may arise to land, crops, pasturage, timber, canals, levee system, private roadways, fencing, or buildings and other damages to

grantors from the exercise by grantee of the rights herein granted.

As additional consideration for the grant of this easement, grantee agrees:

(1) that said pipe line shall be buried at least thirty (30) inches below the surface of the ground, measured from the surface of the ground to the top of the pipe.

Valves, fittings, meters and other equipment permitted to be installed on the hereinabove described land in connection with the said pipeline shall be installed at least thirty (30) inches below the surface of the ground, measuring from the surface of the ground to the top of the said valve, fittings, meter or other equipment, to the end that said equipment will not interfere in any way with any of the operations of Grantors on said land and shall be installed as near a fence line as possible.

(2) Whenever the said pipeline shall run under or below any large drainage ditch or irrigation canal, whether natural or artificial, said pipeline shall be buried at least four (4) feet below the bottom of said drainage ditch.

(3) It is contemplated that if drainage ditches, irrigation canals or navigation canals are constructed on the above property by grantors or on an easement granted to any individual corporation or political subdivision of the State of Louisiana, Parish of Jefferson Davis, or the United States Government across the tract of land hereinabove described, and that such easement or construction shall encounter and cross the easement herein granted to Grantee, then and in that case, the Grantee agrees that it will bury its pipeline at least four (4) feet below the bottom of said drainage ditch, irrigation canal or navigation canal.

In the event there should be built a barge canal, the pipeline company will comply with Federal and State regulations, as well as ownership regulations.

(4) Grantee agrees and binds itself not to lay the said pipe line closer than two hundred (200) feet to any existing dwelling, barn or outbuilding on any of the hereinabove described land.

(5) In the event of the non use of this pipeline by grantee, its successors or assigns, for a period of twenty four (24) months, this easement shall be considered as being abandoned, and grantee shall have ninety (90) days in which to remove from the land all pipe and other equipment placed thereon.

(6) The right of way herein conveyed shall be 15 and 35 feet respectively on each side of the pipeline marked on Exhibit "A", for construction width only,. After construction the right of way will revert to a permanent width of 20 feet, 10 feet on each side of line. Said right of way shall be constructed as located on the plat annexed hereto and made a part hereof.

(7) Grantee agrees that the rice levees that are cut will be carefully restored by Grantee at its own costs and expense,and that grantee shall clear up the right of way, leaving the same in as nearly as possible the same condition as it was when construction was begun.

(8) That Grantee, before severing or cutting Grantors' fence or fences at each point where the same is to be severed or cut, will first staunchly cross brace the two panals, the one immediately on either side to the point of severance, so as to prevent unnecessary sag to the remaining portion of grantors' fence or fences. Grantee also agrees that when construction work on the pipeline is not under way such fences as it has cut will be closed.

(9) Grantee agrees that in the event the construction of a pipeline occurs during the flooding of the rice fields, grantee agrees to provide for the fluming of the water across the pipeline ditch and/or right of way so that the water in the rice fields will remain level, and levees necessary to keep the water from running off the land will be built along the right of way.

(10) Grantee agrees to clear and remove all timber and brush caused by the construction from the property hereinabove described.

It is well understood and agreed by and between the parties hereto that grantee is fully liable for all legally assessable injury to persons or property, including public liability resulting from the construction, maintenance and operation of the pipeline over and across the

hereinabove described land, which liability is in addition to that already assumed hereinabov

This is the grant of an easement and not the grant of the feet title to any land. Consquently no oil, gas or other minerals and no oil, gas or mineral rights are involved in this transaction, and grantee well understands that it has no right to explore or develop the mineral possibilities on the land occupied by its pipeline or the right to grant such privilege to others.

The provisions hereof shall enure to the benefit of and be binding upon the parties her to and their respective successors, heirs and assigns.

Grantee agrees to bury its pipeline six (6') feet below the surface of the land for a distance of one hundred fifty (150') feet at the approximate location on said right of way designated on Engineer's drawing attached hereto. Said one hundred fifty (150') feet to be staked on right of way by grantors or their agent prior to construction of said pipeline.

This grant of easement is made and signed as of this 31st day of October, 1960.

IN WITNESS WHEREOF the grantors, Rosa Boudreaux, Mark A. Boudreaux and Worrell B. Johns have executed this instrument on this 31st day of October, 1960, in the presence of the under signed competent witnesses.

/s/ ROSA BOUDREAUX, MARK A. BOUDREAUX, WORRELL B. JOHNSON

WITNESSES: /s/ MARK A. BOUDREAUX, WORRELL B. JOHNSON, LESLIE E. ROMAN.

IN WITNESS WHEREOF the grantors, Beulah Blanche Boudier, Castex M. Boudreaux and James L. Boudreaux have executed this instrument on this 1st day of November, 1960.

/s/ BEULAH BLANCHE BOUDIER, CASTEX M. BOUDREAUX,

WITNESSES: /s/ JAMES H. BOUDREAUX, ALLEN BOUDREAUX,

/s/ JAMES L. BOUDREAUX WITNESSES: /s/ ALLEN BOUDREAUX, L. E. ROMAN.

IN WITNESS WHEREOF, the grantors, Mrs. Ozella Johnson, Mrs. Grace Miller, Mrs. Ora Migu Albert Sidney Johnson, Jr., Mamie Clark Johnson, Richard W. Johnson and O. W. Johnson, Jr., have executed this instrument on this 2nd day of November, 1960.

MRS. OZELLA JOHNSON BY /s/ RAYMOND BRUCE Agent
WITNESSES: /s/ CHARLES RITTER, LENNIS L. LANDRY

/s/ MRS. GRACE MILLER WITNESSES: /s/ ADAM MIGUEZ

/s/ MRS. ORA MIGUEZ /s/ CHARLES RITTER

/s/ ALBERT SIDNEY JOHNSON, JR. /s/ EDITH H. DUBOIS

/s/ MAMIE CLARK JOHNSON /s/ MRS. RAYMOND ROLLISHEAUX

/s/ RICHARD W. JOHNSON. /s/ MRS. RAYMOND ROLLISHEAUX

/s/ O. W. JOHNSON, JR. /s/ LESLIE E. ROMAN

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

BEFORE ME, the undersigned Notary Public, on this day personally appeared Leslie E. Damon, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument, and that the same was signed by Rosa Boudreaux, Mark A. Boudreax, Beulah Blanche Boudier, Castex M. Boudreaux, James L. Boudreaux, Raymond Bruce, age for Mrs. Ozella Johnson, Mrs. Grace Miller, Mrs. Ora Miguez, Albert Sidney Johnson, Jr., Mami Clark Johnson, richard w. Johnson, O. W. Johnson, Jr., and Worrell B. Johnson, in his presenc and in the presence of Mark A. Boudreaux, Worrell B. Johnson; James L. Boudreaux; Allen Breau Louis L. Landry, Adam Miguez, Ethel H. Dubois and Mrs. Raymond Robicheaux. Chester Ritter, the other subscribing witness.

SWORN TO AND SUBSCRIBED TO before me, Notary Public, on this 3rd day of November, 1960.

/s/ MRS. SHIRLEY B. TRAHAN Notary public in and for Jefferson Davis Parish, Louisiana. SEA

PLAT ATTACHED TO ORIGINAL BUT NOT RECORDED.

FILED: NOVEMBER 22 A. D. 1960 AT: 2:30 P. M.
RECORDED: NOVEMPER 22 A. D. 1960 FILE NO: 265156. CLERK & EX OFFICIO RECORDER.
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hereby authorized and directed to execute for and on behalf of said minors an amendment to that certain Oil, Gas and Mineral Lease in favor of O. G. Collins, Jr., recorded in Conveyance Book 245, Page 157, as Original Act No. 264790 of the Records of Jefferson Davis Parish, such amendment to be in the form and contain the same provisions as the Exhibit "A-1" attached to said petition.

THUS, RENDERED and SIGNED in Chambers at Jennings, Louisiana, on this 20 day of February, 1961.

/s/ MINOS D. MILLER JR. - DISTRICT JUDGE

FILED: FEBRUARY 20, 1961. /s/ J. W. PITRE - DY. CLERK

FILED: FEBRUARY 23, 1961. A. D. AT: 4:00 P. M.

RECORDED: FEBRUARY 23, 1961. A. D. FILE # 267270. CLERK & EX OFFICIO RECORDER.

TIDEWATER OIL COMPANY

TO

WATERFORD OIL COMPANY, ET AL.

ASSIGNMENT

THE STATE OF LOUISIANA ASSIGNMENT

PARISH OF JEFFERSON DAVIS OIL, GAS AND MINERAL LEASE

KNOW ALL MEN BY THESE PRESENTS: That,

TIDEWATER OIL COMPANY, a Delaware corporation, hereinafter refered to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and assign, subject to the hereinafter referred to exceptions and reserwations unto WATERFORD OIL COMPANY, a corporation, and GENERAL CRUDE OIL COMPANY, a corporation, in the proportion of an unidivided one-half (1/2) to each, all of Assignor's right, title and interest in and to that certain oil, gas and mineral lease dated August 7, 1954, executed by Rosa Castex Boudreaux, et al., lessor, to Lyle Cummins, Lessee, covering 955.35 acres of land, more or less, situated in Jefferson Davis Parish, Louisiana, said lease being recorded in Conveyance Book 187, page 391, of the Records of said Parish, reference to said lease and the record thereof being here made for purposes of description of the lands covered thereby and for all other purposes, INSOFAR AND ONLY INSOFAR as said lease covers the lands described therein between the depths of 11,067 feet and 13,901 feet, includive, measured vertically below the surface.

There is excepted from this assignment and reserved unto Assignor, its successors and assigns, an overriding royalty interest of one-eighth of five-eighths (1/8 of 5/8) of all oil, gas and other minerals if, as and when produced from the lands covered and affected by said lease and under and by virtue os the said terms thereof, between the depths of 11,067 feet and 13,901 feet, inclusive, measured vertically below the surface. The delivery of said overriding royalty interest shall be made free of development and production costs to the credit of Assignor herein.

The interest herein reserved shall be subject to the payment of its proportionate part of all production, gatherina and ad valorem taxes now or hereafter applicable thereto.

This assignment is made in accordance with and subject to the terms and provisions of that certain letter agreement dated July 9, 1959, between Waterford Oil Company and Tidewater Oil Company.

This assignment is made in accordance with and subject to the terms and provisions of that certain letter agreement dated July 9, 1959, between Waterford Oil Company and Tidewater Oil Company.

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

IN WITNESS WHEREOF, this instrument has been executed on this 19 day of January, 1961.

WITNESSES:

/s/ DORIS LYNCH

/s/ E. R. WOOLDRIDGE

TIDEWATER OIL COMPANY

BY: /s/ EDD R. TURNER, JR. - Asst. Manager of Exploration

ATTEST: /s/ (NOT LEGIBLE) - Asst. Secretary

THE STATE OF TEXAS

COUNTY OF HARRIS

On this 19 day of January, 1961, before me appeared EDD R. TURNER, JR. to me persona known, who, being by me duly sworn did say that he is the _____-of TIDEWATER OIL COMPANY and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said EDD R. TURNER, JR., acknowledged said instrument to be the fre act and deed of said corporation.

WITNESS MY HAND and seal on the date of this certificate first above written.

/s/ MAYME MATHEWS - NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS ((SEAL))

FILED: FEBRUARY 23, 1961. A. D. AT: 5:00 P. M.

RECORDED: FEBRUARY 23, 1961. A. D. FILE # 267271. CLERK & EX OFFICIO RECORDER

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THE STATE OF TEXAS

COUNTY OF HARRIS

On this 19 day of January, 1961, before me appeared EDD R. TURNER, JR. to me person known, who, being by me duly sworn did say that he is the _____-of TIDEWATER OIL COMPAN and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said EDD R. TURNER, JR., acknowledged said instrument to be the fr act and deed of said corporation.

WITNESS MY HAND and seal on the date of this certificate first above written.

/s/ MAYME MATHEWS - NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS ((SEAL))

FILED: FEBRUARY 23, 1961. A. D. AT: 5:00 P. M.

RECORDED: FEBRUARY 23, 1961. A. D. FILE # 267271. CLERK & EX OFFICIO RECORDE

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applies to subject lease, it being understood that said net profits and operating agreement has been amended by the letter agreement next set forth, so that same shall apply only to that portion of subject lease in which Assignor earned or shall earn no interest by virtue of the provisions of the letter agreement next described.

(f) Without limitation of the foregoing, all of Assignor's right, title and interest under the provisions of that certain letter agreement dated July 9, 1959, between Tidewater Oil Company, Waterford Oil Company, and General Crude Oil Company, a recording supplement of which was dated July 23, 1959, recorded in Conveyance Book 234, page 541, of the Records of Jefferson Davis Parish, Louisiana, under the provisions of which Assignor has acquired an assignment dated November 11, 1959, filed and for record under Entry No. 257936 of the Records of Jefferson Davis Parish, Louisiana, covering the rights under subject lease down to 11,067 feet subject to certain overrfding royalty interests reserved by Tidewater Oil Company, and has received an additional assignment dated January 19, 1961, filed for record under Entry No. _____of the Records of Jefferson Davis Parish, Louisiana, covering rights under subject lease as to depths between 11,067 feet and 13,901 feet subject to certain overriding royalty interes reserved by Tidewater Oil Company and under the provisions of which Assignor has the right to earn additional interests of said lease by commencing additional drilling operations prior to July 9, 1961, it being the intention hereof to convey assignor's rights to earn such additional interests

2.

This conveyance is made without warranty of title even as to the return of the purchase price, but with full substitution and subrogation of all rights of warranty to which Assignor may be entitled against all former proprietors.

3.

This conveyance shall be effective as to all production runs subsequent to 7:00 o'clock A. M. on the 1st day of March, 1961, and Assignees shall own all production in storage on and after such date.

4.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their rexpective heirs, successors and assigns.

IN WITNESS WHEREOF this instrument is executed this 22nd day of February, 1961.

WITNESSES:

/s/ JOSEPH H. STEPHENS — WATERFORD OIL COMPANY

/s/ (NOT LEGIBLE) — BY: /s/ RAY BOERNE THOMPSON - Vice Presidnet

/s/ R. A. DEISON, JR. — GENERAL CRUDE OIL COMPANY

/s/ L. A. EUDY — BY: /s/ J. W. CUTBIRTH - Vice President.

STATE OF TEXAS

COUNTY OF HARRIS

ON THIS 22nd day of February, 1961, before me, appeared RAYBOUNNE THOMPSON, to me personally known, who, being by me duly sworn, did say that he is the Vice Presidnet of WATERFORD OIL COMPANY and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Raybounne Thompson, acknowledged said instrument to be the free act and deed of daid corporation.

/s/ MAXINE MOSS - NOTARY PUBLIC - ((SEAL))

STATE OF TEXAS

COUNTY OF HARRIS

ON THIS 23rd day of February, 1961, before me, appeared J. W. CUTBIRTH, to me personally known, who being by me duly sworn, did say that he is the Vice President of GENERAL CRUDE OIL, COMPANY and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said J. W. CUTBIRTH acknowledged said instrument to be

the free act and deed of said corporation.

/s/ ROSELLE DAVISSON - Notary Public in and for Harris County, Texas My commission Expires June 1, 1961. ((SEAL))

At a duly constituted meeting of the Board of Directors of General Crude Oil Compar held on February 10, 1959, the following resolution was adopted:

RESOLVED, That the president and any Vice president of this Corporation be, and eac of them hereby is, authorized to execute and deliver on behalf of this Corporation any ar all deeds, leases, assignments, bids, offers, applications, agreements, contracts, includ but not limited to, contracts related to option rights, exploration rights, and operating and unitization agreements, mortgages, releases, receipts, acquittances, and any other legal documents and instruments which may be necessary or expedient in, or incident to, the conduct of the ordinary business of this corporation, and that the secretary and assistant secretary of this corporation be, and each of them hereby is, authorized to aff the corporate seal of this corporation, if required, to any such document or instrument and to attest said seal when the same is so affixed.

I, the undersigned, hereby certify that the foregoing is a true copy of the resolut adopted by the Board of Directors of the above mentioned Corporation at a meeting of the said Board held on the aforementioned date, and entered upon the regular minute book of t said cprporation, and now in full force and effect, and that the Board of Directors of se Corporation, has, and at the time of the adoption of the said resolution had, full power and lawful authority to adopt the said resolution and to confer the powers thereby grante to the officers therein named, who have full power and lawful authority to exercise the s

//s/ W. P. BARNARD - Secretary

STATE OF TEXAS

COUNTY OF HARRIS

On this 23rd day of February, 1961, in the said county of Harris, before me, a Nota Public duly commissioned and qualified in and for the State and County aforesaid, persona came W. P. BARNARD, personally known to be, and known to me to be the person described in and who executed the foregoing certificate, and acknowledged to me that he executed the same; and being by me duly sworn, did depose and say that he is the Secretary of General Crude Oil Company; that as such officer he keeps the corporate minute book and seal of th said Corporation; and that the foregoing certificate is true to his own knowledge.

Subscribed and sworn to before me this 23rd day of February, 1961.

/s/ SARAH WILLIAMS -

Extract from the minutes of a Meeting
of the Board of Directors of WATERFORD
OIL COMPANY, held at Room 1000, Queen
Elizabeth Hotel, Montreal, Canada, on the
31st day of January, 1961, at 6:30 P. M.

On motion duly made and seconded, the following resolution was UNANIMOUSLY PASSED:

RESOLVED: That the president or any Vice President of this corporation be and each of them acting individually is hereby authorized for and on behalf and in the name of this Corporation to sell the Corporations interest in that certain mineral lease from Rosa Cost Boudreaux, et al, as Lessors to Lyle Cummins as Lessee dated August 7, 1954, entered in Bo 187, page 391, Deed Records of Jefferson Davis Parish, Louisiana, under original entry 218425 and covering 955.35 acres of land more or less, the whole for such consideration and upon such terms and conditions as the officer acting hereunder may determine, and that any such officer be and he is hereby authorized for and on behalf and in the name of the Corporation to sign any and all deeds of sale and other documents which may be necessary o

expedient in the premises.

I, the undersigned Assistant Secretary-Treasurer of WATERFORD OIL COMPANY, do hereby certify under my hand and the seal of the said corporation, that the foregoing is a true and exact extract from the minutes of a Meeting of the Board of Directors of the Corporation, duly convened and held on the date and at the place above stated , at which a quorum was present throughout.

DATED this 16th day of February, 1961.

/s/ (NOT LEGIBLE) - Assistant Secretary-Treasurer ((SEAL))

FILED: FEBRUARY 23, 1961. A. D. AT: 5:00 P. M.

RECORDED: FEBRUARY 23, 1961. A. D. FILE # 267272. CLERK & EX OFFICIO RECORDER.

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OZELLA McCAIN JOHNSON ET AL

T O

MIDWEST OIL CORPORATION

RECEIPT & RELEASE.

RECEIPT AND RELEASE.

STATE OF LOUISIANA |

PARISH OF JEFFERSON DAVIS |

WE, the undersigned, do hereby acknowledge the payment and receipt of the total sum of Four Thousand, Two hundred and no/100 ($4,200.00) Dollars, cash in hand paid, by Midwest oil Corporation, a Nevada Corperation, for all damages in connection with operations on, over and across the following described lands, to wit:

A certain tract of land containing 1103.35 acres, more or less, and being situated as follows:

Beginning at a point 3068.0' S. 62° E, from the NW corner Irregular Section 17, T.10S. R.2W. thence N. 62°29' w along the N line of Section 17 3068.0' to the NW corner; thence continuing along the N line of Irregular Section 39, T.10S., R.3W, 482.0' to the most northerly NW corner of said section; thence S 52° 32½' W 7349.7' along the W 7349.7' along the W line of said section 39 to a corner on the E line of Section 14; thence S 0° 04' E 3395.0' to the SW corner of Lot 2 of Irregular Section 13, T.10S., R.3W.; thence S 89°48' E 3262.6' along the S line of said Lot 2 to the SE corner; thence S 62° 41' E 4120.0' to a corner on the right descending bank of the Mermentau River; thence northerly with the meander of said River along the right bank to a point 235.0' east of the most southerly corner of the Irregular Section 17, T.10S, R.2W; thence northerly as the meander line of the no name coulee meanders to the point of beginning, Bounded northerly by Acadia Development Co., Inc., the Mermentau River and Texas Company, Northwesterly by Annie H. Hebert and Frank C. Perl, West by Louise C. Miller and Albert Brosius, East by Texas Company, and Mermentau River, South by D. C. Ritchie, G. T. Golden Bryan Harbert, Mermentau River and the Texas Company.

LESS AND EXCEPT from above tract:

1. The most northerly 160 acres being a rectangular shaped tract in the northern part of Irregular Section 39, T.10S., R. 3W., and NW portion of Irregular Section 17, T.10S., R.2W, and more specifically described in a Partial release of oil, gas and mineral lease dated March 5, 1954, recorded under Entry No. 218422, in conveyance Book 187, page 379.

2. 10 acres in the NW corner of Section 18, T.10S., R.2w., and partly in Section 39, T.10S., R.3W., being property purchased by Fred Shutts in a deed dated March 6, 1936, (CB 66, page 101, conveyance records of Jefferson Davis Parish, Louisiana).

3. 10 acres situated in Section 18, T.10S., R.2W., conveyed to Pelican Oil Purchasers, Inc., by deed dated March 3, 1949, recorded under file No. 173883 in conveyance Book 139, page 3.

This receipt evidences full and complete payment by Midwest oil Corporation for any and all damages whatsoever, including but not limited to, damages to the surface, fences, crops, timber and any and all other damages of any kind in connection with the drilling of the Midwest Oil Corporation's #1 - Johnson Boudreaux and the Midwest Oil Corporation's #2 - Johnson Boudreaux wells.

In consideration of the aforesaid payment, the undersigned hereby release and relinquish any and all claims against Midwest oil Corporation, its successors, agents or employees by reason of any and all operations in connection with the drilling of the above mentioned wells.

The aforesaid consideration is hereby accepted as full payment of any obligation or liability on the part of Midwest to fill in, level or to otherwise improve, repair or work on the mut pits or other excavations, levees or fills constructed in connection with the wells hereinabove mentioned or to do any other work or thing to restore the land to the condition which it was prior to the commencement of operations. The undersigned further agree to hold Midwest oil corporation harmless as against liability for any injruy which may hereafter result to them or to third parties as a

result of the condition of the land.

THUS DONE AND SIGNED on this 31st day of August, 1961, in the presence of the undersigned competent witnesses.

/s/ OZELLA McCAIN JOHNSON BY /s/ RAYMOND BRUCE Attorney in fact.

WITNESSES: /s/ LYNN H. BOURDIER, DORA C. JOHNSON.

/s/ WORRELL B. JOHNSON WITNESSES: /s/ LYNN H. BOURDIER, DORA C. JOHNSON.

/s/ MRS. GRACE JOHNSON MILLER /s/ LYNN H. BOURDIER, DORA C. JOHNSON.

/s/ ALBERT S. JOHNSON,JR. /s/ LYNN H. BOURDIER, DORA C. JOHNSON.

/s/ MRS. ORA JOHNSON MIGUEZ /s/ LYNN H. BOURDIER, DORA C. JOHNSON.

/s/ OGDEN W. JOHNSON, JR. /s/ LYNN H. BOURDIER, DORA C. JOHNSON.

/s/ RICHARD W. JOHSNSON /s/ LYNN H. BOURDIER, DORA C. JOHNSON.

/s/ MRS. ROSA CASTEX BOUDREAUX /s/ LYNN H. BOURDIER, DORA C. JOHNSON.

/s/ MRS. BEULAH BLANCHE BOURDIER /s/ LYNN H. BOURDIER, DORA C. JOHNSON.

/s/ MARK A. BOUDREAUX /s/ LYNN H. BOURDIER, DORA C. JOHNSON.

/s/ CASTEX M. BOUDREAUX /s/ LYNN H. BOURDIER, DORA C. JOHNSON.

/s/ JAMES L. BOUDREAUX s/ LYNN H. BOURDIER, DORA C. JOHNSON.

STATE OF LOUISIANA

PARISH OF ACADIA.

BEFORE ME, the undersigned Notary Public on this day personally appeared, Lynn H. Bourd who being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Mrs. Ozella McCain Johnson by Raymon Bruce Attorney in Fact, Worrell B. Johnson, Mrs. Grace Johnson Miller, Albert S. Johnson, Jr. Mrs.ORA Johnson Miguez, Ogden W. Johnson, Jr., Richard W. Johnson, Mrs. Rosa Castex Boudreaux Mrs. Beulah Blanche Bourdier, Mark A. Boudreaux, Castex M. Boudreaux, and James L. Boudreaux, (Lessor, as above mentioned) in his presence and in the presence of the other subscribing witn

/s/ LYNN H. BOURDIER

SWORN TO AND SUBSCRIBED before me this 31st day of August 31, 1961.

/s/ WILFRED A. GUIDRY

Notary Public in and for

Acadia Parish,

Louisiana.

S E A L

FILED: SEPTEMBER 26 A. D. 1961 AT: 8:00 A. M.

RECORDED: SEPTEMBER 26 A. D. 1961 FILE NO: 271192. CLERK & EX OFFICIO RECORDER.

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262/200

day came and appeared H. G. Dunlap, who being by me duly sworn, deposes and says that he was one of the subscribing witnesses, to the above and foregoing instrument, and that the same was signed by Ed F. Heyne (Grantor, as above mentioned) in his presence and in the presence of the other subscribing witness.

/s/ H. G. DUNLAP Subscribing witness.

Sworn to and subscribed before me this the 2nd day of January, 1963.

/s/ MARIE H. CROFT Notary Public in and for Harris County, Texas. SEAL.

FILED: JANUARY 7 A. D. 1963 AT: 8:00 A. M.

RECORDED: JANUARY 7 A. D. 1963 FILE NO: 280537. CLERK & EX OFFICIO RECORDER.

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Section Thirty nine (30) on the West, and on the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albe Sidney Johnson and Adolphe C. Boudreaux acquired the said property from Jean Castex, J and which Act is recorded in Jefferson Davis Parish, La., containing 1,125.35 acres, more or less; less and except and not included in the aforedescribed tract are those t ten acre parcels of property described as follows and designated as "First Exception" and "Second Exception", to wit:

First Exception. That ten acre parcel of land situated in Section Eighteen (18), Townsl Ten (10) South, Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johns and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc., by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to wit: Starting at the Nort west corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one and a quarter (1/14") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one and a quarter (1/14") inch galvanized pipe, the lower front corner of the Robira 10 acr tract for a point of beginning; thence, following the right Bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence leaving the Riv and running South 37° 00' West 693.5 feet; thence North 72° 06' West 691.5 feet to lowe side line of the Robira 10 acres; thence following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts' Son Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East b Mermentau River and on the South and West by other land by Albert Sidney Johnson and Adolphe C. Boudreaux.

Second Exception. That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West,and in Se t tion Thirty nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in conveyance Book 66, page 101, of the records of Jefferson Davis Paris Louisiana, and is more particularly described as follows, to wit:

Beginning at a point 459 feet south of the corner between Section Eighteen (18), Townsh Ten (10) South, Range Two (2) West, and section Thirty nine (39), Township Ten (10) Sou Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one and a quarter (1 1/4") inch galvanized pipe; thence South 53°, East 272.4 Feet to the line between Section Eighteen (18), Town- ship Ten (10) South, Range Two (2) West, and Section Thirty nine (39), Township Ten (10 South, Range Three (3) West 921 feet South of the corner between the two said sections; thence South 53° East 327.6 feet to a one and a quarter (1 1/4") inch galvanized iron pipe; thence North 37° East 726 feet to a one and a quarter (1/4") inch galvanized pipe on the right descending bank of the Mermentau River; thence, North 53° West up the right descending Bank of the Mermentau River, 600 feet to a one and a quarter (1 1/4") inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing ten (10) acres.

MOVABLE PROPERTY

Jefferson Davis Parish, La.:

Bank Account located in the Calcasieu Marine National Bank of Lake Charles, Jennings Branch, in the name of Ozella McCain Johnson, in the sum of $97.04.

Furniture and fixtures.

Decedent's share in 1962 rice crop.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any firm, person or corporation which has in its possession any property belonging to the decedent, Ozella McCain Bruce Johnson, transfer the entirety of the accounts or property to Reuben Raymond Bruce, as hereinabove described.

JUDGMENT RENDERED, READ AND SIGNED in Chambers, In Jennings, Louisiana, on this 7 day of January, 1963.

/s/ MINOS D. MILLER, JR. District Judge.

Filed January 7, 1963 /s/ GAY B. HUFF. Dy. Clerk.

FILED: JANUARY 7 A. D. 1963 AT: 10:00 A. M.

RECORDED: JANUARY 7 A. D. 1963 FILE NO: 280539. CLERK & EX OFFICIO RECORDER.

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263/597

MIDWEST OIL CORPORATION ET AL

T O

DELTA DRILLING COMPANY ET AL

ASSIGNMENT

ASSIGNMENT OF OIL, GAS AND MINERAL LEASE.

STATE OF LOUISIANA)
PARISH OF JEFFERSON DAVIS) KNOW ALL MEN BY THESE P

WHEREAS, Midwest Oil Corporation, a Nevada Cor ation, Samedan Oil Corporation, a Delaware Corporat Samedan Associates, Inc., and Sam Noble are the owr of an undivided interest in the following described oil, gas and mineral lease located in Jefferson Davis Parish, Louisiana, to wit:

Oil, gas and mineral lease dated August 7, 1954, executed by Rosa Castex Boudreaux, et al, lessor, to Lyle Cummins, as lessee, covering 955.35 acres of land in Jefferson Davis Parish, Louisiana, recorded under Entry No. 218425, conveyance Book 187, page 391, of the records of Jefferson Davis Parish, Louisiana.

WHEREAS, by Louisiana Department of Conservation Order No. 101-B, dated March 7, 1962, portions of the above identified lease were included in the single producing unit for the 9 100' Sand of West Mermentau Field, Jefferson Davis Parish, Louisiana, said order recorded as Entry No. 274875, Book 256, at page 101, in the conveyance records of Jefferson Davis Paris Louisiana.

NOW, THEREFORE, MIDWEST OIL CORPORATION, SAMEDAN OIL CORPORATION, SAMEDAN ASSOCIATES, and SAM NOBLE, as assignors, in consideration of the sum of One Hundred ($100.00) Dollars a other valuable consideration, the receipt and adequacy of which is hereby acknowledged, do these presents, assign, set over, transfer, and convey unto DELTA DRILLING COMPANY, W. W. F OIL CORPORATION and T. M. EVANS, as Assignees, all of their right, title and interest in an to the oil, gas and mineral lease described above, insofar and only insofar as the said oil gas and mineral lease covers the 9100 Foot Sand under the lands included within the above id ified producing unit. The 9100 Foot sand is identified as that gas and consendate and occu ing between electric log depths of 9129-9151 feet in the Delta Drilling Company's F. Zigler 1 well located in Section 15, Township 10 South, Range 2 West, Jefferson Davis Parish, Loui

This assignment, effective April 1, 1962, is made by assignors without warranty of titl either express or implied.

IN WITNESS WHEREOF, this instrument is executed this 14th day of December, 1962.

MIDWEST OIL CORPORATION BY /s/ ROBT. W. KLINE Vice President.

ATTEST: /s/ JOHN A. GROOM Ass't Secretary (SEAL)

WITNESSES: /s/ SHIRLEY S. WRIGHT, SHIRLEY HAMILTON.

SAMEDAN OIL CORPORATION BY /s/ ROY BUTLER Vice President

ATTEST: /s/ A. A. ROVELLE Secretary (SEAL)

WITNESSES: /s/ EUGENIA CANTRELL, JERVIS CLARK.

SAMEDAN ASSOCIATES, INC. BY /s/ R. E. LAYHE Vice President

ATTEST: /s/ B. W. CALSTON Secretary SEAL.

WITNESS./s/ EUGENIA CANTRELL, JUDY RUDD

/s/ SAM NOBLE WITNESSES: /s/OZEO OTERY JR. BETTY HAMILTON

DELTA DRILLING COMPANY BY /s/ CHRIS ZIPPA Vice President

ATTEST: /s/ N. L. WEBSTER Ass't. Secretary SEAL.

WITNESSES: /s/ BONNIE RICHARDS, ROBERT M. WAINWRIGHT JR.

W. W. F. OIL CORPORATION BY /s/ W. D. FRAZELL SEAL.

WITNESSES: /s/ DAVID C. ARCHER, JR., ELOISE A. DOPSON

/s/ T. M. EVANS BY T. M. EVANS WITNESSES: /s/ JOHN J. GARVIS, J. B. FRANCIS

STATE OF TEXAS COUNTY OF TARRANT.

On this 14th day of December, 1963, before me, the undersigned, a Notary Public in and said County and State, personally appeared Robt. W. Kline, to me personally known, who bein

by me duly sworn, did say that he is the Vice President of Midwest Oil Corporation, a Nevada Corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Rbt W. Kline acknowledged said instrument to be the free act and deed of said corporation.

/s/ DORIS JAMISON NOTARY PUBLIC SEAL.

STATE OF OKLAHOMA COUNTY OF CARTER.

On this 31st day of December, 1962, before me appeared Roy Butler, to me personally known who being by me duly sworn, did say thathe is the Vice President of Samedan Oil Corporation, a Delaware corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of directors, and said Roy Butler acknowledged said instrument to be the free act and deed of said corporation.

/s/ DORIS STUNKINBURY SEAL.

STATE OF OKLAHOMA COUNTY OF GARTER

On this 2nd day of January, 1963, before me appeared R. E. Layke to me personally known, who, being by me duly sworn, did say that he is the Vice President of Samedan Associates, Inc., and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of Directors, and said R. E. Layke acknowledged said instrument to be the free act and deed of said corporation.

/s/ JACQUELINE SPIVEY SEAL.

STATE OF OKLAHOMA COUNTY OF GARTER

On this 7th day of January, 1963, before me personally appeared Sam Noble to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

/s/ DORIS STUNKINBURY SEAL.

STATE OF TEXAS COUNTY OF SMITH

On this 23rd day of March, 1963, before me, the undersigned, a Notary Public, appeared Chris Zeppa, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Delta Drilling Company, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Chris Zeppa acknowledged said instrument to be the free act and deed of said corporation.

/s/ HAZEL CARRELL NOTARY PUBLIC Smith county, Texas SEAL.

STATE OF LOUISIANA PARISH OF LAFAYETTE

On this 14th day of January, 1963, before me, the undersigned, a Notary Public, appeared W. D. Frozell, to me personally known, who, being by me duly sworn, did say that he is the President of W. W. F. Oil Company, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said W. W. Frazell acknowledged said instrument to be the free act and deed of said corporation.

/s/ JOYCE KIRSCH SEAL.

STATE OF NEW YORK COUNTY OF NEW YORK

On this 20th day of March, 1963, before me personally appeared T. M. Evans to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed thesame as his free act and deed.

/s/ MARY R. TIBBETTS NOTARY PUBLIC, State of New York SEAL

FILED: MAR CH 26 A. D. 1963 AT: 10:00 A. M.

RECORDED: MARCH 26 A. D. 1963 FILE NO: 282190. CLERK & EX OFFICIO RECORDER.

&#&#&#

ROSA CASTEX BOUDREAUX, ET AL

TO

DELTA DRILLING COMPANY.

AGREEMENT.

SALT WATER DISPOSAL AGREEMENT.

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

KNOWN ALL MEN BY THESE PRESENTS, THAT:

ROSA CASTEX BOUDREAUX, widow of Adolph C. Boudreaux MARK A. BOUDREAUX, husband ofBernice Foreman, BEULAH BLANCHE BOURDIER, wife of Floyd J. Bourdier, CASTEX M. BOUDREAUX, husband of Lydia McBride, JAMES L. BOUDREAUX, husband of Adelina Cormier, REUBEN RAYMOND BRUCE, husband of Mary Simeaux, WORRELL B. JOHNSON, husband of Dora Cary, MRS. GRACE JOHNSON MILLER, divorced from Ralph M. Miller, ALBERT SIDNEY JOHNSON, JR., husband of Marvel Andrus, MRS. ORA JOHNSON MIGUEZ, wife of Adam Miguez, O. W. JOHNSON, JR., husband of Carolyn Leonard Johnson, and RICHARD W. JOHNSON, huband of Nancy Watkins Johnson, herein after collectively referred to as "lessor", have effective May 15, 1963, agreed with DELTA DRILLING COMPANY, a Texas Corporati authorized to do and doing business in the State of Louisiana, with offices in Tyler, Texas whose address is P.O. Box 2012, Tyler, Texas hereinafter called "Delta" as follows:

1.

Lessor, during the term and for the purposes hereinafter set forth, does hereby lease, let, demise and rent exclusively unto Delta the wellformerly known as Continental oil CompanyNo. 1 Johnson Boudreaux Well, together with all equipment, pipe and casing, therein and thereon, said well being shown more particularly on the attached plat of survey as the Delta drilling Company- T M. Evans J. & B Salt Water Disposal Well no. 1 .

2.

Delta is hereby granted the full and exclusive right and authority to conduct operations on the above well, and to complete and/or recomplete said well, and to equip, maintain, use and operate said well, the equipment therein and thereon, as a salt water disposal well for the salt water and its products produced by and in connection with Delta's operations under and pursuant to the Oil and Gas Lease referred to and described in Paragraph 3. hereof.

3.

This lease is for a term, commencing on the effective date hereof, and ending or expiring upon the day of expiration or termination of that certain oil, gas and mineral lease executed by Rosa CastexBoudreaux, et al, as lessor to James C.Ruffin, as lessee dated March 5, 1958, and recorded in the conveyance records of Jefferson Davis Parish, Louisiana, in book 222 page 318, under entry no. 245110, which lease covers and affects a 160 acre tract of land therein described, reference being herey made to said lease for purposes of identification herewith.

4.

Delta has paid to lessor the sum of Six Hundred Dollars ($600.oo) cash, which sum is accepted by lessor as the rental due hereunder for the first year of this lease, commencing from and after May 15, 1963. Thereafter through out the term of this lease, Delta Shall pay the lessor, as rental hereunder, the sum of Six Hundred Dollars ($600.oo) per year, payable on or before the anniversary date of the effective date hereof during the term of this lease, or shall deposit such sum to the account of lessor in the Jeff Davis Bank & Trust Company, Bank at Jennings, Louisiana.

5.

Delta is authorized and shall have the fullright and authority to assign and/or grant to as many as four other oil operators the right to use the above described well jointly and/or simultaneously with Delta as a salt water disposal well for the deposition of salt water and its products produced by and in connection with and under other oil and gas leases covering land

considerations for a right of way as lesor and such operator may agree on. The first annual rental of six hundred dollars ($600.oo) is to be made on ore before the 1st day of the month preceding the first use of said facility by such operator, and each succeeding annual payment be made or tendered thereafter by such operator on or before the expiration of twelve (12) months from the date of thelast annual rental payment.

6.

At any time within three (3) months after the termination of thislease, or at any time during the continuance thereof, Delta shall have the right to remove any and all pipes, materials and equipment of whatsoever nature that may be placed on , and , under or upon the premises, toyit, all of which shall belong to and remain the p roperty of Delta and shall in no event be considered or construed as fixtures upon the leased premises. Upon the termination of this lease, Delta shall be obliged to fill and level any earthen pits and ot otherwise restore the leased premises to its usual and normal condition, less normal use and wear and tear.

7.

This lease and all the terms and provisions hereof shall be binding upom and shall inure the benefit of the heirs, successors and their assigns to the respective parties hereto.

8.

Regardless of any actual or constructive notice thereof, no change in the ownership of the Leased premises or any interest therein or change in the capacity or status of lessor whether resultingnfrom sale, or other transfer, inheritance, interdiction, emancipation or otherwise, shall impose any additional burdenon Delta,or be binding on Delta for making any payments hereunder unless at least thirty (30) days before any such payment is due, the record owner of this lease shall have been furnished with evidence of such sale, transfer or inheritance or change in the status or capacity of lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance.

THUS DONE AND SIGNED effective May 15, 1963.

s/ROSA CASTEX BOUDREAUX, witnesses; s/ Bernice F.Boudreaux, Dora C. Johnson.

s/MARK A. BOUDREAUX Witnesses; s/ Bernice F.Boudreaux, Dora C. Johnson.

s/BEULAH BLANCHE BOURDIER,witnesses; s/ Allen Breaux, Ann Odom.

s/ CASTEX M. BOUDREAUX, witnesses s/ Allen Breaux, Ann Odom.

s/JAMES L. BOUDREAUX, Witnesses; s/ Allen Breaux, Ann Odom.

s/REUBEN RAYMOND BRUCE, Witnesses; s/ Bernice F.Boudreaux, dora C. Johnson.

s/ WORRELL B. JOHNSON, witnesses; s/ Bernice F. Boudreaux, Dora C.Johnson.

s/GRACE JOHNSON MILLER,witnesses/ s/ Bernice F.Boudreaux, Dora C.Johnson.

s/ALBERT SIDNEY JOHNSON, JR., witnesees/ s/ Bernice F. Boudreaux, Dora C. Johnson.

s/MRS. ORA JOHNSON MIGUEZ, witnesses; s/ Bernice F.Boudreaux, Dora C. Johnson.

s/O. W. JOHNSON, JR., Witnesses; s/ Bernice F.Boudreaux, Dora C.Johnson.

s/RICHARD W.JOHNSON witnesses;s/ Bernice F.Boudreaux, Dora C.Johnson.

DELTA DRILLING COMPANY, by;s/ Chris Zeppa, Vice president.

s/ N. L.Webster, Assistant Secretary. Attest;

Witnesses; s/ Robert M. Wainwright, Bonnie Richards.

STATE OF TEXAS, COUNTY OF SMITH.

BEFORE ME, the undersigned authority on this 27th day of May, 1963, appeared Chris Zeppa to me personally known, who being by me duly sworn, did say that he is the vice president of Delta Drilling Company and that said instrument wa s signed by him in behalf of said corporatio by authority of its Board of Directors and said Chris Zeppa acknowledged said instrument to be the free act and deed of said corporation.

s/ Hazel Carrell. Notary public. Iseal.

STATE OF LOUISIANA

PARISH OF ACADIA

BEFORE ME, the undersigned authority , on this the 17th day of May, 1963, personally came ar appeared Dora C.Johnson, who being by me duly sworn, on oath stated that she executed the above and foregoing instrument as a subscribing witness, and that it was executed by, Rosa Castex Boudreaux, Mark A.Boudreaux, Reuben Raymond Bruce, Worrell B. Johnson, Mrs.z Grace Johnson Miller, Albert Sidney Johnson, Jr., Mrs. Ora Johnson Miguez, O. W. Johnson, Jr and Richard W. Johnson, in her presence and in the presence of Bernice F.Boudreaux, the ohher subscribing witness.

s/ Dora C.Johnson, Affiant.

Sworn to and subscribed before me, this 17th day ofMay, 1963.

s/ Wilfred A. Guidry, notarypublic in and for Acadia Parish, Louisiana,

seal

STATE OF LOUISIANA

PARISH OF

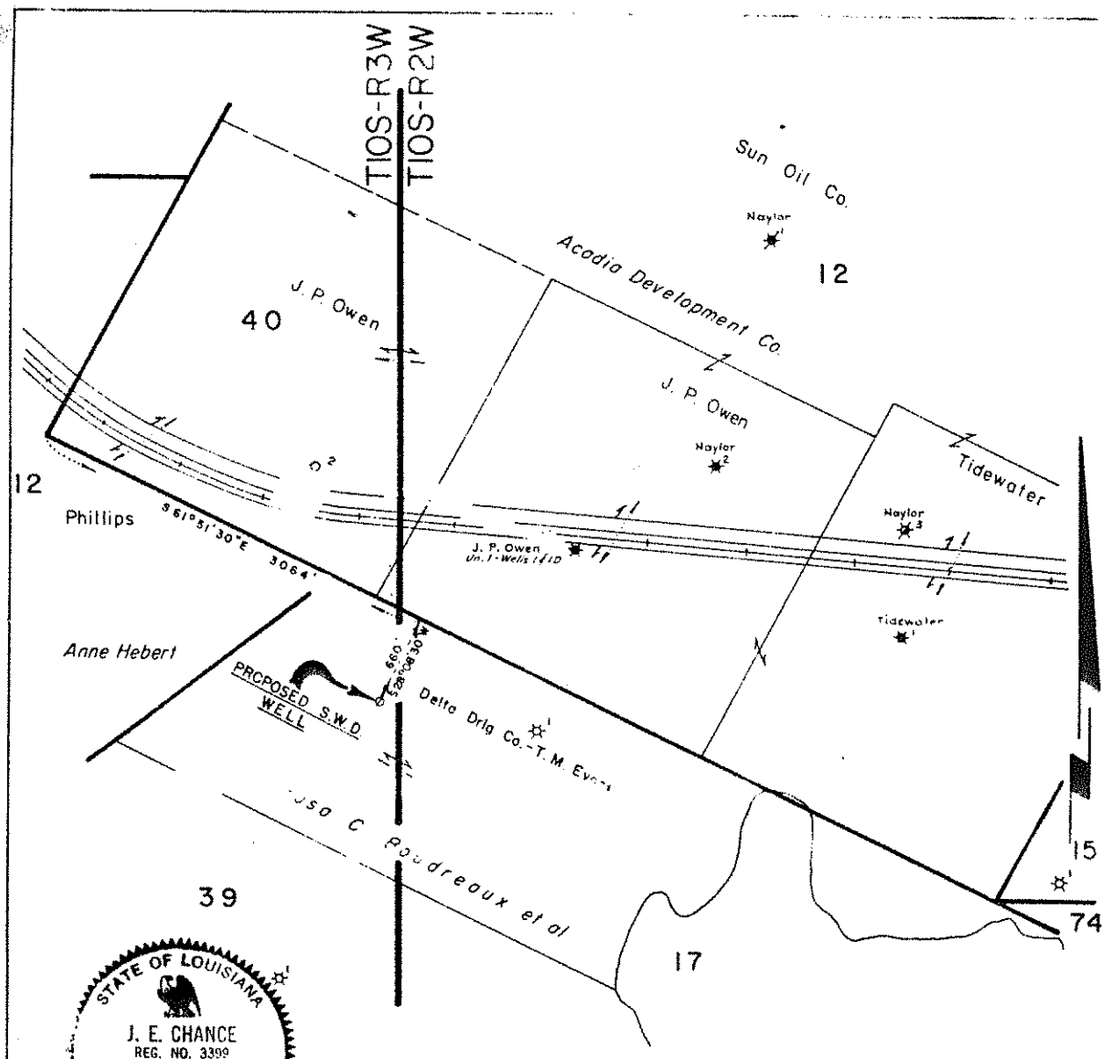
Before me, the undersigned authority, on this twentieth day of May, 1963, personally cameand appeared Allen Breaux, who being by me duly sworn, on oath stated that he executed the abo and foregoing instrument as a subscribing witnexs, and that it was executed byBeulah Blanche Boudrdier, Castex M. Boudreaux and James L. Boudreaux in his presnce and in the presence of Ann Odom, the other subscribing witness.

s/ Allen Breaux,

Sworn to and subscribed before me, this 20th day of May, 1963.

s/Locke A.Plauche, notary public. seal

See plat attached to next page.



I, John E. Chance, hereby certify that the location of Delta Drlg Co. T M Evans' *J B B Salt Water Disposal Well No. 1* is as follows: S61°51'30"E 3064' and S 28°08'30"W 660' from the West corner of Section 40, T10S-R3W, but falling in Section 39, T10S-R3W, Jefferson Davis Parish, Louisiana.

John E Chance

REGISTERED CIVIL ENGINEER NO. 3399
STATE OF LOUISIANA
JOHN E. CHANCE & ASSOCIATES, INC.

LOUISIANA DEPT. OF CONSERVATION

DELTA DRLG CO.-T. M EVANS

PERMIT PLAT

JEFFERSON DAVIS PARISH, LOUISIANA

SCALE: 1"= 1000' APRIL 22, 1963

[redacted]

FILED: MAY 28, 1963 AT: 9; 30 AM
RECORDED: MAY 28, 1963 FILE NO. 28447 CLERK & EX OFFICIO RECORDER.

269/103

THUS DONE, SIGNED in triplicate and PASSED before me, said Notary, at my office in Lincoln, Nebraska, on this 30th day of August, A. D., 1963, in the presence of Patrick W. Healey and L. Lorraine Barnhill, lawful witnesses, after due reading of the whole.

WITNESSES:

s/ PATRICK W. HEALEY — s/ ALICE L. FRANKS - born ROUNTREE

s/ L. LORRAINE BARNHILL — s/ LEE B. FRANKS

s/ ROBERT ALAN HEALEY - Notary Public - ((SEAL))

FILED: NOVEMBER 4, 1963. A. D. AT: 8:00 A. M.

RECORDED: NOVEMBER 4, 1963. A. D. FILE # 286479.

D. W. Price

CLERK & EX OFFICIO RECORDER.

ROSA CASTEX BOUDREAUX, ET AL.

TO

GENERAL AMERICAN OIL CO. OF TEXAS

SALT WATER DISPOSAL AGREEMENT

SALT WATER DISPOSAL AGREEMENT

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

Reference is hereby made to a certain Salt Water I
posal Agreement executed by ROSA CASTEX BOUDREAUX, widc
Adolph C. Boudreaux, MARK A. BOUDREAUX, husband of Berr
Foreman, BEULAH BLANCHE BOURDIER, wife of Floyd J. Bour
CASTEX M. BOUDREAUX, husband of Lydia McBride, JAMES L. BOUDREAUX, husband of Adelina Cormie
REUBEN RAYMOND BRUCE, husband of Mary Simoneaux, WORRELL P. JOHNSON, husband of Dora Cary,
MRS. GRACE JOHNSON MILLER, divorced from Ralph M. Miller, ALBERT SIDNEY JOHNSON, JR., husbar
of Marvel Andrus, MRS. ORA JOHNSON MIGUEZ, wife of Adam Miguez, O. W. JOHNSON, JR., husband
Carolyn Leonard Johnson, and RICHARD W. JOHNSON, husband of Nancy Watkins Johnson, hereinaft
collectively referred to in this instrument as "Lessor", and Delta Drilling Company, a Texas
corporation, hereinafter referred to as "Delta", recorded in the Conveyance records of Jeffe
Davis Parish in Sol. 265, page 223, Entry No. 283447.

Under the provisions of numerical paragraph 5 of the above mentioned agreement, Delta d
by these presents grant and assign unto General American Oil Company of Texas, hereinafter
referred to as "General American", the right to use the salt water disposal well described i
said agreement jointly and/or simultaneously with Delta, as a salt water disposal well for t
depositing of salt water and its products, produced by and in connection with its operations
on and production from other lands and leases.

The above salt water disposal well shall be operated by Delta and General American,
and any other party hereafter joining in the use thereof, on a joint basis, and the costs of
such operations shall be borne by said parties in equal proportions.

Delta and General American will each, at its own cost and expense (including supervisi
lay the necessary pipe line to convey its individual water production to the well and provid
such other equipment as is necessary for the injection.

The water shall be delivered into the well as clean as is mechanically possible, to
prevent injuring the formation and plugging up the well. Each company shall take care for
shall be solely responsible for its own operation and shall furnish its own labor and suppli

Delta, if requested by General American, will supply its with the necessary natural ga
to operate its pump engine, for which General American will pay to Delta reasonable charges
based on the price of gas in that area for resale purposes, after General American has insta
the engine and its gas requirements are known.

Delta will charge General American and any other party or parties who may hereafter use
the salt water disposal well the sum of $25.00 per month to cover such expense as it
might incur to supervise the operation of the well, itself, and do such work as may become
necessary to maintain the well operating properly on behalf of the Joint Account. However, a

expenses for maintenance, repair or workover shall be borne by the parties in equal proportions, and shall only be undertaken after approval is obtained from General American.

The salt water disposal well referred to in the above agreement, can at the present time take more salt water than is being produced by either Delta or General American. It is agreed that as long as the well operates under its capacity, there shall be no objection by either party if the water delivered to the well does not correspond exactly to the percentage of ownership of the well, regardless of the source from which the water comes. However, after said well reaches maximum capacity of receiving water without undue high injection pressure, each party shall always have full right to inject its pro-rata of the amount of water that the well is capable of recieving, based on its proportionate interest in the well and share of the operating expenses.

In the event either Delta or General American should terminate its rights under the sale water disposal agreement, the other company shall have the right to continue injection of salt water into the salt water disposal well, by paying to Lessor the amount of rental chargeable to such party under the terms of said agreement, and as provided in this agreement. The company ceasing to inject salt water under the terms of the above mentioned agreement shall transfer to the other company all its rights in the salt water disposal well, and the surface equipment attached to or used in connection with the operation of said well and, in return therefor, the company continuing to inject salt water shall pay to the discontinuing company, its proportionate part of the residual value which said salt water disposable well and its surface equipment may have at the time.

To these presents join the parties hereinabove named as Lessor, who hereby consent to the foregoing agreement.

In order to enable General American to exercise the salt water disposal rights herein granted, Lessor does by these presents lease and let unto General American, the following surface rights and servitudes:

(a) The right of using for the installation and use by General American of such storage tanks or other structures or equipment as may be needed by General American, for injection of salt water and its products as herein authorized, the surface of the tract of land containing 2 acres, in the shape of a square, with the center of said square marked by the location of the salt water disposable well herein described.

(b) A right of way or servitude of passage, for ingress and and egress of General American, its employees, agents and privies in contract, over an existing road on the land of Lessor, indicated and shown on a plat which is attached thereto as "Road to Salt Water Disposal Well." The parties hereto recognize that the above road is actually in existence on the ground at the present time, and that the servitude herein granted includes use of said road as it now exists. This servitude shall be used by General American jointly with Delta.

(c) A right of way or servitude 12 feet in width, for the installation and maintenance of a pipeline for the transportation and injection of salt water and its products from the well or wells of General American into the salt water disposal well referred to in this agreemtn. Said right of way commences at the location of said salt water disposal well, and thence runs parallel with the road referred to under subparagraph (b) hereinabove a distance of approximately 930 feet; and thence rund in a northerly direction to the north line of the land of Lessor. The location of said right of way is indicated in red on the attached plat.

In consideration of the rights herein granted to and acquired by General American hereunder, including two acre surface lease and the servitudes herein leases, as well a the rightto inject salt water and its products into the sale water disposal well, General American binds and obligates itself to pay to Lessor, or to deposit to the credit of Lessor in the depository

bank designated in the original salt water disposal agreement, and in the manner provided in said agreement, rental in the sum of $900.00 per annum commencing with the first day of t month that General American injects salt water into the salt water disposal well herein desc and annually thereafter so long as General American continues to inject salt water. The fir annual rental payable by General American shall be paid on or before the first day of the mc in which it first injects salt water into the salt water disposal well, and each such succes rental shall be paid or tendered on or before expiration of the twelve-month period for whi preceding payment is made.

The provisions of numerical paragraph 8 of the salt water disposal agreement of May 15 1963, shall apply to the payments provided for in the preceding paragraph.

General American shall have the right to inject salt water under the salt water dispos agreement hereinabove described and to use the servitudes herein granted unto it so long as continues to pay rentals on the manner herein provided, and said agreement shall terminate to General American, when it ceases to pay such rentals.

In the event General American should continue to inject salt water after the discontin by Delta, General American shall have the same rights and obligations as Delta under the provisions of numerical paragraph six of the salt water disposal agreemtnt of May 15, 1963.

This instrument may be executed in one or more separate counterparts, and will be bind on each party who signs any counterpart hereof, regardless of whether or not the same or any other counterpart is signed by any of the others.

THUS DONE AND SIGNED as of the 10th day of October, 1963, in the presence of the under competent witnesses;

WITNESSES:

s/ C. M. EDGERTON
s/ DOUGLAS RICHARD
s/ C. M. EDGERTON
s/ DOUGLAS RICHARD
s/ C. M. EDGERTON
s/ LYNN H. BOUDREAUX
s/ ANN QDOM
s/ C. M. EDGERTON
s/ C. M. EDGERTON
s/ SIDNEY D. HINTON
s/ C. M. EDGERTON
s/ GAY B. HUFF
s/ C. M. EDGERTON
s/ DOUGLAS RICHARD
s/ C. M. EDGERTON
s/ DORA C. JOHNSON
s/ C. M. EDGERTON
s/ JOHN J. OERTLING
s/ BONNA BELLE ANDERSON
s/ C. M. EDGERTON
s/ C. M. EDGERTON
s/ MAMIE C. JOHNSON
s/ CHARLES CHUDWICK
s/ C. M. EDGERTON
s/ BONNIE RICHARDS
s/ BETSY GRANDSTAFF

s/ DOLORES MATTER
s/ CAROLYN SWEARINGEN

s/ ROSA CASTEX BOUDREAUX
s/ MARK A. BOUDREAUX
s/ BEULAH BLANCHE BOURDIER
s/ CASTEX M. BOUDREAUX
s/ JAMES L. BOUDREAUX
s/ REUBEN RAYMOND BRUCE
s/ WORRELL B. JOHNSON
s/ MRS. GRACE JOHNSON MILLER
s/ ALBERT SIDNEY JOHNSON, JR.
s/ MRS. ORA JOHNSON MIGUEZ
s/ O. W. JOHNSON, JR.
s/ RICHARD W. JOHNSON

DELTA DRILLING COMPANY
BY: s/ CHRIS ZEPPA - Vice President.
ATTEST: s/ W. L. WEBSTER - Ass't. Secretary. ((SEAL))

GENERAL AMERICAN OIL COMPANY OF TEXAS
BY: s/ JAMES W. GOSS - Vice President.

STATE OF TEXAS, COUNTY OF SMITH

On this 30th day of October, 1963, before me appeared CHRIS ZEPPA, to me personally kn who being by me duly sworn, did say that he is the Vice-President of DELTA DRILLING COMPANY, that the foregoing instrument was signed in behalf of said corporation by authority of its of Directors and said CHRIS ZEPPA acknowledged said instrument to be the free act and deed said corporation. s/ HAZEL CARRELL - Notary Public , Smith County, Texas. ((SEAL))

STATE OF TEXAS, COUNTY OF DALLAS

On this 15 day of October, 1963, before me appeared JAMES W. GOSS, to me personally kn who being by me duly sworn, did say that he is the Vice President of GENERAL AMERICAN OIL COMPANY OF TEXAS, by authority of its Board of Directors and said JAMES W. GOSS acknowledge said instrument to be the free act and deed of said corporation.

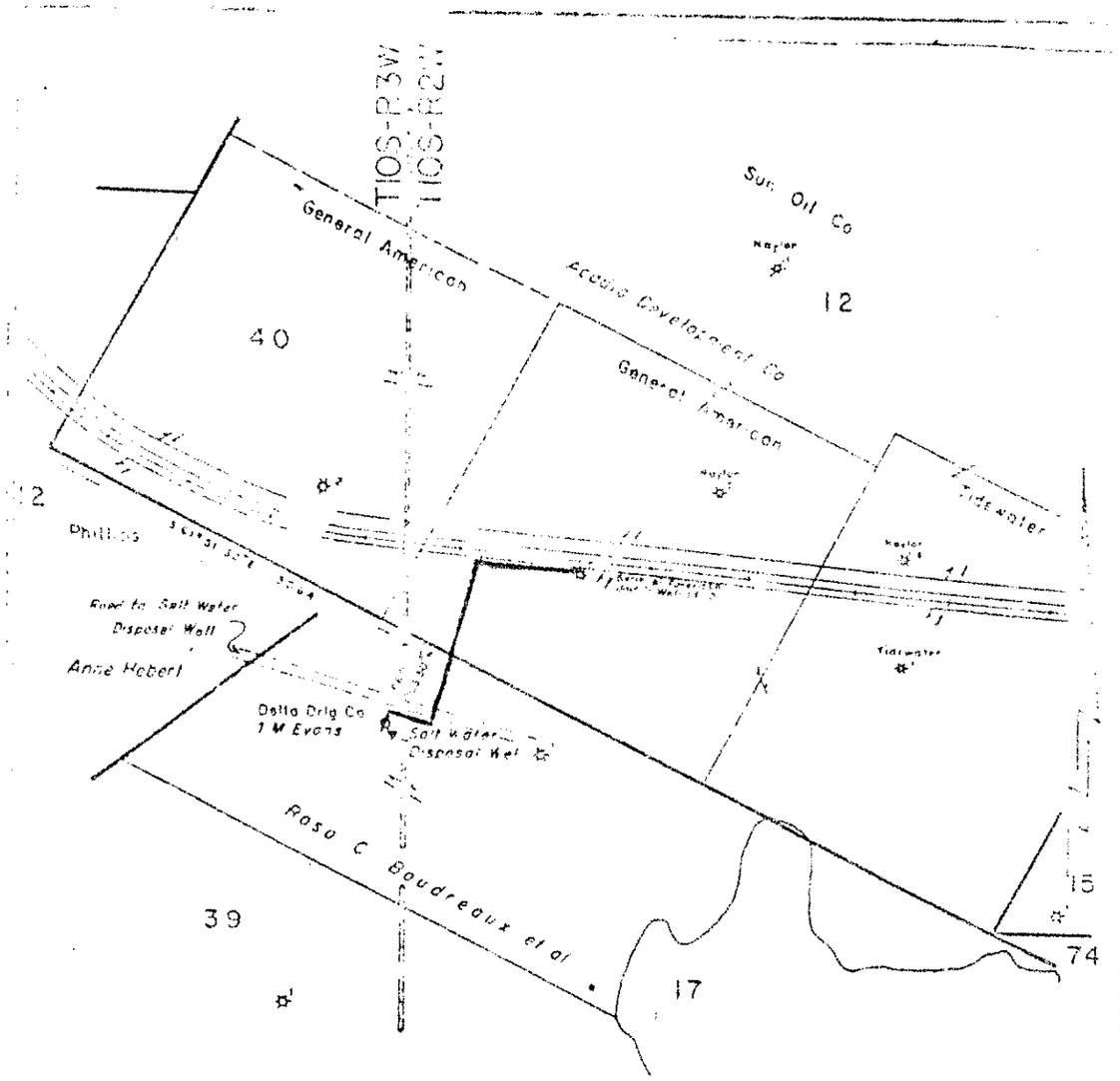
s/ BONNIE R. RUSSELL - Notary Public - My Commission Expires June 1, 1965. ((SEAL))

STATE OF LOUISIANA, PARISH OF LAFAYETTE:

BEFORE ME, the undersigned Notary Public, on this day personally appeared C. M. EDGERT who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses t the foregoing instrument and that the same was signed by ROSA CASTEX BOUDREAUX, MARK A. BOUI BEULAH BLANCHE BOURDIER, CASTEX M. BOUDREAUX, JAMES L. BOUDREAUX, REUBEN RAYMOND BRUCE, WORI B. JOHNSON, MRS. GRACE JOHNSON MILLER, ALBERT SIDNEY JOHNSON,JR., MRS. ORA JOHNSON MIGUEZ, O. W. JOHNSON, JR., RICHARD W. JOHNSON (Lessor, as above mentioned) in his presence andin th presence of the other subscribing witness.

s/ C. M. EDGERTON

SWORN TO AND SUBSCRIBED before me October 28, 1963. s/ ANNIE M. TARDY - Notary Public i and for Lafayette Parish, Louisiana. ((SEAL))



The location of Delta Drlg Co T M Evans J B B Salt Water Disposal Well No 1 is as follows S 61°51'30 E 3064' and S 22°54'30"W 660' from the West corner of Section 40, T10S-R3W, but falling in Section 39, T10S R3W, Jefferson Davis Parish, Louisiana

Road to Salt Water Disposal Well

GENERAL AMERICAN OIL CO. OF TEXAS
PROPOSED
SALT WATER LINE

JEFFERSON DAVIS PARISH, LOUISIANA

SCALE 1" = 1000' APRIL 22, 1963

FILED: NOVEMBER 4, 1963. A. D. AT: 8:00 A. M.

RECORDED: NOVEMBER 4, 1963. A. D. FILE # 286485.

CLERK & EX OFFICIO RECORDER.

Exhibit D

272/518

T. M. EVANS

TO

THE T. M. EVANS FOUNDATION INC

ASSIGNMENT

ASSIGNMENT OF OIL, GAS AND MINERAL LEASEHOLD INTERESTS

STATE OF LOUISIANA)
PARISH OF JEFFERSON DAVIS)

KNOW ALL MEN BY THESE PRESENTS: That T. M. EVANS (hereinafter called "Donor"), husband of Josephine Evans whose marital status has not changed since acquiring the hereinafter described property, having an office at 850 Mercantile Dallas Building, Dallas, Texas, for philanthropic purposes, does hereby give grant, convey, assign and set over unto THE T. M. EVANS FOUNDATION (Incorporated) (hereinafter called "Donee"), all of his rights, titles, interests, powers, privileges and estates in and to the following described property situated in Jefferson Parish, Louisiana:

A. Oil, gas and mineral leasehold Interests.

1. All of Donor's rights, titles, interests, powers, privileges and estates, in to and under that certain oil, gas and mineral lease dated October 13, 1959, executed by Fred B. Zigler, as lessor, to Delta Drilling Company, W. W. F. Oil Corporation and T. M. Evans, as lessees, which lease is recorded in conveyance Book 236, page 495, under File No. 257228 of the records of Jefferson Davis Parish, Louisiana, as corrected and amended by act of amendment dated November 19, 1959, and recorded in conveyance Book 239, page 337, under File No. 259665 of the records of Jefferson Davis Parish, Louisiana, and subject to that certain partial release of said oil, gas and mineral lease by Delta Drilling Company, W. W. F. Oil Corporation and T. M. Evans, recorded in conveyance Book 260, page____, under File No. 278786 of the records of Jefferson Davis Parish, Louisiana, reference to all of said instruments and the records thereof being here made for all purposes.

2. All of Donor's rights, title, interests, powers, privileges and estates in, to and under that certain oil, gas and mineral lease dated August 7, 1954, executed by Rosa Castex Boudreaux, et al, as lessor, to Lyle Cummins, as lessee, recorded in conveyance book 187, page 391, under File No. 218425 of the records of Jefferson Davis Parish, Louisiana, assigned to Donor by that certain instrument executed by Midwest Oil Corporation, Samedan Oil Corporation, Samedan Associates, Inc., and Sam Noble, as assignors, to Delta Drilling Company, W. W. F. Oil Corporation and T. M. Evans, as assignees, dated December 14, 1962, and recorded in conveyance Book 263, page 597, under File No. 282190, reference to said lease and the assignment of interests therein and the records thereof being here made for all purposes.

3. All of Donor's rights, titles, interests, powers, privileges and estates in, to and under that certain oil, gas and mineral lease dated March 5, 1958, executed by Rosa Castex Boudreaux, et al, as lessor, to James C. Ruffin, as lessee, recorded in conveyance Book 222, page 318, under File No. 245110 of the records of Jefferson Davis Parish, Louisiana, assigned to him by that certain assignment from James C.Ruffin dated March 17, 1958 to T. M. Evans, recorded in conveyance Book 222, page 325, under File No. 245112, of the records of Jefferson Davis Parish, Louisiana, reference to said lease and the assignment of interests therein and the records thereof being here made for all purposes.

B. Chattels and personal property.

All of Donor's rights, titles, interests, powers, privileges and estates in and to all chattels and personal property located upon the lands covered by the oil, gas and mineral leases described in Paragraph A above and on lands unitized therewith and all other such chattels and personal property owned, used or obtained by donor in connection with his ownership of the interests described in paragraph A above including oil, gas and other minerals in tanks or storage.

C. Interests in Unitized properties

All rights, titles, interests, powers, privileges and estates in, to and under all proper of every nature situated in Jefferson Davis Parish, Louisiana, which donor may have or be entitled to by reason of the property described in Paragraphs A and B above, or any part thereof having been unitized by order of the Louisiana Department of conservation and the laws of the State of Louisiana, including, but not limited to, Louisiana Department of Conservation Order No. 26-E of December 18, 1962, No. 101-B of March 7, 1962, No. 101-C of March 7, 1962, and No. 101-D of October 4, 1962.

D. Claims, causes of Action and other Intangibles

All claims, demands, causes of action, rights, powers and privileges of every nature and description which Donor may now have arising out of Donor's ownership of the property described in Paragraphs A, B and C, or any part thereof, excepting and reserving unto Donor any claims Donor may have for refund of taxes levied on income or the right to receive income from said property.

All the aforesaid property is hereby assigned and conveyed subject to all valid and subsisting operating agreements, if any, and unitization orders affecting such property or any part thereof.

By acceptance of this assignment and conveyance, donee does hereby assume and agree to and perform all obligations which Donor may have, if any, to owners, operators and developers of lands and interests unitized with the property hereby assigned and conveyed with reference to development and operating costs and expenses of such unitized properties.

TO HAVE AND TO HOLD the above described property and all appurtenances thereto belonging unto Donee, its successors and assigns forever, and donor does hereby bind himself, his heirs executors, administrators, and legal representatives, to warrant and forever defend title to said property unto donee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

THUS DONE and signed this 30th day of December, 1963, to be effective for all purposes as of the close of business December 31, 1963.

/s/ T. M. EVANS WITNESSES: /s/ JANET M. COPLER, BETTY MONTEICH.

THE T. M. EVANS FOUNDATION (Incorporated) by /s/ C. W. VEATH, V.P.

ATTEST: /s/ J. A. FRAMEAU Assistant Secretary. SEAL.

WITNESSES: /s/ JANET M. COPLER, BETTY MONTEICH.

STATE OF PENNSYLVANIA

COUNTY OF ALLEGHNEY

BE IT KNOWN, that on this 30th day of the month of December, 1963, before me, the undersigned authority, personally came and appeared T. M. Evans, to me personally known and known to me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and in the presence of the two witnesses who names are thereto subscribed as such, being competent witnesses, and who acknowledged in my presence and in the presence of said witnesses, that he signed the above and foregoing document as his own free act and deed for the uses and purposes therein set forth and apparent.

IN WITNESS WHEREOF, the said appearer has signed these presents and I have hereunto affixed my hand and seal, together with the said witnesses, on the day and date first above written.

/s/ T. M. EVANS Appearer

WITNESSES: /s/ JANET M. COPLER, BETTY MONGEICH.

/s/ FRANK A. REHORST Notary Public in and for Allegheny County, state of Pennsylvania. SEAL

STATE OF PENNSYLVANIA

COUNTY OF ALLEGHNEY

On this 30th day of December, 1963, before me appeared C. W. Veatch, to me personally known, who, being by me duly sworn, did say that he is Vice President of the T. M. Evans Foundation (Incorporated) a corporation, and that the seal affixed to said instrument is the corpo

seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

/s/ FRANK A. REHORST Notary Public in and for Allegheny County, State of Pennsylvania. SEAL

FILED: JANUARY 28 A. D. 1964 AT: 3:00 P. M.

RECORDED: JANUARY 28 A. D. 1964 FILE NO: 288711. CLERK & EX OFFICIO RECORDER.

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273/559

THE T. M. EVANS FOUNDATION (INC.)

T O

WARREN B. PINNEY, JR. ET AL.

ASSIGNMENT

ASSIGNMENT OF OIL, GAS AND MINERAL LEASEHOLD INTE
WITH RESERVATION OF PRODUCTION PAYMENT INTEREST.

STATE OF LOUISIANA)
PARISH OF JEFFERSON DAVIS)

KNOW ALL MEN BY THESE PRESENTS: That THE T. EVANS FOUNDATION (INCORPORATED), a Delaware corp ation, (hereinafter called "Grantor") for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration to it paid b WARREN B. PINNEY, JR., and PATRICK B. GIBBONS, III, both of Dallas County, Texas (hereinaft called "Grantees"), does hereby, subject to the exception and reservation hereinafter made, grant, bargain, sell, transfer, assign and convey unto Grantees, in the proportions of an un divided two thirds (2/3) to Warren B. Pinney, Jr., and an undivided one third (1/3) to Patr B. Gibbons III, all of Grantor's rights, titles, interests, powers, privileges and estates in and to the following described property.situated in Jefferson Davis Parish, Louisiana:

A. Oil, Gas and mineral leasehold Interests

1. All of Grantor's rights, titles, interests, powers, privileges and estates in, to a under that certain oil, gas and mineral lease dated October 13, 1959, executed by Fred B. Z as lessor, to Delta Drilling Company, W. W. F. Oil Corporation and T. M. Evans, as lessees, which lease is recorded in conveyance Book 236, page 495, under Fil No. 257228 of the recor of Jefferson Davis Parish, Louisiana, as corrected and amended by act of amendment dated No 19, 1959, and recorded in conveyance Book 239, page 337, under File No. 259665 of the recor of Jefferson Davis Parish, Louisiana, and subject to that certain partial release of said o gas and mineral lease by Delta Drilling Company, W. W. F. Oil Corporation and T. M. Evans, corded in conveyance Book 260, page , under File No. 278786 of the records of Jefferson Parish, Louisiana, reference to all of said instruments and the records thereof being here for all purposes.

2. All of Grantor's rights, titles, interests, powers and privileges and estates in, t and under that certain oil, gas and mineral lease dated August 7, 1954, executed by Rosa Ca Boudreaux, et al, as lessor, to Lyle Cummins, as lessee, recorded in conveyance Book 187, pa 391, under File No. 218425 of the records of Jefferson Davis Parish, Louisiana, reference t said lease and the record thereof being here made for all purposes.

3. All of Grantor's rights, titles, interests, powers, privileges and estates in, to a under that certain oil, gas and mineral lease dated March 5, 1958, executed by Rosa Castex Boudreaux, et al, as lessor, to James Ruffin, as lessee, recorded in conveyance Book 222, p 318, under File NO. 245110 of the records of Jefferson Davis Parish, Louisiana, reference t said lease and the records thereof being here made for all purposes.

B. Chattels and personal property

All of Grantor's rights, titles, interests, powers, privileges and estates in and to al chattels and personal property located upon the lands covered by the oil, gas and mineral l described in Paragraph A above and on lands unitized therewith and all other such chattels and personal property owned, used or obtained in connection with the interests described in Paragraph A above including oil, gas and other minerals in tanks or storage.

C. Interests in Unitized properties

All rights, titles, interests, powers, privileges and estates in,to and under all propert of every nature situated in Jefferson Davis Parish, Louisiana, which grantor may have or be entitled to by reason of the property described in Paragraphs A and B above, or any part the of, having been unitized by order of the Louisiana Department of Conservation and the laws c the State of Louisiana, including but not limited to, Louisiana Department of Conservation Orders No 26-E, of December 18, 1962, No. 101 B of March 7, 1962, No. 101 C of March 7, 196 and No. 101 D of October 4. 1962.

D. Claims, causes of Action and other Intangibles

All claims, demands, causes of action, rights, powers and privileges of every nature and description which grantor may now have arising out of ownership of the property described in Paragraphs A. B and C, or any part thereof.

All the aforesaid property is hereby assigned and conveyed subject to all valid and subsisting operating agreements, if any, and unitization orders affecting such property or any part thereof.

This assignment and conveyance covers and includes all property, rights and interests of every nature and description assigned and conveyed to Grantor by T. M. Evans by instrument dated December 30, 1963, recorded in conveyance Book 272, page 518, under File No. 288711 of the records of Jefferson Davis Parish, Louisiana.

There is expressly excepted from this assignment and conveyance and reserved unto Grantor as a production payment an undivided sixty per cent (60%) of all oil, gas and other minerals in under and that may be produced, saved and sold from and after 7:00 A. m. Central Standard Time on March 1, 1964 from the lands covered by, and that acc ue to, the interests in oil, gas and other minerals hereby assigned and conveyed until there shall have been received from the proceeds of sale thereof ree and clear of all costs and expenses of development and operation and free and clear of ad valorem, gross production and severance taxes the full net sum of One Hundred Ten Dollars ($110,000.00) (hereinafter refered to as "said primary sum"), plus an amount equivalent to interest from the effective date of this instrument at the rate of six per cent (6%) per annum calculated monthly on the diminishing unpaid balances of said primary sum. The interest hereby excepted and reserved is herein referred to as "this production payment."

The proceeds of the saleof the oil, gas and other minerals accruing or attributable to thiss production payment shall be deemed to have been applied on the date of actual receipt of the proceeds of the sale thereof by grantor first to the amount equivalent to interest, as above provided, accrued to such date and then to the unliquidated balance of the primary sum. All gross production, severance and other taxes and assessments imposed (in accordance with statutory or governmental regulatory requirements) with respect to, or measured by, or charged against the oil, gas and other minerals production accruing to this production payment shall be deducted from such proceeds in compliance with such requirements and only the net proceeds remaining shall be applied in accordance with the foregoing provisions.

If Grantor elects to take any of such oil, gas and other minerals production in kind, this production payment shall be credited with the fairmarket value thereof when taken. Subject to such right of grantor to sell or dispose of, or to take in kind such production of grantor, grantees shall market the same on the same basis as Grantees market their share of the production from the property to others.

Except the percentage of oil, gas and other minerals in place above described, no interest in, or title to, any of the other properties or rights is hereby excepted and reserved by Grantor and all of Grantor's rights, titles, interests and estates in and to all such other property is hereby conveyed and assigned to Grantees without reservation.

Grantees shall not be personally liable for the discharge of this production payment and for the discharge thereof grantor shall look exclusively to the oil, gas and other minerals hereby excepted and reserved on account of this production payment as set out above.

No pipeline company or other person purchasing or taking or processing oil, gas and other minerals shall be required to take notice of, or keep informed as to, the termination of this production payment until the actual receipt by it of written notice advising such company or person ofsuch termination or change.

Upon the full and final liquidation of said primary sum with an amount equivalent to interest thereon as herein stipulated, this production payment shall case, terminate and be extinguished and shall ipso facto vest in grantees, their heirs, legal representatives and assigns.

Notwithstanding the foregoing, Grantor, upon such termination of this production payment, co
ants to promptly execute and deliver in recordable form all such written evidences of the ter
ation of this production payment as Grantees may from time to time request.

By acceptance of this assignment and conveyance, Grantees hereby assume and agree to pa
and perform all obligations which Grantor assumed and agreed to pay and perform under and by
virtue of the assignment to it by T. M. Evans by instrument dated December 30, 1963, recorde
in conveyance Book 272, page 518, under File No. 288711 of the records of Jefferson Davis Pa
Louisiana, hereinabove referred to, provided, howe ver, grantor hereby agrees to pay all oper
expenses incurred between December 31, 1963, and March 1, 1964.

TO HAVEAND TO HOLD all the property of every nature and description herein assigned and
conveyed unto Grantees, their heirs, legal representatives and assigns, subject, however, to
excepted and reserved production payment, forever; and Grantor does hereby bind itself, and
successors, to warrant and forever defend title to the property hereby assigned and conveyed u
Grantees, their heirs, legal representatives and assigns against every person whomsoever lawf
claiming or to claim the same, or any part thereof, by, through or under Grantor, but not ot
wise.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed by its offic
hereunto duly authorized this 27th day of February, 1964, in the City of Pittsburgh, State o
Pennsylvania, to be effective for all purposes as of 7:00 A. M. on the first day of March, 1
THE T. M. EVANS FOUNDATION (INCORPORATED) BY /s/ C. W. VEATCH V. President Grantor
ATTEST: /s/ J. H. FRASER Assistant Secretary SEAL
/s/ B. M. MONTEITH, JANET M. CAPLAN Witness.
/s/ WARREN B. PINNEY, JR., PATRICK B. GIBBONS III Grantees
/s/ JERE A. TURNER, CLINTON FOSHEE Witnesses.
STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

On this 27th day of February, 1964, before me appeared C. W. Veatch, to me personally k
who, being by me duly sworn, did say that he is Vice President of The T. M. Evans Foundation
(incorporated), a Delaware corporation, and that the seal affixed to said instrument is the
corporate seal of said corporation and that said instrument was signed and sealed on behalf
said corporation by authority of its Board of Directors and that he acknowledged said instru
to be the free act and deed of said corporation.
/s/ FRANK A. REHORST Notary Public in and for Allegheny County, Stateof Pennsylvania SEAL
STATE OF TEXAS
COUNTY OF DALLAS

BE IT KNOW that on this 2nd day of the month of March, 1964, before me the undersigned
rity personally came and appeared Warren B. Pinney, Jr., and Patrick B. Gibbons III to me pe
ally known and known by me to be the persons whose genuine signatures are affixed to the fore
going document, who signed said document before me and in the presence of the two witnesses
whose names are thereto subs cribed as such being competent witnesses, and who acknowledged,
my presence and in the presence of said witnesses, that they signed the above and foregoing
ument as their own free act and deed and for the uses and purposes therein set forth and appa

IN WITNESS WHEREOF, the said appearers have signed these presents and I have hereunto a
my hand and seal, together with the said witnesses, on the day and date first above written.
/s/ WARREN B. PINNEY, JR., PATRICK B. GIBBONS III Appearer
/s/ JERE A. TURNER, CLINTON FOSHKEE Witness.
/s/ HARRIETT NICHOLS Notary Public, Dallas County, Texas. SEAL

FILED: MARCH 6 A. D. 1964 AT: 8:00 A. M.

RECORDED: MARCH 6 A. D. 1964 FILE NO: 289691. CLERK & EX OFFICIO RECORDER.

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274/67

SUCCESSION OF

ROSA CASTEX BOUDREAUX

JUDGMENT

SUCCESSION OF ROSA CASTEX BOUDREAUX — NO. 5979 PROBATE DOCKET — 15TH JUDICIAL DISTRICT COURT — ACADIA PARISH, LOUISIANA

JUDGMENT

This is an application by the children and sole and only heirs of the decedent praying to be recognized as such, and, as such, to be recognized as the owners and to be placed inpossession of all property belonging to her estate, and it appearing that the Sheriff and Ex officio inheritance Tax collector of Acadia Parish, Louisiana, has acknowledged that the inheritance tax as set forth in the petition filed herein is the true and correct amount of inheritance tax due and t the law and the evidence being infavor thereof, it is therefore,

ORDERED, ADJUDGED AND DECREED THAT THE INERHITANCE TAX DUE BY MARK A. BOUDREAUX, BEULAH BLANCH BOUDREAUX BOUDIER, CASTEX M. BOUDREAUX AND JAMES L. BOUDREAUX be and the same is hereby fixed at the sum of $247.72 each, or a total inheritance tax due herein of Nine Hundred Ninety and 88/loo ($990.88) dollars, and there having been submitted to the court a receipt from the Sheriff and Ex officio inheritance tax collector of Acadia Parish, Louisiana, showing the payment to him of said amount,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that MARK A. BOUDREAUX , BEULAH BLANCHE BOUDREAUX BOUDIER, CASTEX M. BOUDREAUX AND JAMES L. BOUDREAUX be and they are hereby recognized as the children and sole and only heirs of the decedent, Rosa Castex Boudreaux, and, as such, they ar hereby recognized as the owners and are placedin possession, in equal proportions, of all property belonging to her estate and particularly but not limited to , the following described property, towit;

* * *

9. An undivided one half (1/2) interest in and to the following described property situated in Jefferson Davis Parish, Louisiana, to wit:

Lots ten (1) and eleven (11) of Block six (6) of Richard subdivision of lot three (3) of section fourteen (14), township ten (10) south, range two (2) West, La. mer., situated in Jefferson Davis Parish, Louisiana, together with the improvements thereon situated. Said property having been acquired by Adolph C.Boudreaux from John Campbell by deed bearing file no.78142, recorded in conveyance book no. 48 at page 522, records of Jefferson Davis Parish, Louisiana.

10. A. An undivided on e fourth interest in and to the following: That tract of property in Jefferson Davis Parish, Louisiana, with all improvements thereon located and situated together with all of the oil, gas and minerals underlying, or which may be produced therefrom, together with that oil, gas and other mineral royalty right equal to three thirty seconds (3/32nd) or .093750 of the whole of all oil, gas and other minerals which may be produced from the whole of said tract which contains 1,125.35 acres, more or less, the whole of said tract of land is described as follows, to wit:

(a) Section thirty nine (39), township ten (10) south, ofrange three (3) West, La.mer., except that portion lying in triangular form west of the east boundary line of section fourteen (14), if extended through said section thirty-nine (39); (b) lot two (2) of Fractional section thirteen (13) in township ten (10) south of range three (3) west, La. Mer., (c) section seventeen (17) in township ten (10) south, range two (2) west, La. mer. except the 328 acres, more or less, of swamp timber land lying in the eastern portion thereof which was sold by Jean Castex and others to A.S.Alston & Co., on February 14th, 1922 by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey r by E.J.Mead, C.E., dated in (1921); including the two tracts of prairie land along the north line of said swamp land, one of said tracts containing 16.5 acres, more or less,

and the other 5.5 acres, more or less , which two tracts were not included in the aforesaid sale to A.S. Alston & Co., and (d) Section eighteen(18), in township ten (10) south, of Range two (2) West, La. mer., lying between the southeast corner of the aforedescribed section thirty nine (39(on the west, and the Mermentau river on the east, all as per plat showing the above described property attached to act no. 81759, by which Albert Sidney Johnson and Adolph C.Boudreaux acquired thesaid property from Jean Castex,Jr., and which act is recorded in Jefferson Davis,Parish,Louisiana, LESS AND EXCEPT AND NOT INCLUDED in the aforedescribed tract are those ten acres parcels of property described as follows and designated as "firs" and "Second" to wit:

First.That ten acre parcel of land situated in section eighteen(18), township ten (10) south, range two (2) west, upon which are situated the terminal facilities of Pelican Oil Purchasers Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolph C.Boudreaux to Pelican Oil Purchasers, Inc., by deed dated March 3rd, 1949, and which ten (10) acre parcel is more particularly described to wit: STARTING at the northwest corner of section eighteen(18) township ten (10) south, range two (2) west, at a one and a quarter (1 1/4") inch galvanized iron pipe on the right descending bank of the Mermentau river, on the line between township ten (10) south, range two (2) and three (3) west; thence south 51° 13' east 276.5 feet; thence south 53° 00' east 600 feet to a one-and-a -quarter (1 ¼") inch galvanized pipe, the lower front corner of the Robira Ten (10) acre tract for a point of beginning; thence following the right bank of the Mermentau River south 65° 30' East 450 feet; thence south 84° 00' east 250 feet; thence leaving the river and running south 37° 00' west 693.5 feet; thence north 72° 06' west 691.5 feet to lower side line of the Robira Ten acre tract; thence following said line North 37° 00' East 693.5 feet to place of beginning and containing ten acres; as per plat of F. Shutts Sons, Civil Engineers, attached to said deed, said tract of land is bounded on the north by ten acres tract owned by John J.Robira, his widow, heirs and assigns, on the west by other land of Albert Sidney Johnson and Adolph C.Boudreaux .

SECOND, That certain parcel of land comprising ten acres (10) , more or less, situated in section eighteen (18), township ten (10) south, range two (2) West, and in section thirty nine (39), township ten (10) south, range three (3) West, which was conveyed by Albert Sidney Johnson and Adolph C.Boudreaux to Fred Shutts by deed dated March 6th,1936, recorded, in conveyance book 66, page 101 of the records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to wit: Beginning at a point 459 feet south of the corner between section eighteen(18) township ten(10) south, range three (3) west, said corner being the right descending bank of Mermentau River; thence south 37° west 368 feet to a one and a quarter (1 1/4") inch galvanized pipe; thence south 53° East 272.4 feet to the line between section eighteen(18), township ten (10) south, Range two (2) west, and section thirty nine (39), township ten (10) south, range three (3) west, 921 feet south of the corner between the two said sections; thence south 53° east 327.6 feet to a one and a quarter (1 1/4")inch galvanized iron pipe; thence north 37° east 726 feet to a one and a quarter (1/ 1/4")inch galvanized pipe on the right descending bank of the Mermentau river, 600 to a one and a quarter (1 1/4") inch galvanized pipe; thence south 37° West 358 feet to the point of beginning and containing ten (10) acres;

10. B.An undivided one eighth of all of the oil, gas and other minerals underlying or which may be produced from that tract of propertylocated and situated in the parish of Jefferson Davis, State of Louisiana, described as follows, to wit:

Beginning at a point 459 feet south of the corner between section eight een (18), township ten (10) south, range two (2)West, and section thirty nine (39) township ten (10) south,

Range three (3)West; said corner being on the right of descending bank of the Mermentau river; thence south 37° west 368 feet to a one and a quarter (1 1/4") inch galvanized pipe; thence south 53° east 272.4 feet to the line between Section eighteen (18), township ten (10) south, range two (2) West, and section thirty nine (39) township ten (10) south, Range three (3)West, 921 feet south of the corner between the two said sections; thence south 53° east 327.6 feet to a one and a quarter (1 1/4") inch galvanized iron pipe; then north 37° east 726 feet; to a one and a quarter (1 1/4") inch galvanized pipe on the right descending bank of the Mermentau River; thence north 53° West upothe right descend bank of the Mermentau River 600 feet to a one and a quarter (1 1/4") inch galvanized pip thence south 37°Wes 358 feet to the point of beginning and containing ten (10) acres.

10.C. An undivided one fourth of the oil, gas and other minerals underlying or which may be produced from that ten acre tract of land located and situated in the parish of Jefferson Davis, State of Louisiana, hereinafter described, together with that oil, gas and other minerals which may be produced therefrom, the whole of which said ten acre tra described as follows, to wit:

Ten acres of land situated in section eighteen (18),township ten (10) south, range two (2) West, upon which are situated the terminal facilities of Pelican Oil purchasers, and which ten (10) acres are further described, to wit:

Starting at the northwest corner of section eight een (18), township ten (10) south, ran two (2)west, at a one anda quarter (1 1/4") inch galvanized iro n pipe on the right descending bank of the Mermentau River, on the line between township ten (10) suth, Range two (2) and three (3)West; thence south 51° 13' East 276.5 feet; thence south 53° east 600 feet to a one and a quarter (1 1/4") inch galvanized pipe, the lower front corn of the Robira ten acre tract for a point beginning; thence following the right bank ofth MermentauRiver 65° 30' east 450 feet; thence south 84°00' east 250 feet; thence leaving river and running south 37°00'west 693.5 feet; thence north 72° 06' west 691.5 feet to lower side line of the Robira ten acre tract, thence following said line north 37° 00' e 693.5 feet to place of beginning and containing ten acres, as per plat by F.Shutts Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the north by a ten acre tract owned by John J.Robira, his widow, hiers or assigns ; on the east by the Mermentau River and or the south and west by other land of Albert Sidney Johnson and Adolph C.Boudreaux.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all banks, persons, firms or corporati having in their possession or under their control any money, stocks, bonds,or other things of value owned by the decedent or in which she had any interest be and they are hereby autho and directed to deliver same to Mark A.Boudreaux, Beulah Blanche Boudreaux Boudier, Castex M. Boudreaux and James L.Boudreaux, in equal proportions, and thiswill be their authority fo so doing.

JUDGMENT RENDERED, READ AND SIGNED AT Crowley, Acadia Parish, Louisiana, on this 13th day of March, 1964.

s/ CHARLES T. EVERETT, JUDGE.

FILED: MARCH 16, 1964 s/Anna A.Chambers, Dy Clerk of Court,Acadia Parish, La.

I HEREBY CERTIFY, that the above and foregoing is a true and correct excerpt copy of Judgment rendered in the"Succession of Rosa Castex Boudreaux, No. 5979, Probate Docket,15th Judicial District Court, Acadia Parish, Louisiana," as same appears on file and of record in the records of my office.

Witness my signature and seal of office at Crowley,ACadia Parish, Luisiana, on this 18th day of March,1964.

s/Anna A.Chambers, Dy Clerk of Court, Acadia Parish, Louisiana. (seal)

FILED: MARCH 20, AD 1964 AT: 8:00AM

RECORDED: MARCH 20, 1964 FILE NO. 290015 CLERK &EX OFFICIO RECORDER.

instrument, and acknowledged that she executed the same as her free act and deed for the purposes and considerations therein shown.

IN TESTIMONY WHEREOF, I have hereunto affixed my official signature and seal at Jennings, Louisiana, on the day and ate above written.

s/ Charles R.Cassidy, notary public in and for Jefferson Davis Parish, La.

$1.10 U.S.Doc stamp attached to original & cancelled.

FILED: JULY 17, AD 1964 AT: 11:30 A M

RECORDED: JULY 17, AD 1964 FILENO. 292572 CLERK &EX OFFICIO RECORDER.

XXXX

Midwest Oil Corporation and Samedan Oil Corporation have paid to lessors the sum of Seven
housand Eight Hundred fifty three and 40/100 ($7853.40) dollars in cash, the receipt and
fficiency of which sum lessors do hereby acknowledge. In consideration thereof, lessors do
reby withdraw any and all demands and requests heretofore made by them on lessees (or any
y individual party hereto named as a member of those referred to as "Lessees") for the
illing of additional wells on the landscovered by the above mineral lease, to the same
tend and as through said requests and demands had not been made. Lessors do hereby
gree that they will make no further or additional requests or demands for the drilling of any
rther or additional wells on the leased premises prior to January 1, 1965. Lessors fuether
gree that until January 1, 1965, the lands covered by the above mineral lease are and shall be
emed to be fully developed and lessors do hereby expressly relieve and release lessees from
y obligation to condutt any further or additional drilling operations on the leased lands, on
before January 1, 1965.

. Promptly after January 1, 1965, lessees, agree to execute anddeliver to lessors(or to lessor's
torney) a release aof the above mineral lease as to all or any portion of theoutside lands, which
s of January 1, 1965 are not included within the geographic limits of a unit or units on which
here is then being conducted drilling, reworking or deepending operations, or on which there is
hen located a well capable of producing in paying quantities. Provided, however, that if on or before
anuary 1, 1965,Midwest Oil Corporation, and Samedan Oil Corporation (1) complete on the leased
remises a non unit well capable of producing, or (2) commence or cause to be commenced operations
or the drilling of a non unit well located on the leased premises, the above mineral lease and
essees' rights thereunder as to all lands covered thereby shall remain and continue in force and
ffect, in accordance with its terms subject to lessee's obligations as prudent operators to
hereafter reasonably develop the leased premises, in accordance with the terms and provisions of
aid lease.

V. The feference herein to the parties collectively desginated as Lessees' is for convenience only,
ach such party being interest in the above mineral lease, and being a necessary party to this
greement. It is recognized , however, that the interests and ownership of such parties, as
ell as the obligations andduties under the above lease, as among themselves and as respects the
essors, varies, and except as is hereby expressly and specifcially set forth,nothing herein shall
n any manner alter, change, increase or diminish the rights and obligations of any such party,
ith respect to each other, or with respect to the lessors.

. This instrument may be executed in one or more separate counterpartes, and shall be binding upon
he parties hereto, their heirs, successors and assigns.

THUS DONE AND EXECUTED effective as of the date hereinabove first set forth.

ESSOR:

/ CASTEX M. BOUDREAUX WITNESSES: s/ Annette L.Pitre, William N. Knight

/ JAMES L. BOUDREAUX WITNESSES: s/ Annette L.Pitre, William N. Knight.

/BEULAH BLANCHE BOURDIER WITNESSES: s/ANNETTE L.PITRE, WILLIAM N. KNIGHT.

)MARK A. BOUDREAUX WITNESSES: S) ANNETTE L.PITRE, WILLIAM N. KNIGHT.

) MAMIE C. JOHNSON WITNESSES: S) DONNA W. BONIN, WILLIAM N . KNIGHT

) R. W. JOHNSON WITNESSES: S) DONNA W. BONIN, WILLIAM N. KNIGHT

) O.W.JOHNSON, JR. WITNESSES: S) DONNA W. BONIN, WILLIAM N KNIGHT.

) REUBEN RAYMOND BRUCE WITNESSES: S) ANNETTE L.PITRE, WILLIAM N. KNIGHT.

) WORREL B. JOHNSON WITNESSES:S) ANNETTE L.PITRE, WILLIAM N. KNIGHT

) ALBERT SIDNEY JOHNSON, JR. WITNESSES S) ANNETTE L. PITRE, WILLIAM N. KNIGHT

) MRS. ORA JOHNSON MIGUEZ WITNESSES: S?ANNETTE L. PITRE, DONNA W. BONIN

) MRS. GRACE JOHNSON MILLER WITNESSES: S) ANNETTE L. PITRE,WILLIAM N.KNIGHT

STATE OF LOUISIANA, PARISH OF JEFFERSON DAVIS:

On this 22 day of May, 1964, before me, personally appeared Castex M. Boudreaux, to me known to be the person described in and who executed the same as his free act and deed.

s/Herschel N. Knight, notary public (seal

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

On this 22 day of May, 1964, before me personally appeared James L.Boudreaux, to me know to be the person described in and who executed the foregoing instrument and acknowledged that executed the same as his free act and deed.

s/ Herschel N.Knight, ntary public (seal

STATE OF LOUISIANA, PARISH OF JEFFERSON DAVIS:

On this 22 day of May, 1964, before me personally appeared Beulah Blanche Bourdier, to me known to be the person describedin and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

s/ Herschel N. Knight, notary public (seal

STATE OF LOUISIANA, PARISH OF JEFFERSON DAVIS:

On this 22 day of May, 1964, before me personally appeared Mark A.Boudreaux to me known be the person described in and who executed the foregoing instrument, and acknowledged that he executed the aame as his free act and deed.

s/ Herschel N. Knight, notary public (seal

STATE OF LOUISIANA, PARISH OF JEFFERSON DAVIS

On this 22 day of May, 1964, before me personally appeared Mrs. Namie C.Johnson, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the foregoing instrument as her free act and deed.

s/ Herschel N. Knight, notary public (seal

STATE OF LOUISIANA, PARISH OF JEFFERSON DAVIS:

On this 22 day of May, 1964, before me personally appeared R.W.Johnson, to me known to be the person described in and who executed the foregoing instrument, and acknowledg that he executed the aame as his free act and deed.

s/Herschel N. Knight, notary public (seal

STATE OF LOUISIANA, PARISH OF JEFFERSON DAVIS:

On this 22 day of May, 1964, before me personally appeared O.W.Johnson, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

s/Herschel N. Knight, notary public (seal

STATE OF LOUISIANA, PARISH OF JEFFERSON DAVIS

On this 22 day of May, 1964, before me personally appeared Reuben Raymond Bruce to me kn to be the person described in and who executed the foregoing instrument, and acknowledged that executd the same as her free act and deed.

s/Herschel N. Knight, notary public (seal

STATE OF LOUISIANA, PARISH OF JEFFERSON DAVIS:

On this 22 day of May, 1964, before me personally appeared Worrell B. Johnson, to me known to be the person decribed in and who executed the foregoing instrument, and acknowledge that he executed the same as his free act and deed.

s/ Herschel N. Knight, notary public (seal

TATE OF LOUISIANA, PARISH OF JEFFERSON DAVIS:

On this 22 day of May, 1964, before me personally appeared Albert ᵓidney Johnson, Jr. to e known to be the person described in and who executed the foregoing instrument, and acknowledged hat he executed the same as his free act and deed.

/ Herschel N. Knight, notary public (seal

TATE OF LOUISIANA, PARISH OF JEFFERSON DAVIS:

On this 22 day of May, 1964, before me, personally appeared Mrs. Ora JohnsonMiguez, to e know to be the person described in and whoexecuted the foregoing instrument, and acknowledged hat she executed the same as her free act and deed.

/ Herschel N. Knight, notary public (seal

TATE OF LOUISIANA, PARISH OF JEFFERSON DAVIS:°

On this 22 day of May, 1964, before me, personally appeared Mrs. Grace Johnson Miller to e known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as her free act and deed.

/ Herschel N. Knight, notary public (seal

ILED: JULY 17, AD 1964 AT: 3:00 P M

ECORDED: JULY 17, 1964 FILE NO. 292574 CLERK &EX OFFICIO RECORDER

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TATE OF LOUISIANA, PARISH OF JEFFERSON DAVIS:

On this 22 day of May, 1964, before me personally appeared Albert idney Johnson, Jr. to e known to be the person described in and who executed the foregoing instrument, and acknowledged hat he executed the aame as his free act and deed.

/ Herschel N. Knight, notary public (seal

TATE OF LOUISIANA, PARISH OF JEFFERSON DAVIS:

On this 22 day of May, 1964, before me, personally appeared Mrs. Ora JohnsonMiguez, to e know to be the person described in and whoexecuted the foregoing instrument, and acknowledged hat she executed the same as her free act and deed.

/ Herschel N. Knight, notary public (seal

TATE OF LOUISIANA, PARISH OF JEFFERSON DAVIS:°

On this 22 day of May, 1964, before me, personally appeared Mrs. Grace Johnson Miller to e known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as her free act and deed.

/ Herschel N. Knight, notary public (seal

J. W. Pitre

ILED: JULY 17, AD 1964 AT: 3:00 P M

ECORDED: JULY 17, 1964 FILE NO. 292574 CLERK &EX OFFICIO RECORDER

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conduct additional drilling operations on the lands covered by the above mineral lease, and lessors contend that additional drilling operations are necessary for the reasonable developm of the leased premises. Midwest OilCorporation and Samedan OilCorporation contend that they h fully complied with all obligations of the above mineral lease and have fully developed the leased premises, consistent with their obligations under the lease and as reasonably prudent operators.

TO Avoid the expense and nuisance of litigation, the parties hereto have reached an agreement in compromise and full settelement of their various claims and contentions, as foll

A. Midwest Oil Corporation and Samedan Oil Corporation have paid to lessors the sum of Seven Thousand Eight Hundred fifty three and 40/100 ($7853.40) dollars in cash, the receipt & sufficiney of which sum lessors do hereby acknowledged. In consideration thereof, lessors do hereby withdraw any and all demands and requests heretofore made by them on lessees (or a on any individual party hereto named as a member of those referrec to as "lessees), for the crilling of additional wells onthe lands covered by the above mineral lease, to the same exter and asthough said requests and demand had not been made. Lessors do hereby agree that they wil make no further or additional requests or demands for the drilling of any further or additior wells onthe leased premises prior to January 1, 1965. Lessors further agree that until Janua 1965, the lands coverec by the above mineral lease are and shall be deemed to be fully developed and lessors do hereby expressly relieve and release lessees from any obligation to conduct any further or additional drilling operations on the leased lands, on c before January 1, 1965.

B. Promptly after January 1, 1965, lessee agree to execute anddeliver to lessors (or to less attorney) a release of the above mineral lease as to all or any portion of the outside lands, which as of January 1, 1965 are not included within the geographic limits of a unit or units which there is then being conducted drilling, reworking or deepening operations, on on whicht is then located a well capable of producing in paying quantities, Provided, however, that if c or before January 1, 1965, Midwest Oil Corporationand Samedan OilCorporation (1) complete on leased premises a non unit well capable of producing, or (2) commence or cause to be commenced operations for the drilling of a non unit well located on the leased premises, the mineral lease and lessees' rights thereunder as to all lands covered thereby shallremain and continue in force and effect, in accordance with its terms, subject to lessees' obligation as prudent operators as thereafter reasonably develop the leased premises, in accordance with th terms and provisions of said lease.

IV. The reference herein to the parties collectively designated as "lessees" is for convenie only, each such party being interests in the above mineral lease, and being a necessary party to this agreement. It is recognized, however, that the interests and ownership of such partie as well as the obligations and duties under the above lease, as among themselves and as respects the lessors, varies, and expept as is hereby expressly and specifically set forth, nothing herein shall in any manner alter, change, increase or diminish the rights and obligations of any such party, with respect to each other, or with respect to the lessors.

V. This instrumnt may be executed in one or more separate counterparts, and shal be binding upon the parties thereto, their heirs, successors and asigns.

Thus done and executed effective as of the date hereinabove/first set forth.

LESSEE:

MIDWEST OIL CORPORATION BY: s/Robert W. Kline, Vice president.

Attest: s/ Bert M. Nunnallee, Ass't Secretary. (seal

Witnesses: s/ Sondra Mullins, Joyce Humphries.

SAMEDAN OIL CORPORATION BY: s/ Jack D.Wilkes, Vice president

AMEDAN ASSOCIATES INC. BY: s/ Delman E.Woodley, president. Witnesses: s/ Troy D. Howell, Robert A. Athny. - Attest: s/ Bo. Colt, Secretary. (seal

TIDEWATER OIL COMPANY BY: s/ Jed B. Maebius, Division Exploration Manager.

Witnesses: s/ Martin V.Black, J.F.Brown,

Attest: s/ C. K. Zimmeinan, Asst. Secretary.

s/ SAM NOBLE, Witnesses: s/ Don Shirley, Jerrie Clark

s/ Lyle Cummings, Witnesses: s/ Donell Smith, Fay C.Clark

s/ Sam E.Dunnam, Witnesss: s/ G.Dean Soape, Mary Ida Warren.

STATE OF TEXAS

COUNTY OF TARRANT

On this 2nd day of June, 1964, beforeme appeared Robt. W.Kline, to me personally known, who, being by me duly sworn, did say that he is the vice president of Midwest Oil Corporation and that said instrument was signedin behalf of said corporation by authority of its Board of Directors and said Robt W.Kline acknowledged said instrument to be the free act andded of said corporation

s/ Doris Jamison, notary public in and for Tarrant County, Texas. (seal

STATE OF OKLAHOMA

COUNTY OF CARTER

On this 4th day of May, 1964, before me appeared Jack D.Wilkes, to me personally known, who being by me duly sworn, did say that he is the vice president of Samedan Oil corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Jack D.Wilkes acknowledged said instrument to be the free act and deed of said corporation.

s/ Bobbie W.Cummingham, notary public

STATE OF OKLAHOMA

COUNTY OF CARTER

On this 4th day of May, 1964, before me appeared Delman E.Woodley, to me personally known, who being me duly sworn, did say that he is the president of Samedan Associates, Inc., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Delman E.Woodley, acknowledged said instrument to be the free act and deed of said corporation.

/Bobbie W.Cunningham, notary public (seal

STATE OF TEXAS

COUNTY OF HARRIS

On this 9th day of July, 1964, before me appeared Jed B. Maaebius to me personally known, who, being by me duly sworn, did say that he is the Division Exploration manager of Tidewater Oil company, and that said imtrument was sgined in behalf of said corporationby authority of its Board of Directors, and said -- acknwledged said instrument to be the fre e act and deed of said corporation.

/Doris L. Broussard, notary public in and for Harris county, Texas, (seal

STATE OF OKLAHOMA,

COUNTY OF CARTER.

On this 12th day of May,1964 before me appeared Sam Noble, to me known to be the person described in and who executed the foregoing instrument, anc acknowledged that he executed same as his free act and deed.

s/ Jacqueline Spiver, notary public seal

STATE OF LOUISIANA

PARISH OF LAFAYETTE,

On this 10th day of June, 1964, before me appeared Lyle Cummins, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that he executed same as his free act and deed.

/Helen Ortego, notary public (seal

STATE OF TEXAS, COUNTY OF HARRIS

On this 12th day of June, 1964, before me, appeared Sam E.Dunnam, to me known to be the p describedin and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deedd..

s/Ruth Lauderdale, notary public

SEAL

FILED: JULY 17, AD 1964 AT: 3:00PM

RECORDED: JULY17, 1964 FILE NO. 292575 CLERK &EX OFFICIO RECORDER.

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MIDWEST OIL CORPORATION

TO

CASTEX M. BOUDREAUX ET AL

PARTIAL RELEASE

STATE OF LOUISIANA PARTIAL RELEASE AND LEASE AMENDMENT

PARISH OF JEFFERSON DAVIS

THIS AGREEMENT, made and entered into be and amon CASTEX M. BOUDREAUX, JAMES L. BOUDREAUX, BEULAH BLANCHE BOURDIER, all residents of Calcasieu Parish, Louisiana, MA A. BOUDREAUX, MRS. NAMIE C. JOHNSON, R. W. JOHNSON, O. W. JOHNSON, JR., REUBEN RAYMOND BRUCE, WORRELL B. JOHNSON, ALB SIDNEY JOHNSON, JR., MRS. ORA JOHNSON MIGUEZ and MRS. GRACE JOHNSON MILLER, all residents of Jefferson Davis Parish, Louisiana, hereinafter referred to as "Lessors", and MIDWEST OIL CORPO TION, SAMEDAN OIL CORPORATION, SAMEDAN ASSOCIATES, INC., TIDEWATER OIL COMPANY, SAM NOBLE, a resident of Carter County, Oklahoma, LYLE CUMMINS, a resident of Lafayette Parish, Louisiana, a SAM E. DUNNAM, a resident of Harris County, Texas, hereinafter referred to as "Lessees", effec from and after January 1, 1965;

W I T N E S S E T H, That:

I.

Reference is hereby made to that certainmineral lease dated August 7, 1954, executed by Rosa Castex Boudreaux, et al, as Lessor, to Lyle Cummins, as Lessee, covering and affecting a tract of land comprising 955.35 acres, specifically described in said lease, and which lease is recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana, in Book 187, page under File No. 218425.

II.

The Lessees, for and in consideration of Ten Dollars ($10.00), and other valuable consi erations, receipt of which is acknowledged, hereby release, relinquish and forever quit-claim and all rights held under the above referred Oil, gas and Mineral lease, INSOFAR BUT ONLY INSOF as to that portion of said lease lying outside of the following units established by the Commi ioner of Conservation:

10,600' SU A, established by Conservation Department Order No. 101-D, dated Novemberl,1
10,200' SU B,established by Conservation Department Order No. 101-C, dated April 1, 196
9100' SU A, established by Conseration Department Order No. 101-B, dated April 1, 1962.
Het SU A, established by Conservation Department Order No. 101-E, dated December 1,1962
7750' SU B, established by Conservation Department Order No. 26-F, dated June 1, 1964.
8600' SU C, established by Conservation Depatment Order No.26-A-5,dated June 1, 1964.

It is clearly understood and agreed that this release affects only that portion of said lease included within the above referred units and that the retained acreage is herein specifically maintained in full force and effect.

III.

It is further understood and agreed that Paragraph 3 of the above referred to Oil, Gas a Mineral Lease is hereby amended so as to adjust the annual minimum royalty requirement in the proportion that the acreage retained under the lease bears to the total number of acres origin covered by said lease.

IV.

The reference herein to the parties collectively designated as "Lessees" is for conveni only, each such party being interested in the above mineral lease, and being a necessary paty this agreement. It is recognized,however, that the interests and ownership of such parties, as well as the obligations and duties under the above lease, as among themselves and as respects the Lessors, varies, and except as is herein expressly and specifically set forth, nothing her shall in any manner alter, change, increase or diminish the rights and obligations of any such

V.

This instrument may be executed in one or more separate counterparts and shall be binding upon the parties hereto, their heirs, successors and assigns.

Thus Done and Executed effective January 1, 1965.

WITNESSES: LESSEE:

s/ SONDRA MULLINS

s/ ROBERT D. WADDELL MIDWEST OIL CORPORATION SEAL
BY: s/ ROBT. W. KLINE, Vice-President

ATTEST: BY: s/ BERT M. NUNNALLE, Ass't Secretary

s/ KENNETH M. JONES

s/ DON W. SMITH s/ LYLE CUMMINS

STATE OF TEXAS

COUNTY OF TARRANT

On this 19th day of March, 1965, before me appeared ROBT. W. KLINE, to mepersonally known, who, being by me duly sworn, did say that he is the Vice-President of MIDWEST OIL CORPORATION, a Nevada Corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Robt. W. Kline acknowledged said instrument to be the free act and deed of said corporation.

s/ SHIRLEY S. WRIGHT, NOTARY PUBLIC SEAL

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, in this day personally appeared Kenneth M. Jones, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Lyle Cummins in his presence and in the presence of the other subscribing witness.

s/ KENNETH M. JONES

SWORN TO AND SUBSCRIBED before me May 6, 1965.

s/ HELEN ORTEGO, NOTARY PUBLIC in and for Lafayette Parish, Louisiana SEAL

FILED: MAY 12 A.D., 1965 AT: 2:19 P.M.

RECORDED: MAY 12 A.D., 1965 FILE NO: 299310 CLERK & EX. OFFICIO RECORDER

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V.

This instrument may be executed in one or more separate counterparts and shall be binding upon the parties hereto, their heirs, successors and assigns.

Thus Done and Executed effective January 1, 1965.

WITNESSES:

s/ SONDRA MULLINS

s/ ROBERT D. WADDELL

LESSEE:

MIDWEST OIL CORPORATION SEAL
BY: s/ ROBT. W. KLINE, Vice-President

ATTEST: BY: s/ BERT M. NUNNALLE, Ass't Secretary

s/ KENNETH M. JONES

s/ DON W. SMITH

s/ LYLE CUMMINS

STATE OF TEXAS

COUNTY OF TARRANT

On this 19th day of March, 1965, before me appeared ROBT. W. KLINE, to mepersonally known, who, being by me duly sworn, did say that he is the Vice-President of MIDWEST OIL CORPORATION, a Nevada Corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Robt. W. Kline acknowledged said instrument to be the free act and deed of said corporation.

s/ SHIRLEY S. WRIGHT, NOTARY PUBLIC SEAL

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, in this day personally appeared Kenneth M. Jones, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Lyle Cummins in his presence and in the presence of the other subscribing witness.

s/ KENNETH M. JONES

SWORN TO AND SUBSCRIBED before me May 6, 1965.

s/ HELEN ORTEGO, NOTARY PUBLIC in and for Lafayette Parish, Louisiana SEAL

FILED: MAY 12 A.D., 1965 AT: 2:19 P.M.

RECORDED: MAY 12 A.D., 1965 FILE NO: 299310 CLERK & EX. OFFICIO RECORDER

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under File No. 218425.

II.

The Lessees, for and in consideration of Ten Dollars ($10.00), and other valuable considerations, receipt of which is acknowledged, hereby release, relinquish and forever quit-cla any and all rights held under the above referred Oil, Gas and Mineral Lease, INSOFAR BUT ONLY INSOFAR as to that portion of said lease lying outside of the following units established by the Commissioner of Conservation:

10,600' SU A, established by Conservation Department Order No. 101-D, dated November 1,
10,200' SU B, established by Conservation Department Order No. 101-C, dated April 1, 1962
9100' SU A, established by Conservation Department Order No. 101-B, dated April 1, 1962.
Het SU A, established by Conservation Department Order No. 101-E, dated December 1, 1962
7750' SU B, established by Conservation Department Order No. 26-F, dated June 1, 1964.
8600' SU C, established by Conservation Department Order No. 26-A-5, dated June 1, 1964

It is clearly understood and agreed that this release affects only that portion of said lease included within the above referred units and that the retained acreage is herein specifically maintained in full force and effect.

III.

It is further understood and agreed that Paragraph 3 of the above referred to Oil, Gas a Mineral Lease is hereby amended so as to adjust the annual minimum royalty requirement in the proportion that the acreage retained under the lease bears to the total number of acres origin covered by said lease.

IV.

The reference herein to the parties collectively designated as "Lessees" is for conveni only, each such party being interested in the above mineral lease, and being a necessaryparty this agreement. It is recognized, however, that the interests and ownership of such parties, as well as the obligations and duties under the above lease, as among themselves and as respects Lessors, varies, and except as is herein expressly and specifically set forth, nothing herein shall in any manneralter, change, increase, or diminish the rights and obligations of any such party, with respect to each other, or with respect to the Lessors.

V.

This instrument may be executed in one or more separate counterparts and shall be bindi upon the parties hereto, their heirs, successors and assigns.

Thus Done and Executed effective January 1, 1965.

WITNESSES: LESSEE:

s/ KENNETH B. DRAKE TIDEWATER OIL COMPANY

s/ JIM T. BOWIE BY: s/ JED B. MALFINS

STATE OF TEXAS

COUNTY OF HARRIS

On this 26th day of March, 1965, before me appeared JED B. MAEBIUS, to me personally kno who, being by me duly sworn, did say that he is the Attorney in Fact for TIDEWATER OIL COMPAN and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said JED B. MAEBIUS acknowledged said instrument to be the free act and deed of said corporation.

s/ DERIS L. BROUSSARD, NOTARY PUBLIC SEAL

FILED: MAY 12 A.D., 1965 AT: 2:19 P.M.

RECORDED: MAY 12 A.D., 1965 FILE NO: 299311 CLERK & EX. OFFICIO RECORDER

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SAMEDAN OIL CORPORATION ET AL

TO

CASTEX M. BOUDREAUX ET AL

PARTIAL RELEASE

STATE OF LOUISIANA PARTIAL RELEASE AND LEASE AMENDMENT

PARISH OF JEFFERSON DAVIS

THIS AGREEMENT, made and entered into by and among CASTEX M. BOUDREAUX, JAMES L. BOUDREAUX, BEULAH BLANCHE BOURDIER, all residents of Calcasieu Parish, Louisiana, MARK A. BOUDREAUX, MRS. NAMIE C. JOHNSON, R. W. JOHNSON, O. W. JOHNSON, JR., REUBEN RAYMOND BRUCE, WORRELL B. JOHNSON, ALBERT SIDNEY JOHNSON,JR., MRS. ORA JOHNSON MIGUEZ and MRS. GRACE JOHNSON MILLER, all residents of Jefferson Davis Parish, Louisiana, hereinafter referred to as "Lessors", and MIDWEST OIL CORPORATION, SAMEDAN OIL CORPORATION, SAMEDAN ASSOCIATES, INC., TIDEWATER OIL COMPANY, SAM NOBLE, a resident of Carter County, Oklahoma, LYLE CUMMINS, a resident of Lafayette Parish, Louisiana, and SAM E. DUNNAM,a resident of Harris County, Texas, hereinafter referred to as "Lessees'', effective from and after January 1, 1965;

WITNESSETH, That:

I.

Reference is hereby made to that certain mineral lease dated August 7, 1954, executed by Rosa Castex Boudreaux, et al, as Lessor, to Lyle Cummins, as Lessee, covering and affecting a tract of land comprising 955.35 acres, specifically described in said lease, and which lease is recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana,In Book 187, Page 31, under File No. 218425.

II.

The Lessees, for and in consideration of Ten Dollars ($10.00), and other valuable considerations, receipt of which is acknowledged, hereby release, relinquish and forever quit-claim any and all rights held under the above referred Oil, Gas and Mineral Lease, INSOFAR BUT ONLY INSOFAR as to that portion of said lease lying outside of the following units established by the Commissioner of Conservation:

10,600' SU A, established by Conservation Department Order No. 101-D, dated November 1,1962.

10,200' SU B, established by Conservation Department Order No. 101-C, dated April 1, 1962.

9100' SU A, established by Conservation Department Order No. 101-B, dated April 1, 1962.

Het SU A, established by Conservation Department Order No. 101-E, dated December 1, 1962.

7750' SU B, established by Conservation Department Order No. No. 26-F, dated June 1,1964.

8600' SU C, established by Conservation Department Order No. 26-A-5,dated June 1, 1964.

It is clearly understood and agreed that this release affects only that portion of said lease not included within the above referred units and that the retained acreage is herein specifically maintained in full force and effect.

III.

It is further understood and agreed that Paragraph 3 of the above referred to Oil, Gas and Mineral Lease is hereby amended so as to adjust the annual minimum royalty requirement in the proportion that the acreage retained under the lease bears to the total number of acres originally covered by said lease.

IV.

The reference herein to the parties collectively designated as "Lessees" is for convenience only, each such party being interested in the above mineral lease, and being a necessary part to this agreement. It is recognized, however, that the interests and ownership of such parties, as well as the obligations and duties under the above lease, as among themselves and as respects the lessors, varies, and except as is herein expressly and specifically set forth, nothing herein shall in any manner alter, change, increase or diminish the rights and obligations of any such party, with respect to each other,or with respect to the Lessors.

V.

This instrument may be executed in one or more separate counterparts and shall be bindin upon the parties hereto, their heirs,successors and assigns.

Thus Done and Executed effective January 1, 1965.

WITNESSES: LESSEE:

s/ DOROTHA LEEPHELPS SAMEDAN OIL CORPORATION SEAL

s/ BILL A. ROBERTSON BY: s/ JACK D. WILKES, VICE-PRESIDENT

ATTEST: BY: s/ BEN MOORE, SECRETARY

s/ DOROTHA LEE PHELPS SAMEDAN ASSOCIATES, INC. SEAL

s/ BILL A. ROBERTSON BY: s/ DELMAN E. WOODLEY, PRESIDENT

ATTEST: BY: s/ BOB COLSTON,SECRETARY

s/ ROY BUTLER s/ SAM NOBLE

STATE OF OKLAHOMA

COUNTY OF CARTER

On this 23rd day of March, 1965, before me appeared JACK D. WILKES, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of SAMEDAN OIL CORPO TION, AND that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said JACK D. WILKES acknowledged said instrument to be the free act and deed of said Corporation.

s/ BOBBIE W. CUNNINGHAM, NOTARY PUBLIC SEAL My Commission Expires: Dec. 28, 1967

STATE OF OKLAHOMA

COUNTY OF CARTER

On this 23rd day of March, 1965, before me appeared DELMAN E. WOODLEY,to me personally known, who, being by me duly sworn, did say that he is the President of SAMEDAN ASSOCIATES, IN and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Delman E. Woodley acknowledged said instrument to be the free act and deed o said Corporation.

s/ BOBBIE W. CUNNINGHAM,NOTARY PUBLIC SEAL My Commission Expires: Dec. 28, 1967

STATE OF OKLAHOMA,COUNTY OF CARTER

On this 26 day of March, 1965, before me appeared SAM NOBLE, To me known to be the pers described in and who executed the foregoing instrument, and acknowledged that he executed same his free act and deed.

s/ DORIS STUKENBURG, NOTARY PUBLIC SEAL

FILED: MAY 12 A.D., 1965 AT: 2:19 P.M.

RECORDED: MAY 12 A.D., 1965 FILE NO: 299312 CLERK & EX. OFFICIO RECORDER

XXXX

V.

This instrument may be executed in one or more separate counterparts and shall be binding upon the parties hereto, their heirs,successors and assigns.

Thus Done and Executed effective January 1, 1965.

WITNESSES:	LESSEE:
s/ DOROTHA LEE PHELPS	SAMEDAN OIL CORPORATION SEAL
s/ BILL A. ROBERTSON	BY: s/ JACK D. WILKES, VICE-PRESIDENT
	ATTEST: BY: s/ BEN MOORE, SECRETARY
s/ DOROTHA LEE PHELPS	SAMEDAN ASSOCIATES, INC. SEAL
s/ BILL A. ROBERTSON	BY: s/ DELMAN E. WOODLEY, PRESIDENT
	ATTEST: BY: s/ BOB COLSTON,SECRETARY
s/ ROY BUTLER	s/ SAM NOBLE

STATE OF OKLAHOMA

COUNTY OF CARTER

On this 23rd day of March, 1965, before me appeared JACK D. WILKES, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of SAMEDAN OIL CORPORATION, AND that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said JACK D. WILKES acknowledged said instrument to be the free act and deed of said Corporation.

s/ BOBBIE W. CUNNINGHAM, NOTARY PUBLIC SEAL My Commission Expires: Dec. 28, 1967

STATE OF OKLAHOMA

COUNTY OF CARTER

On this 23rd day of March, 1965, before me appeared DELMAN E. WOODLEY,to me personally known, who, being by me duly sworn, did say that he is the President of SAMEDAN ASSOCIATES, INC and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Delman E. Woodley acknowledged said instrument to be the free act and deed of said Corporation.

s/ BOBBIE W. CUNNINGHAM,NOTARY PUBLIC SEAL My Commission Expires: Dec. 28, 1967

STATE OF OKLAHOMA,COUNTY OF CARTER

On this 26 day of March, 1965, before me appeared SAM NOBLE, To me known to be the perso described in and who executed the foregoing instrument, and acknowledged that he executed same his free act and deed.

s/ DORIS STUKENBURG, NOTARY PUBLIC SEAL

FILED: MAY 12 A.D., 1965 AT: 2:19 P.M.

RECORDED: MAY 12 A.D., 1965 FILE NO: 299312 CLERK & EX. OFFICIO RECORDER

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WITNESSETH, That:

I.

Reference is hereby made to that certain mineral lease dated August 7, 1954, executed by Ross Castex Boudreaux, et al, as Lessor, to Lyle Cummins, as Lessee, covering and affecting a tract of land comprising 955.35 acres, specifically described in said lease, and which lease is recorded in the Conveyance Records of Jefferson Davis Parish, Louisiana, in Book 187, Page 391, under File No. 218425.

II.

The lessees, for and in consideration of Ten Dollars ($10.00), and other valuable considerations, receipt of which is acknowledged, hereby release, relinquish, and forever quitclaim any and all rights held under the above referred Oil, Gas and Mineral Lease, INSOFAR BUT ONLY INSOFAR as to that portion of said lease lying outside of the following units established by the Commissioner of Conservation:

10,600' SU A, established by Conservation Department Order No. 101-D, dated November 1,1962.

10,200' SU B, established by Conservation Department Order No. 101-C, dated April 1, 1962.

9100' SU A, established by ConservationDepartment Order No. 101-B, dated April 1, 1962.

Het SU A,established by Conservation Depatment Order No. 101-E, dated December 1, 1962.

7750' SU B, established by Conservation Department Order No. 26-F, dated June 1, 1964.

8600' SU C, established by Conservation Department Order No. 26-A-5, datedJune 1, 1964.

It is clearly understood and agreed that this release affects only that portion of said lease not included within the above referred units and that the retained acreage is herein specifically maintained in full force and effect.

III.

It is further understood and agreed that Paragraph 3 of the above referred to Oil, Gas and Mineral lease is hereby amended so as to adjust the annual minimum royalty requirements in the proportion that the acreage retained under the lease bears to the total number of acres originally covered by said lease.

IV.

The reference herein to the parties collectively designated as lessees is for convenience only, each such party being interested in the above mineral lease, and being necessary party to this agreement. It is recognized, however, that the interests and ownership of such parties,as well as the obligations and duties under the above lease, as among themselves and as respects the lessors, varies, and except as is herein expressly and specifically set forth, nothing herein shall in any manner alter, change,increase or diminish the rights and obligations of any such party, with respect to each other, or with respect to the lessors.

V.

This instrument may be executed in one or more separate counterpats and shall be binding upon the paties hereto, their heirs, successors and assigns.

Thus done and Executed effective January 1, 1965.

WITNESSES: LESSEE:

MARY MEIER s/LYLE CUMMINS

MARY IDA WARREN s/ SAM E. DUNNAM

State of Texas

County of Harris

On this 18th day of March, 1965,before me appeared Sam E. Dunnam, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed same as his free act and deed.

RUTH LAUDERDALE, NOTARY PUBLIC SEAL

FILED: MAY 12 A.D., 1965 AT: 2:19 P.M.

RECORDED: MAY 12 A.D., 1965 FILE NO: 299313 CLERK & EX. OFFICIO RECORDER

CASTEX M. BOUDREAUX ET AL

TO

MIDWEST OIL CORPORATION

LEASE AMENDMENT

STATE OF LOUISIANA PARTIAL RELEASE AND LEASE AMENDMENT

PARISH OF JEFFERSON DAVIS

THIS AGREEMENT, made and entered into by and among CASTEX M. BOUDREAUX, JAMES L. BOUDREAUX, BEULAH BLANCHE BOURDIER, all residents of Calcasieu Parish, Louisiana, MARK A. BOUDREAUX, MRS. NAMIE C. JOHNSON, R. W. JOHNSON, O. W. JOHNSON, JR., REUBEN RAYMOND BRUCE, WORRELL B. JOHNSON, ALBER SIDNEY JOHNSON, JR., MRS. ORA JOHNSON MIGUEZ AND MRS. GRACE JOHNSON MILLER, all residents of Jefferson Davis Parish, Louisiana, hereinafter referred to as Lessors, and MIDWEST OIL CORPORA SAMEDAN OIL CORPORATION, SAMEDAN ASSOCIATES, INC., TIDEWATER OIL COMPANY, SAM NOBLE, a residen of Carter County, Oklahoma, LYLE CUMMINS, a resident of Lafayette Parish, Louisiana, and SAM E DUNNAM, a resident of Harris County, Texas, hereinafter referred to as Lessees, effective from an after Januaryl, 1965;

WITNESSETH, That:

I.

Reference is hereby made to that certain mineral lease dated August 7, 1954, executed Rosa Castex Boudreaux, et al, as Lessor, to Lyle Cummins, as Lessee, covering and affecting a tr of land comprising 955.35 acres, specifically described in said lease, and which lease is reco in the Conveyance Records of JeffersonDavis Parish, Louisiana, in Book 187, Page 391, under Fi No. 218425.

II.

The Lessees, for and in consideration of Ten Dollars ($10.00), and other valuable on-siderations,receipt of which is acknowledged, hereby release, relinquish and forever quit-clai any and all rights held under the above refered Oil, Gas and Mineral Lease, INSOFAR BUT ONLY INSOFAR as to that portion of said lease lying outside of the following units established by t Commissioner of Conservation:

10,600' SU A,established by Conservation Department Order No. 101-D, dated November 1,

10,200' SU B, established by Conservation Depatment Order No. 101-C, dated April 1, 19

9100' SU A, established by Conservation Department Order No. 101-B, dated April 1, 196

Het SU A, established by ConservationDepartment Order No. 101-E, dated December 1, 196

7750' SU B, established by Conservation Department Order No. 26-F, dated June 1, 1964.

8600' SU C,established by Conservation Department Order No. 26-A-5,dated June 1, 1964.

It is clearly understood and agreed that this release affects only that portion of said lease not included within the above referred units and that the retained acreage is herein specifical maintained in full force and affect.

III.

It is further understood and agreed that Paragraph 3 of the above referred to Oil, Gas and Mineral Lease is hereby amended so as to adjust the annual minimum royalty requirement in th proportion that the acreage retained under the lease bears to the total number of acres origin covered by said lease.

IV.

The reference herein to the parties collectively designated as "Lessees" is for conven ience only, each such party being interested in the above mineral Lease, and being a necessary party to this agreement. It is recognized, however, that the interests and ownership of such parties, as well as the obligations and duties under the above lease, as among themselves and as respects the Lessors,varies, and except as is herein expressly and specifically set forth, nothing herein shall in any manner alter, change, increase, or diminish the rights and obligat

V.

This instrument may be executed in one or more separate counterparts and shall be binding upon the parties hereto, their heirs, successors and assigns.

Thus Done and Executed effective January 1, 1965.

WITNESSES: LESSOR:

s/ DONNA W. BONIN, ANNETTE L. PITRE s/ CASTEX M. BOUDREAUX
s/ DONNA W. BONIN, ANNETTE L. PITRE s/ JAMES L. BOUDREAUX
s/ DONNA W. BONIN, ANNETTE L. PITRE s/ BEULAH BLANCHE BOURDIER
s/ DONNA W. BONIN, ANNETTE L. PITRE s/ MARK A. BOUDREAUX
s/ DONNA W. BONIN, ANNETTE L. PITRE s/ MRS. NAMIE C. JOHNSON
s/ DONNA W. BONIN, ANNETTE L. PITRE s/ R. W. JOHNSON
s/ DONNA W. BONIN, ANNETTE L. PITRE s/ O. W. JOHNSON, JR.
s/ DONNA W. BONIN, ANNETTE L. PITRE s/ REUBEN RAYMOND BRUCE
s/ DONNA W. BONIN, ANNETTE L. PITRE s/ WORRELL B. JOHNSON
s/ DONNA W. BONIN, ANNETTE L. PITRE s/ ALBERT SIDNEY JOHNSON, JR.
s/ DONNA W. BONIN, ANNETTE L. PITRE s/ MRS. ORA JOHNSON MIGUEZ
s/ DONNA W. BONIN, ANNETTE L. PITRE s/ MRS. GRACE JOHNSON MILLER

STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

On this 3 day of May, 1965, before me personally appeared CASTEX M. BOUDREAUX, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

s/ HERSCHEL N. KNIGHT, NOTARY PUBLIC SEAL

STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

On this 3 day of May, 1965, before me personally appeared JAMES. L. BOUDREAUX to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

s/ HERSCHEL NO. KNIGHT, NOTARY PUBLIC SEAL

STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

On this 3 day of May, 1965, before me personally appeared BEULAH BLANCHE BOURDIER, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

s/ HERSCHEL N. KNIGHT, NOTARY PUBLIC SEAL

STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

On this 3 day of May, 1965, before me personally appeared MARK A. BOUDREAUX, to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

s/ HERSCHEL N. KNIGHT, NOTARY PUBLIC SEAL

STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

On this 3 day of May, 1965, before me personally appeared MRS. NAMIE C. JOHNSON, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the foregoing instrument as her free act and deed.

s/ HERSCHEL N. KNIGHT, NOTARY PUBLIC SEAL

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

On this 3 day of May, 1965, before me personally appeared R. W. JOHNSON, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

s/ HERSCHEL N. KNIGHT, NOTARY PUBLIC SEAL

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

On this 3 day of May, 1965, before me personally appeared O. W. JOHNSON, to me known to be the person described in and who executed the foregoing instrument, and ackowledged that he executed the same as his free act and deed.

s/ HERSCHEL N. KNIGHT, NOTARY PUBLIC SEAL

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

On this 3 day of May, 1965, before me personally appeared REUBEN RAYMOND BRUCE to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

s/ HERSCHEL N. KNIGHT, NOTARY PUBLIC SEAL

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

On this 3 day of May, 1965, before me personally appeared WORRELL B. JOHNSON, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

s/ HERSCHEL N. KNIGHT, NOTARY PUBLIC SEAL

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

On this 3 day of May, 1965, before me personally appeared ALBERT SIDNEY JOHNSON, JR., TO me known to be the person described in and who executed the foregoing instrument and acknowled that he executed the same as his free act and deed.

s/ HERSCHEL N.KNIGHT, NOTARY PUBLIC SEAL

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

On this 3 day of May, 1965, before me personally appeared MRS. ORA JOHNSON MIGUEZ, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

s/ HERSCHEL N. KNIGHT, NOTARY PUBLIC SEAL

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

On this 3 day of May, 1965, before me personally appeared MRS. GRACE JOHNSON MILLER, to me known to be the person described in and who executed the foregoing instrument, and acknowled that she executed the same as her free act and deed.

s/ HERSCHEL N. KNIGHT, NOTARY PUBLIC SEAL

FILED: MAY 12 A.D., 1965 AT: 2:19 P.M.

RECORDED: MAY 12 A.D., 1965 FILE NO: 299314 CLERK & EX. OFFICIO RECORDER

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292/617

300394

SUCCESSION OF

NO. 12220

JAMES L. BOUDREAUX, SR.,
ADELINE CORMIER BOUDREAUX,
JAMES L. BOUDREAUX, JR.,
DEBRAH ANN BOUDREAUX,
and CYNTHIA BLANCHE
BOUDREAUX

14TH JUDICIAL DISTRICT COURT

PARISH OF CALCASIEU

STATE OF LOUISIANA

JUDGMENT

Considering the petition of Yvette Marie Boudreaux Miller, wife of Walter M. Miller, the sole surviving heir of James L. Boudreaux, Sr., Adeline Cormier Boudreaux, James L. Boudreaux, Jr., Debrah Ann Boudreaux and Cynthia Blanche Boudreaux, to be placed in possession of decedents' estates; the certificate of the attorney for the tax collector accepting the values placed on the estates and appearing from the receipt filed herein that the inheritance taxes due the State of Louisiana have been paid, and the law and evidence being in favor thereof,

300394

IT IS ORDERED, ADJUDGED AND DECREED that YVETTE MARIE BOUDREAUX MILLER be and she is hereby recognized as the sole heir of James L. Boudreaux, Sr., Adeline Cormier Boudreaux, James L. Boudreaux, Jr., Debrah Ann Boudreaux and Cynthia Blanche Boudreaux, and, as such, she is hereby sent and placed in possession of all the property belonging to decedents and more particularly the following property, to-wit:

COMMUNITY PROPERTY

IMMOVABLE PROPERTY:

Situated in Calcasieu Parish, Louisiana:

Commencing at a point located 309.3 feet South and 524.2 feet West of the Northeast corner of Lot 1, the Arthur Meade 5 acre tract of the boundary agreement and plat of survey filed March 15, 1915, under File No. 30212, recorded in Conveyance Book 149, pages 98-100, inclusive, and from said point running West 150 feet to the East side of Deaton or Fisk Street, thence North along the East side of Deaton or Fisk Street 60 feet, thence East 150 feet, thence South 60 feet to point of commencement, together with all improvements thereon situated

MOVABLE PROPERTY:

1. Proceeds of Guaranty Income Life Insurance Company, Policy No. 3811-2947 (Original Policy No. 12947) on the life of James Louis Boudreaux, Sr. in the sum of $1,000.00

2. Proceeds of Great Southern Life Insurance Company, Policy No. 749781 on the life of James Louis Boudreaux, Jr. in the sum of $2,000.00

3. An undivided one-eighth (1/8) interest in and to the Johnson-Boudreaux Farm Co. account in the Jeff Davis Bank & Trust Company, Jennings, Louisiana, in the sum of $2,631.38

4. An undivided one-fourth (1/4) interest in and to the account of "Boudreaux's" in the Calcasieu-Marine National Bank, Jennings Branch, Jennings, Louisiana in the sum of $708.45

5. Checking account in the Calcasieu-Marine National Bank, South City Branch, in the name of Mr. or Mrs. James L. Boudreaux in the sum of $243.65

6. Household furniture and effects located in the family home at 3015 Deaton Street, Lake Charles, Louisiana

7. Insurance proceeds on the life of James L. Boudreaux, Sr. with Firestone Tire and Rubber Company in the sum of $9,000.00

8. Check payable to the Estate of James L. Boudreaux from Aetna Life Insurance Company in the sum of $10,000.00

9. Guaranty Bond and Finance Company, Inc., Stock Certificates Nos:

3073	for 5 shares; par value $10.00
3073	for 2-1/2 shares; no par value
3053	for 2 shares; par value $1.00
6364	for 40/100 shares; par value $1.00
9917	for 48/100 shares; par value $1.00
13552	for 58/100 shares; par value $1.00
17160	for 54/100 shares; par value $1.00

SEPARATE PROPERTY OF JAMES L. BOUDREAUX, SR.

OVABLE PROPERTY:

Situated in Jefferson Davis Parish, Louisiana:

1. An undivided one-fourth (1/4) interest in and to:

Lots Ten (10) and Eleven (11) of Block Six (6) of Richard Subdivision of Lot Three (3) of Section Fourteen (14), Township Ten (10) South, Range Two (2) West, Louisiana Meridian, situated in Jefferson Davis Parish, Louisiana, together with the improvements thereon situated. Said property having been acquired by Adolph C. Boudreaux from John Campbell by deed bearing File No. 78142, recorded in Conveyance Book No. 48, at page No. 522, records of Jefferson Davis Parish, Louisiana

2. An undivided one-eighth (1/8) interest in and to:

That tract of property in Jefferson Davis Parish, Louisiana, with all improvements thereon located and situated; together with all of the oil, gas and minerals underlying, or which may be produced therefrom, subject, however, to that oil, gas and mineral lease dated May 12, 1945, granted by Albert Sidney Johnson and Adolph C. Boudreaux, joined by his wife, Rosa Castex Boudreaux, in favor of M. N. Stafford, recorded in Book 110, page 522, records of the Parish of Jefferson Davis, Louisiana, and later assigned; and together with that oil, gas and other mineral royalty right equal to three-thirty-seconds (3/32nds) or .093750 of the whole of all oil, gas and other minerals which may be produced from the whole of said tract which contains 1,125.35 acres, more or less, the whole of which tract of land is described as follows, to-wit:

(a) Section Thirty-nine (39) in Township Ten (10) South of Range Three (3) West, Louisiana Meridian, except that portion lying in triangular form West of the East boundary line of Section Fourteen (14) if extended through said Section Thirty-nine (39); (b) Lot Two (2) of Fractional Section Thirteen (13) in Township Ten (10) South of Range Three (3) West, Louisiana Meridian; (c) Section Seventeen (17) in Township Ten (10) South of Range Two (2) West, Louisiana Meridian, except the 328 acres, more or less, of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey made by E. J. Mead, C. E., dated in 1921; including two tracts of prarie land along the North line of said swamp land, one of

said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. S. Alston & Co., and (d) Section Eighteen (18) in Township Ten (10) South of Range Two (2) West, Louisiana Meridian, lying between the Southeast corner of the aforedescribed Section Thirty-nine (39) on the West, and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolph C. Boudreaux acquired the said property from Jean Castex, Jr., and which Act is recorded in Jefferson Davis Parish, Louisiana; LESS EXCEPT AND NOT INCLUDED in the aforedescribed tract are those ten acre parcels of property described as follows and designated as "First" and "Second", to-wit:

First. That ten acre parcel of land situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolph C. Boudreaux to Pelican Oil Purchasers, Inc., by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence, South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira ten acre tract for a point of beginning; thence following the right bank of the Mermentau River South 65° 30' East 450 feet; thence, South 84° 00' East 250 feet; thence leaving the River and running South 37° 00' West 693.5 feet; thence, North 72° 06' West 691.5 feet to lower side line of the Robira ten acre tract; thence following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by ten acre tract owned by John J. Robira, his widow, heirs and assigns, on the West by other land of Albert Sidney Johnson and Adolph C. Boudreaux.

Second. That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolph C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, page 101, of the records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit:

Beginning at a point 459 feet South of the corner between Section Eighteen (18), Township Ten (10) South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37°, West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 53°, East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, 921 feet South of the corner between the two said Sections; thence, South 53° East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence, North 37° East 726 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe on the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing ten (10) acres.

3. An undivided one-sixteenth (1/16) interest of all the oil, gas and other minerals underlying or which may be produced from that tract of property located and situated in the Parish of Jefferson Davis, State of Louisiana, described as follows, to-wit:

Beginning at a point 459 feet South of the corner between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 53° East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, 921 feet South of the corner between the two said Sections; thence, South 53° East 327.6 feet to a one-and-a-quarter (1-1/4") inch

galvanized iron pipe; thence North 37° East 726 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe on the right descending bank of the Mermentau River; thence, North 53°, West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence, South 37° West 358 feet to the point of beginning and containing ten (10) acres.

4. An undivided one-sixteenth (1/16) interest of all the oil, gas and other minerals underlying or which may be produced from that ten acre tract of land located and situated in the Parish of Jefferson Davis, State of Louisiana, described as follows; subject to that oil, gas and mineral lease dated May 12, 1945, granted by Albert Sidney Johnson and Adolph C. Boudreaux, joined by his wife, Rosa Castex Boudreaux, in favor of M. N. Stafford, recorded in Book 110, page 522, records of Jefferson Davis Parish, Louisiana, and later assigned; and together with that oil, gas and mineral royalty right equal to three-sixty-fourths (3/64ths) or .046875 of the whole of all oil, gas and other minerals which may be produced therefrom, the whole of which said ten acre tract is described as follows, to-wit:

Ten acres of land situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten (10) acres are further described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence, South 51° 13' East 276.5 feet; thence, South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira ten acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence, leaving the River and running South 37° 00' West 693.5 feet; thence North 72° 06' West 691.5 feet to lower side line of the Robira ten acre tract, thence, following said line North 37° 00' East 693.5 feet to place of beginning and containing ten acres, as per plat by F. Shutts Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten acre tract owned by John J. Robira, his widow, heirs or assigns; on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolph C. Boudreaux.

Property situated in Calcasieu Parish, Louisiana:

1. An undivided one-fourth (1/4) interest in and to:

   Lot 621 in the Subdivision of the North Half of Southeast Quarter of Southwest Quarter (N 1/2 of SE 1/4 of SW 1/4), Section Thirty (30), Township Nine (9) South, Range Ten (10) West, Louisiana Meridian, acquired by Adolph C. Boudreaux from Mutual Sulphur & Oil Co., by deed bearing File No. 32606, recorded in Conveyance Book 151, page 437, records of Calcasieu Parish, Louisiana.

Property situated in Acadia Parish, Louisiana:

1. An undivided one-sixth (1/6) interest in and to:

   Lot Six (6) of Block Eleven (11); Lots Nine (9), Ten (10), and Eleven (11) of Block Thirty-four (34); Lots Four (4), Five (5), Six (6), and Seven (7) of Block Thirty-five (35); and a portion of Lot One (1) of Block Forty (40); all in the Town of Mermentau, Acadia Parish, Louisiana, as per plat of said Town on file in the office of the Clerk of Court and Ex-Officio Recorder of Acadia Parish, Louisiana; together with all the improvements thereon situated. It being part of the property acquired by Adolph C. Boudreaux from Euclide D. Conner by deed bearing File No. 26370, recorded in Conveyance Book J-2, page 142, records of Acadia Parish, Louisiana.

2. An undivided one-fourth (1/4) interest in and to:

   That certain tract of land containing Eighty-four (84) acres, more or less, situated in Acadia Parish, Louisiana, and located in Section Twenty-five (25), Township Ten (10) South, Range Two (2) West, Louisiana Meridian, and bounded Northeast by the Latrielle Estate, Inc., Southeast by Rosa Belle Duhon, Southwest by Mrs. Rosa Boudreaux, Gus Godeaux and Frank R. Burris, et als, and Northwest by the Mermentau River, together with all the improvements thereon situated. Said property having been acquired by Adolph C. Boudreaux from Albert Green by deed bearing File No. 34274 and recorded in Conveyance Book S-2, page 274, records of Acadia Parish, Louisiana.

3. An undivided one-fourth (1/4) interest in and to:

That certain tract of land containing Fifty-four (54) acres, more or less, situated in Acadia Parish, Louisiana, and located in the Northwest Quarter (NW 1/4) of Section Five (5), Township Eleven (11) South, Range Two (2) West, Louisiana Meridian, and bounded North by Oneal Legros Estate, East by Alphee LeBlanc estate, South by Jules S. Mauboules Estate, and West by Jerry S. Ashley, Joseph Jeanise and Lula H. Jeanise, together with the improvements thereon situated. Said property having been acquired by Adolph C. Boudreaux from the Succession of Aurelien LeBlanc by deed bearing File No. 97203, recorded in Conveyance Book Q-4, page 159, records of Acadia Parish, Louisiana.

4. An undivided one-fourth (1/4) interest in and to:

That certain tract of land containing five (5) acres, more or less, situated in Acadia Parish, Louisiana, and located in Section Seven (7), Township Eleven (11) South, Range Two (2) West, Louisiana Meridian, and bounded North by Romain and Oday LeBlanc and August Benoit and P.C. Smith Estate, and Mrs. Prevost LeBlanc, East by Pierre Trahan, South by Texas Company and West by Romain and Oday LeBlanc and August Benoit and P. C. Smith Estate. Said property having been acquired by Adolph C. Boudreaux from the Succession of Aurelien LeBlanc by deed bearing File No. 97203, recorded in Conveyance Book Q-4, page 159, records of Acadia Parish, Louisiana.

5. An undivided one-fourth (1/4) interest in and to:

A certain tract or parcel of land containing Forty (40) acres, more or less, situated in Irregular Section 25, Township Ten (10) South, Range 2 West, more fully described and bounded now or formerly as follows, to-wit: Bounded on the Northeast by lands of A. C. Boudreaux Estate; Southwest by lands of Ray Richard, formerly Martin Richard and/or West line of said Section 25; Northwest by lands of F. Gotreaux, and Southeast by lands of Charles T. Duhon Estate.

6. An undivided one-fourth (1/4) interest in and to:

A certain tract or parcel of land containing 7.5 acres, more or less, situated in Irregular Section 24, Township Ten (10) South, Range Two (2) West, and more fully described and bounded now or formerly as follows, to-wit: Bounded on the Northeast by East line of said Section 24, Southwest by lands of the Texas Company; Southeast by lands of Ray Richard, formerly Martin Richard, and Northwest by lands of the Texas Company.

7. An undivided one-fourth (1/4) interest in and to:

That certain tract of land containing Twenty (20) acres, more or less, situated in the Southeast Quarter of Section Seventy-two (72), Township Ten (10) South, Range Two (2) West, Louisiana Meridian, bounded now or formerly as follows: North by Arthur Crawford and the Estate of Thomas W. Crawford; East by Alphee Simon; South by Mrs. Arthur Crawford and the Estate of Thomas W. Crawford.

8. An undivided one-fourth (1/4) interest in and to:

That certain tract of land containing 18.75 acres, more or less, situated in Section One (1), Township Eleven (11) South, Range Two (2) West, Louisiana Meridian, bounded now or formerly as follows: North by F. P. Breaux and Arthur Crawford and Estate of Thomas W. Crawford; East by Clemile Trahan, and West by the Estate of J. S. Mamoules.

9. An undivided one-fourth (1/4) interest in and to:

Lots Five (5), Seven (7), Eight (8) and Eleven (11) of Block Thirty-eight (38) of the Village of Mermentau, Acadia Parish, Louisiana, together with all improvements thereon.

10. An undivided one-fourth (1/4) interest in and to:

Those certain tracts or parcels of land situated in Section Thirty-two (32), Township Ten (10) South, Range Two (2) West, in the Village of Mermentau, Acadia Parish, Louisiana, as follows:

(a) A lot fronting 400 feet on the South line of the right of way of U. S. Highway 90 and 400 feet on the right of way of the Louisiana Western Railroad with its East line running in and along the East line of Section 32, and its West line running parallel to said East line so as to form a tract 400 feet from East to West and approximately 45 feet running in a Northwesterly direction, and

(b) A lot West of and adjoining the above tract fronting 440 feet on the South line of said Highway right of way and 445 feet on the North line of the right of way for the Switch track of said railroad so as to form a triangular parcel of

ground with its South line running in a Northwesterly direction to a point in the South line of said Highway right of way and its East line extending in a Northwesterly direction from the North line of the railroad right of way first above mentioned to the South line of said railroad right of way.

Being the same property acquired by Rosa C. Boudreaux from Albert Sidney Johnson by act of exchange dated May 22, 1939, and recorded in Conveyance Book K-6, at page 393.

11. An undivided one-twelfth (1/12) interest in and to:

That certain tract of land containing Twenty (20) acres, more or less, situated in Section Sixty-one (61), Township Ten (10) South, Range Two (2) West, in Acadia Parish, Louisiana, bounded North, East, South and West by Lovic C. Desormeaux.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all banks, insurance companies, trust companies, labor organizations, corporations, or individuals having on deposit or in their possession, any money, bonds, notes, stocks, proceeds from insurance policies, sale of assets, or anything of value formerly belonging to the decedents' estates and which property includes the property described above, deliver such property to Yvette Marie Boudreaux Miller.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Yvette Marie Boudreaux Miller, this estate and all property constituting the same be and they are adjudged to be free from further payment of Louisiana inheritance taxes.

JUDGMENT RENDERED, READ AND SIGNED in Chambers at Lake Charles, Louisiana, on this 11th day of February, 1966.

s/ Clarence A. Marsh
DISTRICT JUDGE

STATE OF LOUISIANA
PARISH OF CALCASIEU
I HEREBY CERTIFY, That the above and foregoing is a true and correct copy of ____ filed for record this 11th of February, 1966 bearing file No. 306394 IN TESTIMONY WHEREOF, Witness my official signature and seal at Lake Charles, La., on this 11th day of February A. D. 1966

OFFICE OF THE CLERK OF COURT 14th JUDICIAL DIST.

Deputy Clerk of Court

FILED: FEBRUARY 15, 1966. A. D. AT: 7:48 A. M.
RECORDED: FEBRUARY 15, 1966. A. D. FILE # 306394. CLERK & EX OFFICIO RECORDER.

FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "B"

OIL, GAS AND MINERAL LEASE

295/523

THIS AGREEMENT, entered into effective as of April 19 19 66,

by and between

MARK A. BOUDREAUX, husband of Bernice Foreman, Mermentau, Louisiana;

BEULAH BLANCHE BOURDIER, wife of Floyd J. Bourdier,

CASTEX M. BOUDREAUX, husband of Lydia McBridge, 1313 Tenth Street, Lake Charles, Louisiana;

REUBEN RAYMOND BRUCE, husband of Mary Simoneaux, 439 East Academy, Jennings, Louisiana;

WORRELL B. JOHNSON, husband of Dora Cary, Mermentau, Louisiana;

MRS. GRACE JOHNSON MILLER, divorced from Ralph M. Miller, Jennings, Louisiana;

ALBERT SIDNEY JOHNSON, JR., husband of Marvel Andrus, 606 Morton, Jennings, Louisiana;

MRS. ORA JOHNSON MIGUEZ, wife of Adam Miguez, 114 Davis Street, Jennings, Louisiana;

O. W. JOHNSON, JR., husband of Carolyn Leonard Johnson,

RICHARD W. JOHNSON, husband of Nancy Watkins Johnson, Welsh, Louisiana;

YVETTE MARIE BOUDREAUX MILLER, wife of Walter M. Miller, herein represented by Mark A. Boudreaux, as Agent and Attorney-in-fact.

300801 S

herein called "Lessor" (whether one or more) and RUFFIN T. LOWRY

hereinafter called "Lessee", witnesseth, that: consideration

Lessor, in consideration of the sum of One Thousand Dollars & other valuable/ ($1000.00 & OVC) hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder or in connection with similar operations on adjoining land, and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

Tract #1 That certain tract of land containing 1148.44 acres, more or less, situated in Sections 13 and 39, Township 10 South, Range 3 West, and Sections 17 and 18, Township 10 South, Range 2 West, being bounded now or formerly as follows:

West and Northwesterly by Albert Brosius, H. O. Lestage, Jr., et al, Anne H. Hebert, Frank Perl, Jr., et al and Anne H. Hebert;

North and Northeasterly by Acadia Development Co.;

East by The Texas Company Fee and the Mermentau River;

South by the Texas Fee, The Mermentau River, Byron Hebert, et al, David C. Ritchie Estate et al, G. I. Golden, and David C. Ritchie Estate et al

LESS AND EXCEPT 160 acres situated in the northern portion of the tract in rectangular form and being that portion of the land under lease to Delta Drilling Company,

ALSO LESS AND EXCEPT 20 acres in the Southeast portion of the land, bounded North by the Mermentau River and West, South and East by lands of the lessors herein leased,

AND LESS AND EXCEPT all that portion of the 1148.44 acres described above which is included in the following units established by the Commissioner of Conservation of the State of Louisiana:

10,600' SU A, established by Conservation Department Order No. 101-D, dated November 1, 1962.

10,200' SU B, established by Conservation Department Order No. 101-C, dated April 1, 1962.

Het SU A, established by Conservation Department Order No. 101-E, dated December 1, 1962.

7750' SU B, established by Conservation Department Order No. 26-F, dated June 1, 1964.

8600' SU C, established by Conservation Department Order No. 26-A-S dated June 1, 1964.

Tract #2 That certain tract of land containing 16.5 acres, more or less, situated in Section 17, Township 10 South, Range 2 West, and being bounded now or formerly as follows:

North and Northeasterly by the north line of aforesaid Section 17,

South by the Texas Company Fee,

East by the Texas Company Fee and Tract #-3 described below.

Tract #3 That certain tract of land containing 5.5 acres, more or less, situated in Section 17, Township 10 South, Range 2 West, and being bounded now or formerly as follows:

North and Northeasterly by the north line of aforesaid Section 17;
West, by the Texas Company Fee and Tract #2 described above.
South and East by the Texas Company Fee.

LESS AND EXCEPT all that portion of Tracts #2 and #3 located within the unit established by the Commissioner of Conservation as follows:

9100' SU A established by Conservation Department Order No. 101-B, dated April 1, 1962.

MB That the contrary notwithstanding, it is understood that this lease does not cover any casing, pipes, tubing, etc., in any well previously drilled on the property.

All land owned by the Lessor lying above-mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 760.92 acres, whether it actually comprises more or less.

This lease shall be for a term of Five (5) years and No (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on April 19, 1967, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to Lessors or to Lessors' credit in the respective depository banks shown opposite their names below, a rental in the sum of:

NAME	DEPOSITORY	AMOUNT	ADDRESS
Mark A. Boudreaux	Calcasieu-Marine Natl Bank of Lake Charles, Jennings Branch, Jennings, La.	$2,377.88	Mermentau Louisiana
Beulah Blanche Bourdier	Calcasieu-Marine Natl Bank of Lake Charles Lake Charles, La.	2,377.88	Lake Charles, Louisiana
Castex M. Boudreaux	Calcasieu-Marine Natl Bank of Lake Charles Lake Charles, La.	2,377.88	1313 Tenth Street Lake Charles Louisiana
Reuben Raymond Bruce	Calcasieu-Marine Natl Bank of Lake Charles, Jennings Branch, Jennings, La.	4,755.75	439 East Academy Jennings Louisiana
Worrell B. Johnson	Calcasieu-Marine Natl Bank of Lake Charles, Jennings Branch, Jennings, La.	951.15	Mermentau Louisiana
Mrs. Grace Johnson Miller	Jeff Davis Bank & Trust Co., Jennings, La.	951.15	Jennings Louisiana

Albert Sidney Johnson, Jr.	Calcasieu-Marine Natl Bank of Lake Charles Jennings Branch, Jennings, La.	951.15	606 Morton Jennings Louisiana
Mrs. Ora Johnson Miguez	Jeff Davis Bank & Trust Co. Jennings, La.	951.15	114 Davis Street Jennings Louisiana
O. W. Johnson, Jr.	Calcasieu-Marine Natl Bank of Lake Charles, Welsh Branch, Welsh, La.	475.58	Welsh Louisiana
Richard W. Johnson	Calcasieu-Marine Natl Bank of Lake Charles, Welsh Branch Welsh, Louisiana	475.58	Welsh Louisiana
Mark A. Boudreaux As Agent and Attorney-in-fact for Yvette Marie Boudreaux Miller	Calcasieu-Marine Natl Bank of Lake Charles, Jennings Branch, Jennings, La.	2,377.88	Mermentau Louisiana

which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods like payments or tenders. Payments may be made to the Lessor or may be mailed or delivered for deposit to Lessor's credit in the said banks, which banks or their successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository banks or their successors. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the addresses set forth above or to the said banks on or before the rental payment date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said banks fail or liquidate, or if they should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be held in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall be reduced proportionately, according to acreage. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 250 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than five consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages to timber and growing crops of Lessor caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall not affect the rights of others.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

MARK A. BOUDREAUX

BEULAH BLANCHE BOURDIER

CASTEX M. BOUDREAUX

REUBEN RAYMOND BRUCE

WORRELL B. JOHNSON

MRS. GRACE JOHNSON MILLER

ALBERT SIDNEY JOHNSON, JR.

MRS. ORA JOHNSON MIGUEZ

O. W. JOHNSON, JR.

RICHARD W. JOHNSON

YVETTE MARIE BOUDREAUX MILLER
herein represented by Mark A. Boudreaux,
as Agent and Attorney-in-Fact

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF Jefferson Davis

BEFORE ME, the undersigned Notary Public, on this day personally appeared Donna W. Bonin, who, being by me duly sworn, stated under oath that she was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Mark A. Boudreaux, Beulah Blanche Bourdier, Castex M. Boudreaux, Reuben Raymond Bruce, Worrell B. Johnson, Mrs. Grace Johnson, A.S. Johnson, Jr., Mrs. Ora Johnson Miguez, O.W. Johnson, Jr., Richard W. Johnson and Mark A. Boudreaux as agent for Yvette Marie Boudreaux Miller (Lessor, as above mentioned) in her presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me this 25th day of April, 1966

Notary Public in and for Jeff Davis Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, 19____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public

STATE OF LOUISIANA
PARISH OF _____

I hereby certify that the foregoing instrument was filed for record on the _____ day of _____, 19____, at _____ M., and duly recorded in Book _____, Page _____, of the records of this office.

_____ Parish, Louisiana, this _____ day of _____, 19____.

_____ Deputy

FILED: APRIL 27, 1966, A.D., at 3:51 P.M.
RECORDED: APRIL 27, 1966, A.D. FILE NO 308008 CLERK & EXOFFICIO RECORDER

8 BEULAH BLANCHE BOURDIER, ET AL. -to- MICHIGAN WISCONSIN PIPE LINE COMPANY
----------RIGHT=OF-WAY.

300/8

310596

RECEIVED AND FILED
1956 AUG 16 AM 7:36
CLERK OF COURT
JEFFERSON DAVIS PARISH

727-01-2

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT made and entered into by and between_____

BEULAH BLANCHE BOURDIER, wife of Floyd J. Bourdier;

CASTEX M. BOUDREAUX, husband of Lydia McBridge, 1313 Tenth Street, Lake Charles, Louisiana;

YVETTE MARIE BOUDREAUX MILLER, wife of Walter M. Miller, all herein represented by Mark A. Boudreaux, as Agent and Attorney-in-fact;

and

MARK A BOUDREAUX, individually, and husband of Bernice Foreman, Mermentau, Louisiana

REUBEN RAYMOND BRUCE, husband of Mary Simoneaux, 439 E. Academy, Jennings, Louisiana;

WORRELL B. JOHNSON, husband of Dora Cary, Mermentau, Louisiana;

MRS. GRACE JOHNSON MILLER, divorced from Ralph M. Miller, Jennings, Louisiana;

ALBERT SIDNEY JOHNSON, JR., husband of Marvel Andrus, 606 Morton Street, Jennings, Louisiana

MRS. ORA JOHNSON MIGUEZ, wife of Adam Miguez, 114 Davis Street, Jennings, Louisiana;

O.W. JOHNSON, JR., husband of Carolyn Leonard Johnson, Welsh, Louisiana;

RICHARD W. JOHNSON, husband of Nancy Watkins Johnson, Welsh, Louisiana

310596

_____, hereinafter referred to as "Grantor"

and MICHIGAN WISCONSIN PIPE LINE COMPANY, a Delaware Corporation

_____, hereinafter referred to as "Grantee", as

follows, to-wit:

WHEREAS, Grantor is the owner of the following described property, situated in the Parish of Jefferson Davis, State of Louisiana, described as follows, to-wit:

1145.35 acres, more or less, located in Section 38 and Lot No. 2 of Section 13, Township 10 South, Range 3 West, Section 17, except 328 acres of swamp timber lands lying in the Eastern portion thereof; and in Section 18, Township 10 South, Range 2 West, La. Mer in Jefferson Davis Parish, being out of the lands confirmed to Andre Martin by Commissioner's Certificate No. A-500.

WHEREAS, Grantee desires to acquire of Grantor the right to lay, maintain, inspect, alter, repair, replace, operate and remove a pipe line for the transportation of oil, gas, water or other fluids and substances, under and across the hereinabove described land, and Grantor desires to grant such servitude to Grantee on the terms and conditions hereinafter expressed:

NOW, THEREFORE, for and in consideration of the sum of Three Hundred Thirty-six and No/100 ($336.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant unto Grantee the right to lay, maintain, inspect, alter, repair, replace, operate and remove a pipe line for the transportation of oil, gas, water or other fluids and substances under and across the said land hereinabove described. The route and course of the said pipe line right-of-way across the said land is shown on the plat attached hereto, made a part hereof, and marked "Exhibit A", the width of which is seventy-five (75) feet, being fifteen (15) feet on either side of the pipe line location as shown on said plat. Following installation of said pipe line, the right-of-way will revert to a width of 30 feet, being 15 feet on either side of the pipe line location as shown on said plat.

There is included in this transfer the rights of ingress, egress and regress to and from said line for the purposes aforesaid, but limited to the right-of-way herein granted, unless by prior written consent of Grantor. Subject to the rights and purposes herein granted, and subsequent to the completion and the installation of said pipe line in accordance with the terms and conditions hereof, the Grantor shall have the right to fully use and enjoy said premises, including the right to farm and graze the surface of the land along the route of said pipe line, and Grantee agrees to pay Grantor for all damages from the exercise by Grantee of the rights herein granted. It being understood, however, that Grantor may not construct or permit to be constructed any permanent structure or obstructions on or over or that will interfere with the construc tion, maintenance or operation of said pipe line.

As additional consideration for the grant of this servitude, Grantee agrees:

1. That said pipe line shall be buried at least thirty inches (30) ~~twenty-four (24)~~ inches below the surface of the ground, measured from the surface of the ground to the top of the pipe after land is levelled.

2. No valves, fittings, meters and other equipment shall be installed on or in connection with the said pipe line without the written consent of the Grantor; and no installations whatsoever shall be made above ground, except that cathodic control may be installed at outside line fence lines.

3. Grantee agrees to bury said pipe line ~~five (5) feet~~ 30 inches below the surface of the land at the point of entry and the point of exit, and whenever the said pipe line shall run under or below any large drainage ditch or irrigation canal, whether natural or artificial, said pipe line shall be buried at least five (5) feet below the bottom of said drainage ditch.

4. Grantee agrees and binds itself not to lay the said pipe line closer than 200 feet to any dwelling; and immediately after the laying of said line to level said land to the same topographical condition as existed at the time of the granting of this servitude.

5. After the installation of said pipe line and in case of the abandonment and/or the expiration of this grant of servitude for any cause or reason, Grantee agrees that all ditches and debris caused by the construction or removal operation must be filled, cleared and the land restored as near as possible to its original condition.

6. That this grant is limited to one pipe line as herein described, and for the use herein provided; and there shall be no other use such as pole lines or cables.

7. That Grantee, before severing or cutting Grantor's fence or fences at each point where the same is to be severed or cut, will first staunchly cross-brace the two panels, the one immediately on either side to the point of severance, so as to prevent unnecessary sag to the remaining portion of Grantor's fence or fences, providing that at point of ingress and egress sufficient closure will be maintained to prevent the escape of livestock.

8. This grant is made subject to any and all previous rights-of-way and/or servitudes, oil, gas, mineral lease or leases and mortgage or mortgages, and rights of Grantor's tenants, if any, presently affecting said above described property, and Grantee agrees that the exercise by it of this servitude will not interfere with any exploration, mining or development of oil, gas or other mineral on said property.

9. The construction or installation of said pipe line shall be completed not later than one year from date hereof or this grant shall become void and in the event of the non-use of this pipe line after construction by Grantee, its successors or assigns, for a period of twenty-four (24) months, this servitude shall be considered as being abandoned, and Grantee shall have ninety (90) days in which to remove from the land all pipe and other equipment placed thereon.

10. It is well understood and agreed by and between the parties hereto that Grantee is fully liable for all legally assessable injury to persons or property, including public liability, resulting from the construction, maintenance and operation of the pipe line over and across the hereinabove described land, which liability is in addition to that already assumed hereinabove. Public liability as defined herein applies but not with limitations to any/all public and private claims. To be included herein are any claims whatsoever as a result of death/deaths and/or personal injury to any person/persons attributed directly or indirectly by operations of Grantee or his assigns or his/their contractors on the property described herein under the rights of this grant of servitude.

11. This is the grant of a servitude and not the grant of the fee title to any land. Consequently, no oil, gas or other minerals and no oil, gas or mineral rights are involved in this transaction, and Grantee well understands that it has no right to explore or develop the mineral possibilities on the landoccupied by its pipe line or the right to grant privilege to others.

12. Grantee agrees to replace all canals, drain ditches, and flood levees as they were, should they for any reason be destroyed.

13. Grantee agrees that in the event the construction of a pipeline occurs during the flooding of the rice fields, Grantee agrees to provide for the fluming of the water across the pipe line ditch and/or right-of-way so that the water in the rice fields will remain level, and levees necessary to keep the water from running off the land will be built along the right-of-way.

It is understood that the person securing this grant is without authority from Grantee to make any agreements with respect to the subject matter hereof which are not expressed herein, and this instrument contains the entire contract between the parties.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and assigns.

IN TESTIMONY WHEREOF Grantor has executed this grant of servitude in Jefferson Davis Parish, Louisiana, in the presence of the undersigned competent witnesses, on this 14 day of July, A.D. 1966.

WITNESSES:

Mark A. Boudreaux, individually and as agent for Beulah Blanche Bourdier, Castex M. Boudreaux and Yvette Marie Boudreaux Miller

Reuben Raymond Bruce

Worrell B. Johnson

Mrs. Grace Johnson Miller

Albert Sidney Johnson, Jr.

Mrs. Ora Johnson Miguez

WITNESSES:

O.W. Johnson, Jr.

Richard W. Johnson

_____ has executed

this act at _____, State of _____,

in the presence of the undersigned competent witnesses, on this _____ day of _____,

A.D., 1966.

WITNESSES:

_____ _____

_____

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

On this 14 day of July, 1966, before me, the undersigned authority, personally came and appeared:

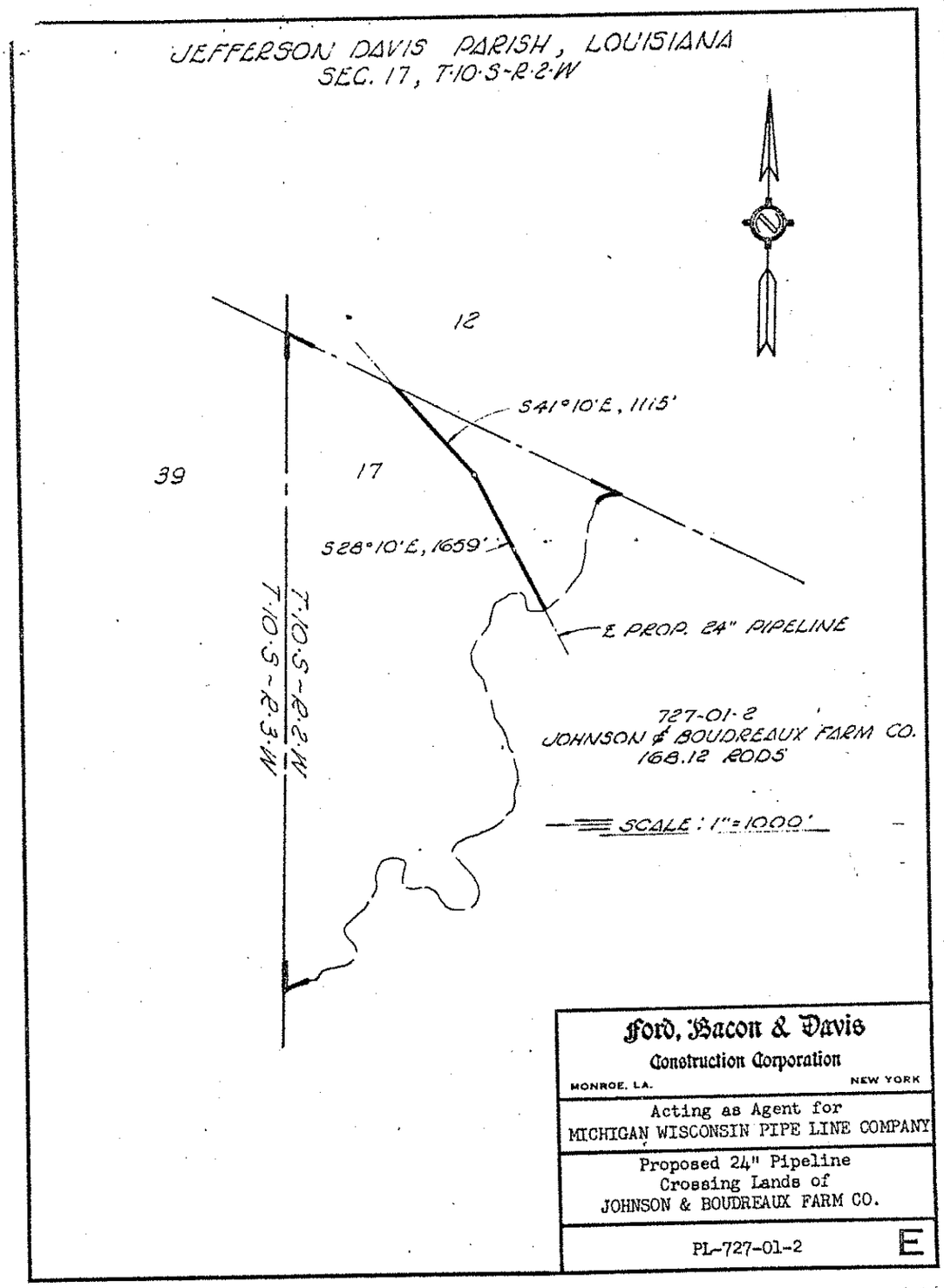
MARK A BOUDREAUX, REUBEN RAYMOND BRUCE, WORRELL B. JOHNSON, MRS. GRACE JOHNSON MILLER, ALBERT SIDNEY JOHNSON, JR. and MRS. ORA JOHNSON MIGUEZ; O.W. JOHNSON, JR. and RICHARD W. JOHNSON,

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed for the purposes and considerations therein shown and in the capacity therein shown.

IN TESTIMONY WHEREOF, I have hereunto affixed my official signature and seal at Jennings, Louisiana, on the day and date first above written.

Herschel N. Knight, Notary Public in and for Jefferson Davis Parish, Louisiana

DOCUMENTARY 55 CENTS 55



FILED: AUGUST 16, 1966. A. D. AT: 7:36 A. M.
RECORDED: AUGUST 16, 1966. A. D. FILE # 310596. CLERK & EX OFFICIO RECORDER.
$#$#$#

303/191

83963

ASSIGNMENT OF OIL, GAS AND MINERAL LEASE

STATE OF LOUISIANA)
) KNOW ALL MEN BY THESE PRESENTS:
PARISH OF JEFFERSON DAVIS)

That, RUFFIN T. LOWRY, a resident of Lafayette Parish, Louisiana, hereinafter called "Assignor", for and in consideration of the sum of One Thousand Dollars ($1,000.00) cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby bargain, sell, assign, transfer and convey unto GENERAL CRUDE OIL COMPANY, a Delaware corporation having a permit to do business in the State of Louisiana and whose address is P. O. Box 2252, Houston, Texas, the following oil, gas and mineral lease affecting lands situated in the Parish of Jefferson Davis, State of Louisiana, and described as follows, to-wit:

RECEIVED AND FILED
DEC 7 11 33 AM
CLERK OF COURT
JEFFERSON DAVIS PARISH, LA.

Oil, Gas and Mineral Lease dated April 19, 1966, recorded in the office of the Clerk of Court in and for Jefferson Davis Parish, Louisiana in Conveyance Book 295 at Page 523, et seq., bearing File No. 308008, granted and executed by Mark A. Boudreaux, Beulah Blanche Bourdier, Castex M. Boudreaux, Reuben Raymond Bruce, Worrell B. Johnson, Mrs. Grace Johnson Miller, Albert Sidney Johnson, Jr., Mrs. Ora Johnson Miguez, O. W. Johnson, Jr., Richard W. Johnson, and Yvette Marie Boudreaux Miller, as LESSORS, to and in favor of Ruffin T. Lowry, as LESSEE, and covering and affecting 760.92 acres of land, more or less, situated in Sections 13 and 39, Township 10 South, Range 3 West, and Sections 17 and 18, Township 10 South, Range 2 West, Jefferson Davis Parish, Louisiana.

83963

Reference being made to the record of said lease for the terms and conditions thereof and the properties affected thereby to the same extent as though copied in full herein.

This assignment is made without warranty of title but is made with full subrogation and substitution of all rights and actions in warranty which Assignor has against any former owner.

IN WITNESS WHEREOF, this instrument is signed on the 12th day of November, 1966, in the presence of the undersigned competent witnesses.

WITNESSES:

Lydia B. Ramis

Mary M. Dugas

Ruffin T. Lowry
RUFFIN T. LOWRY

STATE OF LOUISIANA

PARISH OF LAFAYETTE

On this 12th day of November, 1966, before me personally appeared RUFFIN T. LOWRY, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Joseph A. Arceneaux
Notary Public

J. W. Peters

FILED: DECEMBER 7, 1966 A. D. At 9:26
RECORDED: DECEMBER 7, 1966 A. D. FILE #313043 CLERK & EXOFFICIO RECORDER

12.00

303

RECEIVED AND FILED
1966 DEC 15 AM 10:51
CLERK OF COURT
JEFFERSON DAVIS PARISH, LA.

#132285

COMPROMISE AGREEMENT

STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

THIS AGREEMENT, made and entered into by and among CASTEX M. BOUDREAUX, husband of Lydia McBridge, YVETTE MARIE BOUDREAUX, wife of Walter M. Miller, BEULAH BLANCHE BOURDIER, wife of Floyd J. Bourdier, all residents of Calcasieu Parish, Louisiana, MARK A. BOUDREAUX, husband of Bernice Foreman, RICHARD W. JOHNSON, husband of Nancy Watkins, O. W. JOHNSON, JR., husband of Carolyn Leonard, REUBEN RAYMOND BRUCE, husband of Mary Simoneaux, WORRELL B. JOHNSON, husband of Dora Cary, ALBERT SIDNEY JOHNSON, JR., husband of Marvelle Andrus, ORA JOHNSON MIGUEZ, wife of Adam Miguez, and GRACE JOHNSON MILLER, divorced from Ralph M. Miller, all residents of Jefferson Davis Parish, Louisiana, hereinafter referred to as "Lessors", and DELTA DRILLING COMPANY, a Texas corporation, authorized to do and doing business in Louisiana, herein represented by CHRIS ZERVA , its duly authorized , PATRICK B. GIBBONS, III, and WARREN B. PINNEY, JR., both residents of Dallas County, Texas, hereinafter referred to as "Lessees", effective from and after July 1, 1966;

#132285

W I T N E S S E T H, That:

I.

Reference is made for all purposes to oil, gas and mineral lease granted by Rosa Castex Boudreaux, et al., to James C. Ruffin, dated March 5, 1956, recorded in Book 222, page 418, under Original Act No. 245110 of the records of Jefferson Davis Parish, Louisiana, covering and affecting 160 acres of land located in Section 39, Township 10 South, Range 3 West, and Section 17, Township 10 South, Range 2 West, Jefferson Davis Parish, Louisiana, which lands are more particularly described in said lease.

II.

Lessors have demanded that Lessees undertake the drilling of additional wells on the lands covered by the mineral lease described in Paragraph I hereof, contending that the Lessees are in default thereunder for having failed to properly and adequately develop the leased premises for its mineral

potential. Lessees deny all and singular such contentions of Lessors, contending that they have fully and completely developed the leased premises as would a reasonably prudent operator have done in the same circumstances, that they have fully and completely met, fulfilled and discharged all of their obligations under said mineral lease, and that said mineral lease is in full force and effect as to all of the lands covered thereby, and denying that any such release is due to Lessors, and denying that Lessees are in default thereunder in any manner.

III.

Lessors and Lessees have decided to compromise their differences, and accordingly, have agreed and do hereby agree as follows:

(a) Lessees have paid to Lessors the sum of Three Thousand Five Hundred and No/100 Dollars ($3,500.00), the receipt and adequacy of which are hereby acknowledged, as follows:

Reuben Raymond Bruce	$ 875.00
Mark A. Boudreaux	437.50
Yvette Marie Boudreaux Miller	437.50
Castex M. Boudreaux	437.50
Beulah Blanche Bourdier	437.50
Worrell B. Johnson	175.00
Albert Sidney Johnson, Jr.	175.00
Grace Johnson Miller	175.00
Ora Johnson Miguez	175.00
O. W. Johnson, Jr.	87.50
Richard W. Johnson	87.50
	$ 3,500.00

(b) Lessees hereby release, relinquish and surrender unto Lessors all of the rights, title and interest of Lessees in and to the oil, gas and mineral lease described in Paragraph I hereof, insofar, and only insofar, as said mineral lease relates to and affects all lands covered by and described in said lease and located outside of the geographic limits of the HET Sand Unit A, established by Department of Conservation Order No. 101-E, dated December 1, 1962, the 10,600 Foot Sand Unit A, established by Department of Conservation Order No. 101-D, dated November 1, 1962, and the 10,200 Foot Sand Unit B, established by Department of Conservation Order No. 101-C, dated March 7, 1962, effective April 1, 1962. The lands hereby released are shown colored in red on that certain plat of survey

prepared by John E. Chance & Associates, dated October 18, 1966, a copy of which is attached hereto and made a part hereof, which lands hereby released are estimated to comprise a total of 52.78 acres.

(c) Except as to the lands as to which said mineral lease is released under subparagraph (b) above, and particularly, as to all lands described in said lease and situated within the geographic limits of HET Sand Unit A, established by Department of Conservation Order No. 101-E, dated December 1, 1962, the 10,600 Foot Sand Unit A, established by Department of Conservation Order No. 101-D, dated November 1, 1962, and the 10,200 Foot Sand Unit B, established by Department of Conservation Order No. 101-C, dated March 7, 1962, effective April 1, 1962, Lessees retain and reserve for themselves all rights in said mineral lease as to all lands covered thereby and not hereinabove specifically released.

(d) Lessors hereby withdraw the demands for release of the above described oil, gas and mineral lease made on their behalf by Herschel N. Knight, of the law firm of Knight & Knight, attorneys at law, Jennings, Louisiana, and any and all other demands of any kind under said mineral lease, to the same extent and as fully as though said demands had never been made, and do hereby fully ratify and confirm the mineral lease described in Paragraph I hereof, and acknowledge it to be in full force and effect as to the interest therein of Lessees, and acknowledge and agree that Lessees are not in default thereunder in any manner for any cause. Lessors agree and covenant that until July 1, 1967, the lands covered by the above referred to oil, gas and mineral lease are and shall be deemed to be fully and completely developed for their mineral potential, and Lessors do hereby expressly relieve and release Lessees from any obligations to conduct any further or additional drilling operations on the lands covered by said mineral lease until July 1, 1967.

(e) Beginning July 1, 1967, and for four (4) consecutive twelve (12) months' periods thereafter, or until July 1, 1971, Lessee may, at its option, and in lieu of conducting any further or additional drilling or reworking operations on the lands covered by the above described mineral lease or on lands pooled therewith, pay to Lessors or deposit to Lessors' credit in the appropriate depository bank hereinafter set forth, the sum of Two Thousand and No/100 Dollars ($2,000.00) per annum during said five (5) year period. For any twelve (12) months'

period for which such annual payment is made by Lessees, the lands covered by the above described mineral lease shall be deemed by the parties to be fully and completely developed for its mineral potential, and during said twelve (12) months' period Lessees shall be relieved and released of any and all obligations under said mineral lease to conduct any further or additional drilling or reworking operations on the leased premises or on lands pooled therewith, save such as are required to protect the leased premises from damage. The first such annual rental payment which Lessees may make shall be due on or before July 1, 1967, and each annual payment thereafter shall be due on or before the first day of July during the remainder of the four (4) year period.

(f) Lessee may make the Two Thousand and No/100 Dollars ($2,000.00) annual payment provided for in subparagraph (e) hereof to Lessors, or said payments may be mailed or delivered for deposit to Lessors' credit in the amounts and in the depository banks named below:

Name	Depository	Amount
Reuben Raymond Bruce	Calcasieu Marine National Bank of Lake Charles, Jennings Branch, Jennings, Louisiana	$ 500.00
Mark A. Boudreaux	Calcasieu Marine National Bank of Lake Charles, Jennings Branch, Lake Charles, Louisiana	250.00
Yvette Marie Boudreaux Miller	Calcasieu Marine National Bank of Lake Charles, Jennings Branch, Jennings, Louisiana	250.00
Castex M. Boudreaux	Calcasieu Marine National Bank of Lake Charles, Lake Charles, Louisiana	250.00
Beulah Blanche Bourdier	Calcasieu Marine National Bank of Lake Charles, Lake Charles, Louisiana	250.00
Worrell B. Johnson	Calcasieu Marine National Bank of Lake Charles, Jennings Branch, Jennings, Louisiana	100.00
Albert Sidney Johnson, Jr.	Calcasieu Marine National Bank of Lake Charles, Jennings Branch, Jennings, Louisiana	100.00

Grace Johnson Miller	Jeff Davis Bank & Trust Company, Jennings, Louisiana	100.00
Ora Johnson Miguez	Jeff Davis Bank & Trust Company, Jennings, Louisiana	100.00
O. W. Johnson, Jr.	Calcasieu Marine National Bank of Lake Charles, Welsh Branch, Welsh, Louisiana	50.00
Richard W. Johnson	Calcasieu Marine National Bank of Lake Charles, Welsh Branch, Welsh, Louisiana	50.00

Payments may be made to the Lessors, or may be mailed or delivered for deposit to Lessors' credit in the above banks, which banks or their successors shall continue to be the depository for such parties as representatives of Lessors and Lessors' successors and assigns; and the death or incapacity of any Lessor shall not terminate or affect Lessees' right to continue to deposit all payments in said depository banks or their successors. The mailing of the check or draft of Lessees or Lessees' successors to Lessors, to the depository banks set forth above, or to Lessors on or before the date when such payment is due shall be considered as payment and shall operate to relieve and release Lessees from any and all obligations to conduct any drilling operations on the leased premises for the twelve (12) months' period for which said payment is made. Should said banks fail or liquidate, or if they should for any reason fail or refuse to accept Lessees' checks or drafts, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessees shall not be held in default for failure to make said payment until thirty (30) days after Lessors shall have furnished Lessees with a recordable instrument naming a new depository bank; and this provision shall apply to all such new and subsequently named depository banks.

(g) Failure of Lessees to pay any of the annual payments provided for in subparagraph (e) hereof shall not be construed or interpreted adversely to the rights and/or obligations of any party hereto under the mineral lease described in Paragraph I hereof. There is expressly reserved to the parties hereto at any time after July 1, 1967 and during any twelve (12) months' period for which Lessees fail to make the

Exhibit D
Castex Development - Title and Lease History - 000415

payment provided for in subparagraph (e) hereof, all rights to assert and make such claims, demands, pretensions and defenses relative to the matter of development of the leased premises as may be justified by the circumstances and the law.

(h) All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessors and Lessees; but regardless of any actual or constructive notice on the part of Lessees, no change in the ownership of the land covered by the mineral lease described in Paragraph I, or any interest therein or changing the capacity or status of Lessors, whether resulting from sale, inheritance, interdiction, emancipation, attainment of majority, or otherwise, shall impose any additional upon Lessees, nor shall any change in ownership or in the status or capacity of Lessors impair the effectiveness of payments made to Lessors herein named unless Lessees shall have been furnished, forty-five (45) days before payment is due, a certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessors. The furnishing of such evidence shall not affect the validity of any payment theretofore made in advance. Any record owner of a divided or undivided interest in the lease described in Paragraph I hereof may pay the entire annual payment provided for in subparagraph (e) hereof, and such payment shall be for the benefit of those holding leasehold rights in said mineral lease. If at any time two or more persons are entitled to participate in the payment provided for in subparagraph (e) hereunder, Lessees may pay or tender said payment jointly to such persons or to their joint credit in the depository bank named herein; or, at Lessees' election, the proportionate part of said payment to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository and payment or tender to any participant of his portion of said annual payment hereunder shall serve for the purposes herein provided.

IV.

This agreement may be executed in counterparts with the same effect as though all of the parties had executed one document.

V.

This agreement, regardless of the date or dates of

Exhibit D
Castex Development - Title and Lease History - 000416

the signing thereof, shall be effective as of July 1, 1966.

IN WITNESS WHEREOF, this instrument is executed as of the first day of July, 1966, in the presence of the undersigned competent witnesses.

WITNESSES:

Donna W. Bonn
Betty Zachary

Donna W. Bonn
Betty Zachary

Donna W. Bonn
Betty Zachary

Donna W. Bonn
Betty Zachary

Donna W. Bonn
Betty Zachary

Donna W. Bonn
Betty Zachary

Donna W. Bonn
Betty Zachary

Donna W. Bonn
Betty Zachary

Donna W. Bonn
Betty Zachary

Donna W. Bonn
Betty Zachary

LESSORS:

Castex M. Boudreaux
Castex M. Boudreaux

Yvette Marie Boudreaux
Yvette Marie Boudreaux

Beulah Blanche Bourdier
Beulah Blanche Bourdier

Mark A. Boudreaux
Mark A. Boudreaux

Richard W. Johnson
Richard W. Johnson

O. W. Johnson, Jr.
O. W. Johnson, Jr.

Reuben Raymond Bruce
Reuben Raymond Bruce

Worrell B. Johnson
Worrell B. Johnson

Albert Sidney Johnson, Jr.
Albert Sidney Johnson, Jr.

Ora Johnson Miguez
Ora Johnson Miguez

Grace Johnson Miller
Grace Johnson Miller

LESSEES:

DELTA DRILLING COMPANY

By _____

ATTEST: _____
N. L. Webster
Assistant Secretary

_____
Patrick B. Gibbons, III

_____
Warren B. Pinney, Jr.

STATE OF LOUISIANA
PARISH OF Jefferson Davis

On this 15 day of December, 1966, before me personally appeared CASTEX M. BOUDREAUX, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Herschel Norris Knight
Attorney-Notary Public
Commission for Life

_____
NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF Jefferson Davis

On this 15 day of December, 1966, before me personally appeared YVETTE MARIE BOUDREAUX, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Herschel Norris Knight
Attorney-Notary Public
Commission for Life

_____
NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF Jefferson Davis

On this 15 day of December, 1966, before me personally appeared BEULAH BLANCHE BOURDIER, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Herschel Norris Knight
Attorney-Notary Public
Commission for Life

_____
NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF Jefferson Davis

On this 15 day of December, 1966, before me personally appeared WORRELL B. JOHNSON, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

NOTARY PUBLIC

Herschel Norris Knight
Attorney-Notary Public
Commission for Life

STATE OF LOUISIANA
PARISH OF Jefferson Davis

On this 15 day of December, 1966, before me personally appeared ALBERT SIDNEY JOHNSON, JR., to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

NOTARY PUBLIC

Herschel Norris Knight
Attorney-Notary Public
[illegible]

STATE OF LOUISIANA
PARISH OF Jefferson Davis

On this 15 day of December, 1966, before me personally appeared ORA JOHNSON MIGUEZ, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

NOTARY PUBLIC

Herschel Norris Knight
Attorney-Notary Public
Commission for Life

STATE OF LOUISIANA
PARISH OF Jefferson

On this 15 day of December, 1966, before me personally appeared GRACE JOHNSON MILLER, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

NOTARY PUBLIC

Herschel Norris Knight
Attorney-Notary Public
Commission for Life

THE STATE OF TEXAS
COUNTY OF SMITH

On this 5th day of December, 1966, before me appeared CHRIS ZEPPA, who, being by me duly sworn, did say that he is the VICE-PRESIDENT of DELTA DRILLING COMPANY, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors and said CHRIS ZEPPA acknowledged said instrument to be the free act and deed of said corporation.

Hazel Carrell
NOTARY PUBLIC
HAZEL CARRELL
Notary Public, Smith County, Texas

THE STATE OF TEXAS
COUNTY OF DALLAS

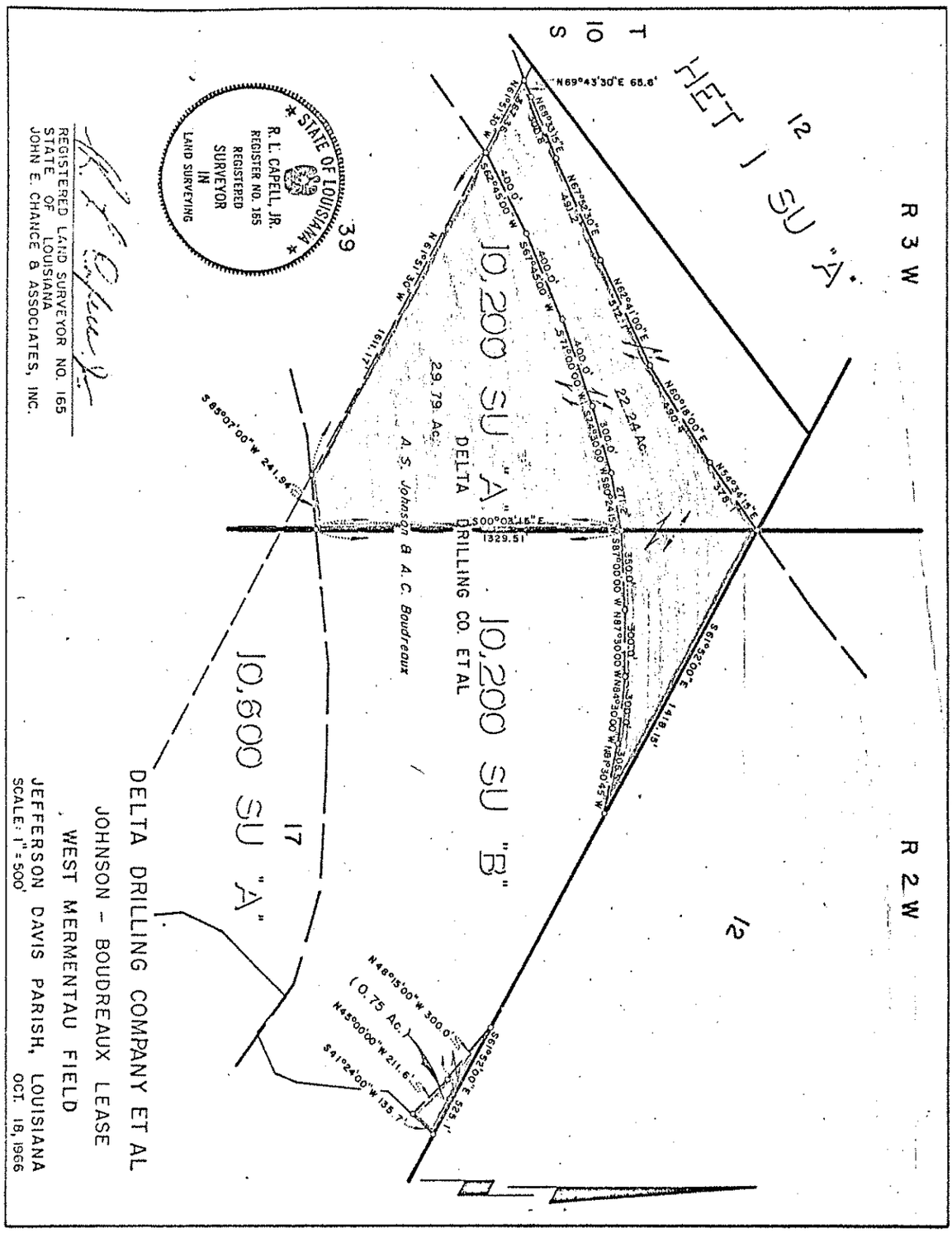
On this 2nd day of December, 1966, before me personally appeared PATRICK B. GIBBONS, III, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Dorothy H. Mattila
NOTARY PUBLIC

THE STATE OF TEXAS
COUNTY OF DALLAS

On this 2nd day of December, 1966, before me personally appeared WARREN B. PINNEY, JR., to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Dorothy H. Mattila
NOTARY PUBLIC



FILED: DECEMBER 15, 1966 A. D. AT 10:51 A. M.
RECORDED: DECEMBER 15, 1966 A. D. FILE #313285 CLERK & EXOFFICIO RECORDER

2031 456 [illegible]

BATH & GRAIN

FORM 42 CPM—NEW SOUTH LOUISIANA REVISED FOUR (4)—POOLING REVISED "B"

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of July 1, 19 66,
by and between CASTEX M. BOUDREAUX, husband of Lydia McBridge, YVETTE MARIE BOUDREAUX, wife of Walter M. Miller, BEULAH BLANCHE BOURDIER, wife of Floyd J. Bourdier, all residents of Calcasieu Parish, Louisiana, MARK A. BOUDREAUX, husband of Bernice Foreman, RICHARD W. JOHNSON, husband of Nancy Watkins, O. W. JOHNSON JR., husband of Carolyn Leonard, REUBEN RAYMOND BRUCE, husband of Mary Simoneaux, WORRELL B. JOHNSON, husband of Dora Cary, ALBERT SIDNEY JOHNSON, JR., husband of Marvelle Andrus, ORA JOHNSON MIGUEZ, wife of Adam Miguez, and GRACE JOHNSON MILLER, divorced from Ralph M. Miller, all residents of Jefferson Davis Parish, Louisiana,

herein called "Lessor" (whether one or more) and DELTA DRILLING COMPANY, a Texas corporation whose address is P. O. Box 2012, Tyler, Smith County, Texas,

hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of One Hundred and No/100----DOLLARS--------($100.00 /) and other valuable consideration hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder ---------- and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

A tract of land located in Section 39, Township 10 South, Range 3 West, and Section 17, Township 10 South, Range 2 West, containing 52.78 acres, more or less, and being the identical portion of the 160 acre tract of land originally covered and affected by that certain mineral lease dated July 1, 1958, granted by Rosa Castex Boudreaux, et al., Lessor, to James C. Ruffin, Lessee, and recorded in the Jefferson Davis Parish Conveyance Records in Book 222, page 318, under Original Act No. 245110, which was released by that certain instrument executed by Delta Drilling Company, et al., effective July 1, 1966, and recorded in the Jefferson Davis Parish, conveyance records in Book 303, page _____, under Entry No. 313285, said 52.78 acre tract of land being shown more particularly outlined in red on that certain plat of survey by John E. Chance & Associates, C. E., dated October 18, 1966, which plat of survey is attached hereto and made a part hereof for all purposes.

It is distinctly understood herein by and between Lessor and Lessee that at the conclusion of this oil, gas and mineral lease that the lands leased hereinabove shall be restored to the original condition as when received as reasonably possible. That, any roads, pathways, bridges, culverts, etc. currently in existence on the farm which may be used by the Lessee herein, must be maintained by it in suitable condition to travel at all times throughout the term of this lease or any extension thereof in accordance with its terms and conditions or during such time as actual use is made of said passageways, etc., whichever is sooner.

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 52.78 acres, whether it actually comprises more or less.

This lease shall be for a term of five (5) years and no months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on July 1, 19 67, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of Twenty-five & No/100 Dollars ($25.00) per acre ---------- which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods Twenty-five and No/100--------Dollars ($25.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the depository banks named in attached ~~[illegible]~~ rental division order, which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause, this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than 3 consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-sixth (1/6) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-sixth (1/6) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-sixth (1/6) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-sixth (1/6) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located on the land.

8. The Lessee shall be responsible for all damages of Lessor caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance, or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall not affect the rights of others.

10. Lessor hereby warrants ---------- title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

14. Lessee may pay to Lessor or deposit to Lessor's credit in the respective depository banks shown opposite their names below, the delay rentals as provided for in Paragraph 1 hereof, in the following sums, to-wit:

Name	Depository Bank	Interest	Amount
Reuben Raymond Bruce 439 East Academy Jennings, Louisiana	Calcasieu Marine National Bank of Lake Charles, Jennings Branch, Jennings, Louisiana	1/4	$ 329.88
Mark A. Boudreaux P. O. Box 207 Mermentau, Louisiana	Calcasieu Marine National Bank of Lake Charles, Jennings Branch, Jennings, Louisiana	1/8	164.93
Yvette Marie Boudreaux Miller 4023 Cappy Drive Lake Charles, Louisiana	Calcasieu Marine National Bank of Lake Charles, Jennings Branch, Jennings, Louisiana	1/8	164.93
Castex M. Boudreaux 1313 Tenth Street Lake Charles, Louisiana	Calcasieu Marine National Bank of Lake Charles, Lake Charles, Louisiana	1/8	164.93
Beulah Blanche Bourdier 816 North Lyons Street Lake Charles, Louisiana	Calcasieu Marine National Bank of Lake Charles, Lake Charles, Louisiana	1/8	164.93
Worrell B. Johnson P. O. Box 111 Mermentau, Louisiana	Calcasieu Marine National Bank of Lake Charles, Lake Charles, Louisiana	1/20	65.98
Albert Sidney Johnson, Jr. 606 Morton Street Jennings, Louisiana	Calcasieu Marine National Bank of Lake Charles, Lake Charles, Louisiana	1/20	65.98
Grace Johnson Miller P. O. Box 434 Jennings, Louisiana	Jeff Davis Bank & Trust Company, Jennings, Louisiana	1/20	65.98
Ora Johnson Miguez Box 782 Jennings, Louisiana	Jeff Davis Bank & Trust Company, Jennings, Louisiana	1/20	65.98
O. W. Johnson, Jr. P. O. Box 162 Welsh, Louisiana	Calcasieu Marine National Bank of Lake Charles, Welsh Branch, Welsh, Louisiana	1/40	32.99
Richard W. Johnson P. O. Box 162 Welsh, Louisiana	Calcasieu Marine National Bank of Lake Charles, Welsh Branch, Welsh, Louisiana	1/40	32.99

Lessor agrees that delay rental payments made in the manner above set forth shall maintain Lessee's rights in effect as to the leased premises without drilling operations in the manner and for the period of time herein provided in Paragraph 1, and Lessee may continue to maintain the rights herein granted without drilling operations for successive twelve (12) months' periods during the primary term, as herein elsewhere provided for, by paying Lessor, on or before the beginning of such respective periods, like payments or tenders. Payments may be made to Lessor or may be mailed or delivered for deposit to

Lessor's credit in the said bank[illegible] successors shall continue to be the depository for such rentals as a representative of Lessor and Lessor's successors and assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository banks or their successors. The mailing of the check or draft of Lessee, or Lessee's successors, to Lessor or to the said banks on or before the rental payment date shall be considered as payment of rental and operate to maintain Lessee's rights hereunder in force and effect. Should said banks fail or liquidate, or if they should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner hereinabove provided shall not be thereby rendered ineffective and Lessee shall not be held in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Donna W. Bonin
Betty Zachary

Castex M. Boudreaux

Donna W. Bonin
Betty Zachary

Yvette Marie Boudreaux

Donna W. Bonin
Betty Zachary

Beulah Blanche Bourdier

Donna W. Bonin
Betty Zachary

Mark A. Boudreaux

Donna W. Bonin
Betty Zachary

Richard W. Johnson

Donna W. Bonin
Betty Zachary

O. W. Johnson, Jr.

Donna W. Bonin
Betty Zachary

Reuben Raymond Bruce

Donna W. Bonin
Betty Zachary

Worrell B. Johnson

Donna W. Bonin
Betty Zachary

Albert Sidney Johnson, Jr.

Donna W. Bonin
Betty Zachary

Ora Johnson Miguez

Donna W. Bonin
Betty Zachary

Grace Johnson Miller

STATE OF_____
PARISH (OR COUNTY) OF_____

On this_____day of_____, 19____, before me personally appeared

_____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that_____executed the same as_____free act and deed.

_____
Notary Public.

STATE OF_____
PARISH (OR COUNTY) OF_____

On this_____day of_____, 19____, before me personally appeared

_____,

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that_____executed the same as_____free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF Jefferson Davis

BEFORE ME, the undersigned Notary Public, on this day personally appeared Donna W. Bonin, who, being by me duly sworn, stated under oath that she was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Castex Boudreaux, Yvette Marie Boudreaux, Beulah Blanche Boudier, Mark A. Boudreaux, Richard W. Johnson, O. W. Johnson, Jr., Reuben Raymond Bruce, Worrell B. Johnson, A. S. Johnson, Jr., Ora Johnson Miguez and Grace Johnson Miller (Lessor, as above mentioned) in her presence and in the presence of the other subscribing witness(es).

Donna W Bonin

SWORN TO AND SUBSCRIBED before me at Jennings, La. on this 15th day of December, 19 66

Notary Public in and for Jefferson Davis Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF_____

BEFORE ME, the undersigned Notary Public, on this day personally appeared_____, who, being by me duly sworn, stated under oath that_____was one of the subscribing witnesses to the foregoing instrument and that the same was signed by_____

(Lessor, as above mentioned) in_____presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me_____, 19____

Notary Public in and for_____Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF_____
PARISH (OR COUNTY) OF_____

ON THIS_____day of_____, 19____, before me appeared_____

to me personally known, who, being by me duly sworn, did say that he is the_____

of the_____and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said_____acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public

No._____

Oil, Gas and Mineral Lease (LOUISIANA)

FROM

TO

Dated_____, 19____

No. of Acres_____ Parish, Louisiana

Term_____

This instrument was filed for record on the_____, 19____, at_____ o'clock_____M., and duly recorded in_____, Page_____, of the records of this office.

_____, Deputy

THE H. L. BATH COMPANY BATH GRAM

FORM 42 CPM—NEW SOUTH LOUISIANA REVISED FOUR (4)—POOLING REVISED "G"

FILED: DECEMBER 15, 1966 A. D. AT 10:52 A. M.
RECORDED: DECEMBER 15, 1966 A. D. FILE #313286 CLERK & EX-OFFICIO RECORDER

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315/60

320110

RECEIVED AND FILED
1967 OCT -2 AM 10:52
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA X

PARISH OF JEFFERSON DAVIS X

DECLARATION

TIDEWATER OIL COMPANY, a Delaware corporation, represented herein by Jack D. Jones, Vice President, and GETTY OIL COMPANY, also a Delaware corporation, represented herein by Charles F. Krug, Vice President, by this instrument declare and acknowledge that as of the effective date hereof and contemporaneously therewith, TIDEWATER OIL COMPANY is being merged with GETTY OIL COMPANY, with GETTY OIL COMPANY being the surviving corporation, all pursuant to the laws of the State of Delaware providing for such mergers; and that as a result of the merger of said corporation, and by operation of law, all properties owned in the name of TIDEWATER OIL COMPANY at the time of said merger thereby become vested in, owned by and held in the name of GETTY OIL COMPANY.

320110

It is further hereby declared that as a result of said merger, GETTY OIL COMPANY, as the surviving corporation, by virtue of said merger becomes the owner of and holds title in its name to all property and rights of TIDEWATER OIL COMPANY, including the oil, gas and mineral leases and other properties described on the list of property which is attached hereto as "Exhibit A".

It is further declared that GETTY OIL COMPANY, as the owner of all properties of TIDEWATER OIL COMPANY by virtue of the said merger, and in order that the public records may properly reflect this ownership, is hereby authorized at any time to amend this instrument so as to correct any omissions

from or errors in "Exhibit A" by including or properly describing any property of TIDEWATER OIL COMPANY owned by it at the time of said merger and to record such amendment in the public records. Any such amendment shall have the same effect as though the property described therein had been described in "Exhibit A" attached hereto.

IN WITNESS WHEREOF, this instrument has been executed on this the 25th day of September, 1967, each of said parties signing in the presence of the witnesses whose names appear opposite their respective signatures, said instrument to be effective as of the effective date of the aforesaid merger, same being Midnight, eastern daylight saving time, on September 30, 1967.

WITNESSES:

TIDEWATER OIL COMPANY

By _____
Vice President (SEAL)

GETTY OIL COMPANY

By _____
Vice President (SEAL)

STATE OF NEW YORK)

COUNTY OF NEW YORK)

On this 25th day of September, 1967, before me appeared Jack D. Jones, to me personally known, who, being by me duly sworn, did say that he is a Vice President of TIDEWATER OIL COMPANY and that the said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Jack D. Jones acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal of office on this the date in this certificate above written.

Notary Public

PHILIP F. MUNDA
NOTARY PUBLIC, State of New York
No. 30-8058675
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1968

STATE OF DELAWARE)

COUNTY OF NEW CASTLE)

On this 26th day of September, 1967, before me appeared Charles F. Krug, to me personally known, who, being by me duly sworn, did say that he is a Vice President of GETTY OIL COMPANY and that the said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Vice President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal of office on this the date in this certificate above written.

Notary Public ALMA I. BRASURE

Notary Public
My Commission Expires February 20, 1969
Wilmington, Del. New Castle County

STATE OF NEW YORK)

COUNTY OF NEW YORK)

On this 25th day of September, 1967, before me appeared Jack D. Jones, to me personally known, who, being by me duly sworn, did say that he is a Vice President of TIDEWATER OIL COMPANY and that the said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Jack D. Jones acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal of office on this the date in this certificate above written.

_____
Notary Public

STATE OF DELAWARE)

COUNTY OF NEW CASTLE)

On this 26th day of September, 1967, before me appeared Charles F. Krug, to me personally known, who, being by me duly sworn, did say that he is a Vice President of GETTY OIL COMPANY and that the said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Vice President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal of office on this the date in this certificate above written.

_____
Notary Public

EXHIBIT A, PAGE 1

LEASES IN JEFFERSON DAVIS PARISH, LOUISIANA

TITLE NO. 0424923 DATED 07-01-66 LESSOR LEMAN TRAHAN, ET AL LESSEE SUN OIL COMPANY
ENTRY 310053 BOOK 299 PAGE 122 CON REC

TITLE NO. 300337 DATED 01-01-65 LESSOR R. B. JOHNSON, JR. LESSEE TIDEWATER OIL COMPANY
ENTRY 296828 BOOK 280 PAGE 495 CON REC

TITLE NO. 300349 DATED 02-02-65 LESSOR BEULAH V. HENDERSON, ET AL LESSEE TIDEWATER OIL COMPANY
ENTRY 298063 BOOK 281 PAGE 473 CON REC.

EXHIBIT A, PAGE 2

LEASES IN JEFFERSON DAVISPARISH, LOUISIANA

TITLE NO. 3002791 DATED 12-13-66 LESSOR BLAIR BUCHANAN, ET AL LESSEE TIDEWATER OIL COMPANY

ENTRY BOOK 304 PAGE 347 REC

Exhibit D
Castex Development - Title and Lease History - 000432

TITLE NO.	DATED	LESSOR	LESSEE	RECORDING ENTRY	BOOK	PAGE	TYPE RECORDS
JEFFERSON DAVIS PARISH							
28363	1-7-53	Marie Mazie Marceaux, et al	Chas. H. Lawrence, Jr.	206802	170	620	Con.
28457-1	1-24-58	Nolan Broussard	Tidewater Oil Company	244516	221	499	Con.
28457-A	1-24-58	Nolan Lacour	Tidewater Oil Company	244517	221	501	Con.
28593-1	1-24-58	Marcel Racca	Tidewater Oil Company	244518	221	503	Con.
28725-1	1-24-58	Louis Krielow, et al	Tidewater Oil Company	244514	221	495	Con.
28725-1A	1-24-58	Lulu M. Perl	Tidewater Oil Company	244515	221	497	Con.
42244	8- 7-54	Rosa Castex Boudreaux, et al	Lyle Cummins	218425	187	391	Con.
42287	4- 1-54	Acadia Development Co.	Lyle Cummins	218424	187	384	Con.
43140	5- 1-56	Gladys Ritchie Burchenal, et vir	Sun Oil Company	231644	203	259	Con.
42489	12-18-52	Anne Houssiere Hebert	J. G. Josefson	206112	169	260	Con.
42493	1- 5-53	Clara E. Landry, et al	J. G. Josefson	206417	169	546	Con.
42493-A	1- 9-53	Annie Pauline Andrus	Sidney J. Mann	206635	170	390	Con.
42494	12-30-52	Lizima Richard	J. G. Josefson	206126	169	310	Con.

Exhibit D
Castex Development - Title and Lease History - 000433

EXHIBIT A PAGE 4

TITLE NO.	DATED	LESSOR	LESSEE	RECORDING ENTRY	BOOK	PAGE	TYPE RECORDS
JEFFERSON DAVIS PARISH							
42496	1-3-55	Gladys Ritchie Burchenal	Sun Oil Company	221300	191	54	Con.
42345-A	1-28-55	Irma Lorrain Kirkpatrick, et al	Harrell Town	223497	193	131	Con.
42345-B	1-28-55	Marguerite David Romero, et al	Harrell Town	223630	193	545	Con.
300689	5/18/67	Leon McLean	J. P. Klein	317126	309	358	Con.

Exhibit D
Castex Development - Title and Lease History - 000434

JEFFERSON DAVIS PARISH

RIGHTS OF WAY & EASEMENTS

EXHIBIT A PAGE 5

TITLE NO.	DATED	GRANTOR	GRANTEE	RECORDING ENTRY	BOOK	PAGE	TYPE RECORDS
300279	9-9-65	Verba W. Williams	Tidewater Oil Company	303731	288	599	Con.
300279	9-3-65	W. E. Walker	Tidewater Oil Company	303730	288	596	Con.
300279	9-1-65	Ralph H. Potter	Tidewater Oil Company	303729	288	592	Con.
300279	9-2-65	Emory F. Lyon et al	Tidewater Oil Company	303733	288	608	Con.
300279	9-10-65	Lacassane Company, Inc.	Tidewater Oil Company	303732	288		Con.

FILED: OCTOBER 2, 1967 A. D. AT 10:52 A. M.
RECORDED: OCTOBER 2, 1967 A. D. FILE #320110 CLERK & EX OFFICIO RECORDER

3/5/69

State of Delaware
New Castle County } ss.

RECEIVED AND FILED
1967 OCT -2 AM 10:5
CLERK OF COURT
JEFFERSON Recorder of Deeds PARISH

360111

I, Leo J. Dugan, Jr., Recorder of Deeds for New Castle County, Delaware, do hereby certify that Certified Copy of

Plan and Agreement of Merger and Exhibits A (Certificate of Incorporation of Getty Oil Company, as amended), and B (Getty Oil Company By-Laws) attached thereto, dated as of July 24, 1967 among Getty Oil Company and Mission Development Company and Tidewater Oil Company, providing for the merger of Mission Development Company and Tidewater Oil Company with and into Getty Oil Company, under the name of "Getty Oil Company",

was received for record in this office on September 20, 1967

and the same appears of record in the Recorder's Office for said County in

Incorporation Record D Volume 92 Page 1 &c.

360111

Witness my hand and Official Seal, this twenty-first day of

September, A. D. 1967.

Leo J. Dugan Jr.
Recorder.

State of Delaware

Office of Secretary of State

I, ELISHA C. DUKES, Secretary of State of the State of Delaware, do hereby certify that a Plan and Agreement of Merger, dated as of July 24, 1967, among "GETTY OIL COMPANY", "MISSION DEVELOPMENT COMPANY" and "TIDEWATER OIL COMPANY", all corporations organized and existing under the laws of the State of Delaware, providing for the merger of "MISSION DEVELOPMENT COMPANY" and "TIDEWATER OIL COMPANY" with and into "GETTY OIL COMPANY", under the name of "GETTY OIL COMPANY", was received and filed in this office on the twentieth day of September, A.D. 1967, at 1:45 o'clock P.M.;

And I do hereby further certify that the Plan and Agreement of Merger provides as follows:

"Development and Tidewater shall be merged with and into Getty Oil at midnight, local time, Wilmington, Delaware, on the later of (a) September 30, 1967, or (b) the date on which the filing of this Agreement shall have been completed, and such later date, herein referred to as the "Effective Date", shall be the time at which the merger shall be deemed to have occurred";

And I do hereby further certify that, effective as at midnight, local time, Wilmington, Delaware, September 30, 1967, the separate corporate existences of "MISSION DEVELOPMENT COMPANY" and "TIDEWATER OIL COMPANY" shall terminate;

And I do hereby further certify that attached hereto is a Certificate of Leo J. Dugan, Jr., Recorder of Deeds for New Castle County, State of Delaware, certifying that a certified copy of said Plan and Agreement of Merger was received for record in his office and recorded in Incorporation Record D, Volume 92, page 1, on the 20th day of September, 1967;

And I do hereby further certify that Leo J. Dugan, Jr., whose genuine signature appears on said Certificate, was at the time of making the same and is now the Recorder of Deeds for New Castle County, Delaware, duly elected, commissioned and qualified, and that full faith and credit are, and ought to be, given to all his official acts as such;

And I do hereby further certify that said "GETTY OIL COMPANY" is duly incorporated under the laws of the State of Delaware, is in good standing and has a legal corporate existence, so far as the records of this office show, and is duly authorized to transact business.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Dover this twenty-first day of September in the year of our Lord one thousand nine hundred and sixty-seven.

Elisha C. Dukes
Secretary of State

FORM 123

FILED: OCTOBER 2, 1967 A. D. AT 10:52 A. M.
RECORDED: OCTOBER 2, 1967 A. D. FILE #320111 CLERK & EX OFFICIO RECORDER
##*#*#*#

11 321/564

323[illegible]

RECEIPT AND RELEASE

STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS, That:

Reference is hereby made to that certain oil, gas and mineral lease, dated March 5, 1958, executed by Rosa Castex Boudreaux, et al., as Lessor, and James C. Ruffin, as Lessee, covering 160 acres, more or less, in Jefferson Davis Parish, Louisiana, said lease being of record in Book 222, page 318, Original Act No. 245110 of the records of said Parish, which lease, as amended, is now owned by DELTA DRILLING COMPANY, PATRICK B. GIBBONS, III and WARREN B. PINNEY, JR., hereinafter referred to as Lease Owners.

WHEREAS, it is contended that in connection with Lease Owners' operations in connection with the drilling, completing, producing and operating the Delta Drilling Company--No. 1 Johnson-Boudreaux Well, the lands covered by said lease sustained and incurred damages;

NOW, THEREFORE, CASTEX M. BOUDREAUX, husband of Lydia McBridge, YVETTE MARIE BOUDREAUX, wife of Walter M. Miller, BEULAH BLANCHE BOURDIER, wife of Floyd J. Bourdier, all residents of Calcasieu Parish, Louisiana, MARK A. BOUDREAUX, husband of Bernice Foreman, RICHARD W. JOHNSON, husband of Nancy Watkins, O. W. JOHNSON, JR., husband of Carolyn Leonard, REUBEN RAYMOND BRUCE, husband of Mary Simoneaux, WORRELL B. JOHNSON, husband of Dora Cary, ALBERT SIDNEY JOHNSON, JR., husband of Marvelle Andrus, ORA JOHNSON MIGUEZ, wife of Adam Miguez, and GRACE JOHNSON MILLER, divorced from Ralph M. Miller, all residents of Jefferson Davis Parish, Louisiana, for and in consideration of the payment of the sum of Five Thousand Five Hundred and No/100 Dollars ($5,500.00) by Lease Owners, the receipt and adequacy of which is hereby acknowledged, do by these presents hereby release, acquit and forever discharge Lease Owners, their successors, assignees and transferees, from any and all detriment, injuries, damages, actions and causes of action arising out of, connected with, incident to or growing out of the drilling, maintenance and operation of the above named well and incident to and growing out of all of Lease Owners' operations and activities in and on the above described lands, it being understood that this is a full, final and complete re-

lease and discharge of any and all injuries or damages sustained to the said lands described above, and to the personal property of the lessor thereon, as a result of or in connection with Lease Owners' operations and/or activities on the leased land, including, specifically, damages and injuries to the lands, surface, trees, crops and fences, however caused.

Further, the said Castex M. Boudreaux, Yvette Marie Boudreaux, Beulah Blanche Bourdier, Mark A. Boudreaux, Richard W. Johnson, O. W. Johnson, Jr., Reuben Raymond Bruce, Worrell B. Johnson, Albert Sidney Johnson, Jr., Ora Johnson Miguez and Grace Johnson Miller do hereby agree that Lease Owners are hereby released from and relieved of any and all further duty, obligation and responsibility of filling the earthen pit or pits located on the leased premises, of removing any pipe lines and of levelling and restoring the surface of any of the leased lands, save and except (upon the termination of said lease) the restoration of the surface of the area presently occupied by the shell road which services the salt water disposal well.

It is the intention of Castex M. Boudreaux, Yvette Marie Boudreaux, Beulah Blanche Bourdier, Mark A. Boudreaux, Richard W. Johnson, O. W. Johnson, Jr., Reuben Raymond Bruce, Worrell B. Johnson, Albert Sidney Johnson, Jr., Ora Johnson Miguez and Grace Johnson Miller by the execution hereof for the sum of money paid to them by Lease Owners, as above set forth, to release and relieve Lease Owners of any and all past and present damages incurred by or occasioned to the lands covered by the above mineral lease, arising out of, connected with or related to the use of said land by Lease Owners, their successors and assigns, under the above mineral lease, and to release and relieve Lease Owners, their heirs, successors and assigns, of any and all duty, obligation and responsibility to pay any further monetary sums or amounts or any other damages therefor, and to release and relieve Lease Owners, their heirs, successors and assigns, from any duty, obligation and responsibility under the terms of the above lease, or otherwise, to level the pit or pits and to level and restore the surface of the leased land (except as to the area occupied by the shell road), the consideration being paid herefor being in complete payment, settlement and discharge for all claims of damages, whether past or present, resulting from, occasioned to or sustained by or which may be occasioned to or sustained by the leased premises as a result of the activities and operations

of Lease Owners, their heirs, successors and assigns.

Thus Done and Signed this 1st day of March, 1968.

WITNESSES:

Castex M. Boudreaux

Yvette Marie Boudreaux

Beulah Blanche Bourdier

Mark A. Boudreaux

Richard W. Johnson

O. W. Johnson, Jr.

Reuben Raymond Bruce

Worrell B. Johnson

Albert Sidney Johnson, Jr.

Ora Johnson Miguez

Grace Johnson Miller

STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Betty Zachary, who, being by me duly sworn, stated under oath that she was one of the subscribing witnesses to the foregoing instrument, and that the same was signed by Castex M. Boudreaux, Yvette Marie Boudreaux, Beulah Blanche Bourdier, Mark A. Boudreaux, Richard W. Johnson, O.W. Johnson, Jr., Reuben Raymond Bruce, Worrell B. Johnson, Albert Sidney Johnson, Jr., Ora Johnson Miguez, and Grace Johnson Miller.

in her presence and in the presence of the other subscribing witness.

Betty Zachary
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 1st DAY OF March, 1968.

NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument, and that same was signed by

_____

in _____ presence and in the presence of the other subscribing witness.

_____
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 1968.

_____
NOTARY PUBLIC

FILED: MARCH 4, 1968 A. D. AT 10:24 A.M.
RECORDED: MARCH 4, 1968 A. D. FILE #323906 CLERK & EX OFFICIO RECORDER

##*#

334/309

DELTA DRILLING CO. TO ROSA CASTEX BOUDREAUX ETAL RELEASE

309

333488

RELEASE OF SALT WATER DISPOSAL AGREEMENT

RECEIVED AND FILED
1969 MAR 21 AM 7:42
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA)
PARISH OF JEFFERSON DAVIS)

Whereas, by Salt Water Disposal Agreement dated May 15, 1963, recorded at Volume 265, Page 223 (Entry No. 283447), Conveyance Records of Jefferson Davis Parish, State of Louisiana, Rosa Castex Boudreaux, et al, granted to Delta Drilling Company certain rights in connection with the disposal of salt water into the well described therein; and

Whereas, a supplemental and amending Salt Water Disposal Agreement, dated October 10, 1963, recorded at Volume 269, Page 103 (Entry No. 286485), Conveyance Records of Jefferson Davis Parish, Louisiana was executed by Rosa Castex Boudreaux, et al; and

333488

Whereas, said salt water disposal well was plugged and abandoned October 29, 1968 in accordance with the rules and regulations of the Department of Conservation of the State of Louisiana and the undersigned wish to release said lease to the Lessors therein and to relinquish all rights thereunder;

Now therefore, the undersigned DELTA DRILLING COMPANY, a Texas corporation, hereby releases said Salt Water Disposal Agreements described above and relinquishes any and all rights, privileges and servitudes which it has under said Salt Water Disposal Agreement.

EXECUTED this 18th day of March, 1969.

ATTEST:

Asst. Secretary

DELTA DRILLING COMPANY

By Keating V. Zeppa
Vice President

STATE OF TEXAS)
COUNTY OF SMITH)

On this 18th day of March, 1969, before me personally appeared KEATING V. ZEPPA, to me personally known, who being by me duly sworn, did say that he is the Vice President of DELTA DRILLING COMPANY, a Texas corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said KEATING V. ZEPPA acknowledged said instrument to be the free act and deed of said corporation.

Jackie Rawlins
NOTARY PUBLIC
JACKIE RAWLINS
Notary Public, Smith County, Texas

FILED: MARCH 21,1969 A.D. AT 7:42 A.M.
RECORDED:MARCH 21,1969 A.D. FILE # 333488 CLERK & EX OFFICIO RECORDER

Exhibit D

357/205

CASTEX M. BOUDREAUX ET AL TO: VALOR LAND AND EXPLORATION COMPANY

THE H. L. BATH COMPANIES
BATH-GRAM
FORM 42 CPH—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "B"

336658

205

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of JULY 2nd 19 69
by and between CASTEX M. BOUDREAUX, husband of Lydia McBridge, YVETTE MARIE BOUDREAUX, wife of Walter M. Miller, BEULAH BLANCHE BOURDIER, wife of Floyd J. Bourdier, all residents of Calcasieu Parish, Louisiana, MARK A BOUDREAUX, husband of Bernice Foreman, RICHARD W. JOHNSON, husband of Nancy Watkins, O. W. JOHNSON, JR., husband of Carolyn Leonard, REUBEN RAYMOND BRUCE, husband of Mary Simoneaux, WORRELL B. JOHNSON, husband of Dora Cary, ALBERT SIDNEY JOHNSON, JR., husband of Marvelle Andrus, ORA JOHNSON MIGUEZ, wife of Adam Miguez, and GRACE JOHNSON MILLER, divorced from Ralph M. Miller, all residents of Jefferson Davis Parish, Louisiana,

herein called "Lessor" (whether one or more) and VALOR LAND AND EXPLORATION COMPANY, 309 Gulf Building, Houston, Texas
hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of One Hundred and No/100 Dollars & other valuable consideration ($ 100.00 & O/C), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder ~~on in connection with similar operations on adjoining land~~, and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

Two tracts of land located in Section 39, Township 10 South, Range 3 West, and Section 17, Township 10 South, Range 2 West, containing 52.78 acres, more or less, said 52.78 acres of land being shown more particularly outlined in red on that certain plat of survey by John E. Chance & Associates, C.E. dated October 18,1966, which plat of survey is attached hereto and made a part hereof for all purposes.

It is distinctly understood herein by and between Lessor and Lessee that at the conclusion of this oil, gas and mineral lease that the lands leased hereinabove shall be restored to the original condition as when received as reasonably possible. That, any roads, pathways, bridges, culverts, etc. currently in existence on the farm which may be used by the Lessee herein, must be maintained by it in suitable condition to travel at all times throughout the term of this lease or any extension thereof in accordance with its terms and conditions or during such time as actual use is made of said passageways, etc., whichever is sooner.

336658

RECEIVED AND FILED
1969 JUL 24 PM 3:42
CLERK OF COURT
JEFFERSON DAVIS PARISH

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 52.78 acres, whether it actually comprises more or less.

This lease shall be for a term of Five (5) years and No months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

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1. This lease shall terminate on July 2nd, 1970, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to Lessors or to Lessors' credit in the respective depository banks shown opposite their names below, a rental in the sum of:

NAME	DEPOSITORY	AMOUNT	ADDRESS
Reuben Raymond Bruce	Calcasieu Marine National Bank of Lake Chas., Jennings Branch, Jennings, La.	329.88	439 East Academy Jennings, Louisiana
Mark A. Boudreaux	Calcasieu Marine National Bank of Lake Chas., Jennings Branch, Jennings, La.	164.94	P. O. Box 207 Mermentau, Louisiana
Yvette Marie Boudreaux Miller Account No. 76-461-3	Lakeside National Bank McNeese Branch 4100 Ryan Street Lake Charles, La. 70601	164.94	4023 Cappy Drive Lake Charles, Louisiana
Castex M. Boudreaux	Calcasieu Marine National Bank of Lake Chas., Lake Charles, Louisiana	164.94	1313 Tenth Street Lake Charles, Louisiana
Beulah Blanche Bourdier	Calcasieu Marine National Bank of Lake Charles Lake Charles, La.	164.94	816 North Lyons St. Lake Charles, Louisiana
Worrell B. Johnson	Calcasieu Marine National Bank of Lake Charles ~~Lake Charles~~, Louisiana Welsh, La 70591	65.98	P. O. Box ~~HT~~ 388 ~~Mermentau~~, Louisiana Welsh, La 70591
Albert Sidney Johnson, Jr.	Calcasieu Marine National Bank of Lake Charles ~~Lake Charles~~, Louisiana Jennings, La	65.98	606 Morton Street Jennings, Louisiana 70546
Grace Johnson Miller	Jeff. Davis Bank & Trust Co. Jennings, Louisiana	65.98	1211 N. State St. ~~P. O. Box 434~~ Jennings, Louisiana
Ora Johnson Miguez	Jeff. Davis Bank & Trust Company, Jennings, La.	65.98	Box 782 Jennings, Louisiana
O. W. Johnson, Jr.	Calcasieu Marine National Bank of Lake Charles, Welsh Branch, Welsh, Louisiana	32.99	P. O. Box ~~162~~ 747 Welsh, Louisiana 70591
Richard W. Johnson	Calcasieu Marine National Bank of Lake Charles, Welsh Branch, Welsh, Louisiana	32.99	409 S. Adams ~~P. O. Box 162~~ Welsh, Louisiana 70591

which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods like payments or tenders. Payments may be made to the Lessor or may be mailed or delivered for deposit to Lessor's credit in the said banks, which banks or their successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository banks or their successors. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the addresses set forth above or to the said banks on or before the rental payment date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said banks fail or liquidate, or if they should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be held in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

~~assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depositary~~ bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be ~~thereby rendered ineffective~~ and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall ~~have furnished~~ Lessee with a recordable instrument naming a new depository; and this provision shall apply to all ~~such new and subsequently named depositories.~~

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, ~~and, if during the primary term, the rental shall be reduced proportionately, according to acreage.~~ In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within ~~330~~ 500 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than ~~five~~ three consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-~~eighth (1/8th)~~ sixth (1/6th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-~~eighth (1/8th)~~ sixth (1/6th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-~~eighth (1/8th)~~ sixth (1/6th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-~~eighth (1/8th)~~ sixth (1/6th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located ~~either~~ on the land ~~or on a unit comprising a portion of the land.~~

8. The Lessee shall be responsible for all damages ~~to timber and growing crops~~ of Lessor caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall not affect the rights of others.

10. Lessor hereby warrants ~~and agrees to defend~~ the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Donna W. Bonin
Jeannette Fremaux

Castex M. Boudreaux

Donna W. Bonin
Jeannette Fremaux

Yvette Marie Boudreaux

Donna W. Bonin
Jeannette Fremaux

Beulah Blanche Bourdier

Donna W. Bonin
Jeannette Fremaux

Mark A. Boudreaux

Donna W. Bonin
Jeannette Fremaux

Richard W. Johnson

Donna W. Bonin
Jeannette Fremaux

O. W. Johnson, Jr.

Donna W. Bonin
Jeannette Fremaux

Reuben Raymond Bruce

Donna W. Bonin
Jeannette Fremaux

Worrell B. Johnson

Donna W. Bonin
Jeannette Fremaux

Albert Sidney Johnson, Jr.

Donna W. Bonin
Jeannette Fremaux

Ora Johnson Miguez

Donna W. Bonin
Jeannette Fremaux

Grace Johnson Miller

STATE OF LOUISIANA
PARISH OF JEFF. DAVIS

BEFORE ME, the undersigned Notary Public, on this day personally appeared Donna W. Bonin, who, being by me duly sworn, stated under oath that she was one of the subscribing witnesses to the foregoing instrument and that the same was signed by CASTEX M. BOUDREAUX, YVETTE MARIE BOUDREAUX, BEULAH BLANCHE BOURDIER, MARK A. BOUDREAUX, RICHARD W. JOHNSON, O. W. JOHNSON, JR., REUBEN RAYMOND BRUCE, WORRELL B. JOHNSON, ALBERT SIDNEY JOHNSON, JR., ORA JOHNSON MIGUEZ, GRACE JOHNSON MILLER (Lessors, as above mentioned) in her presence and in the presence of the other subscribing witness.

Donna W. Bonin

SWORN TO AND SUBSCRIBED before me July 24, 1969.

William Noel Knight
Attorney - Notary Public
Commission for Life

William Noel Knight
Notary Public in and for Jeff. Davis Parish, Louisiana.

Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, 19____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

Notary Public

No. _____

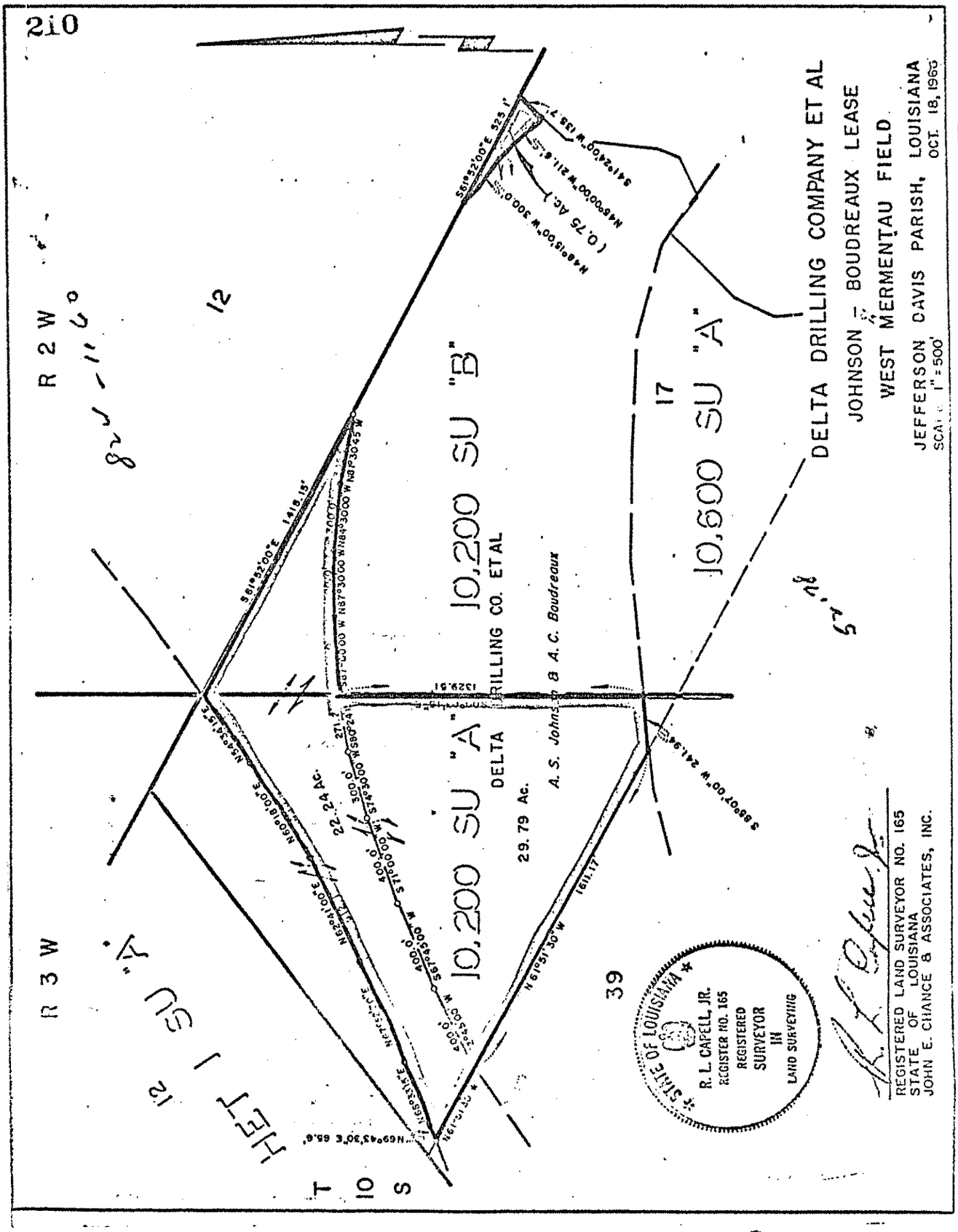
Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

Dated _____, 19____
No. of Acres _____
Parish, Louisiana
Term _____
This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____ of the records of this office.
By _____, Deputy

THE C. L. BATH COMPANIES
BATH CHAIN
FORM 45 CPM-NEW SOUTH
LOUISIANA REVISED FOUR (4)-POOLING
REVISED "B"



FILED: JULY 24 A. D. 1969 AT: 3:42 PM

RECORDED: JULY 24 A.D. 1969 FILE NO. 336658. CLERK & EX OFFICIO RECORDER..

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354/692

VALOR LAND & EXPL. CO. TO NEWMONT OIL CO. ASSIGN.

692

349412

RECEIVED AND FILED
1971 FEB 18 AM 8:54
CLERK OF COURT
JEFFERSON DAVIS PARISH

ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

STATE OF LOUISIANA *
*
PARISH OF JEFFERSON DAVIS *

KNOW ALL MEN BY THESE PRESENTS:

THAT, VALOR LAND AND EXPLORATION COMPANY, hereinafter called "ASSIGNOR", for good and valuable consideration, the receipt of which is hereby acknowledged, hereby bargains, sells, transfers, assigns, and conveys to NEWMONT OIL COMPANY, hereinafter called "ASSIGNEE", an undivided two-thirds (2/3rds) interest in and to those certain oil, gas and mineral leases which are fully listed and described on the schedule annexed hereto as "Exhibit A" which is incorporated herein and made a part hereof as fully as though set forth in extenso.

349412

Assignor warrants that it is the sole holder of the above referred to oil, gas and mineral leases, and that same are now in full force and effect and that it has full right and authority to make this assignment. The royalty on said leases plus outstanding overrides are such that Assignor's working interest in said leases is 75%.

This assignment is made with full subrogation of all rights and actions of warranty and shall be effective between the parties hereto, their heirs, successors and assigns.

IN TESTIMONY WHEREOF, this assignment is executed as of the 19th day of November, 1970, in the presence of the undersigned competent witnesses.

WITNESSES:

Cynthia Tidwell

Carolyn Coggadona

VALOR LAND AND EXPLORATION COMPANY

by G. Dean Soape
President

ACKNOWLEDGMENT

STATE OF TEXAS *
COUNTY OF HARRIS *

ON THIS 19th day of NOVEMBER 1970, before me appeared G. DEAN SOAPE to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of the VALOR LAND AND EXPLORATION COMPANY and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said G. DEAN SOAPE acknowledged said instrument to be the free act and deed of said corporation.

Ruth Lauderdale
Notary Public

EXHIBIT "A"

1. Oil, gas and mineral lease from Nolan Lacour to Harry C. Schultz, dated June 17, 1969, and covering the following described lands in Jefferson Davis Parish, Louisiana, to-wit:

> All that portion of the Northeast Quarter of Northeast Quarter (NE/4 of NE/4) of Section 11, T10S, R3W., lying outside the Het 1 SU B-Henneberry No. 1, W. Mermentau Field, Jefferson Davis Parish, said unit created by order No. 101-E of Dept. of Conservation from State of Louisiana effective December 1, 1962, and filed under Entry No. 283194, COB 265, Page 41, Records of Jefferson Davis Parish, Louisiana.

Said lease being recorded June 24, 1969, in Conveyance Book 338, Page 159, Entry No. 335999 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

2. Oil, gas and mineral lease from Nolan Broussard and Emma LeJeune Broussard to Harry C. Schultz, dated June 17, 1969, and covering the following described lands in Jefferson Davis Parish, Louisiana, to-wit:

> All that part of NE/4 of NE/4 of Section 11, T10S, R3W., lying outside of the surface outlines of Het 1 SU B-Henneberry No. 1, W. Mermentau Field, Jefferson Davis Parish, said unit created by order no. 101-E (26-E) of Dept. of Conservation effective December 1, 1962, and filed under entry no. 283194, COB 265, Page 41, records of Jefferson Davis Parish, Louisiana.

Said lease being recorded June 24, 1969, in Conveyance Book 338, Page 155, Entry No. 335988 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

3. Oil, gas and mineral lease from Castex M. Boudreaux, et al, to Valor Land and Exploration Company, dated July 2, 1969, and covering the following described lands in Jefferson Davis Parish, Louisiana, to-wit:

> Two tracts of land located in Section 39, Township 10 South, Range 3 West, and Section 17, Township 10 South, Range 2 West, containing 52.78 acres of land being shown more particularly outlined in red on that certain plat of survey by John E. Chance and Associates, C.E. dated October 18, 1966, which plat of survey is attached to lease and made a part thereof for all purposes.

Said lease being recorded July 24, 1969, in Conveyance Book 339, at page _____, under Entry Number 336658.

FILED: FEB. 18, 1971 A.D. AT 8:54 A.M.
RECORDED: FEB. 18, 1971 FILE # 349412 CLERK & EX OFFICIO RECORDER
XXXXXXXXXXXXX

282

ASSIGNMENT STOCK FORM— PARTIAL ASSIGNMENT OF LEASE N

BATH GRAM

STATE OF LOUISIANA 349983

Parish of Jefferson Davis

KNOW ALL MEN BY THESE PRESENTS:

That VALOR LAND AND EXPLORATION COMPANY,

of Harris County, Texas, Parish, Louisiana, hereinafter styled Assignor (whether one or more), in consideration of the sum of Ten Dollars paid by NEWMONT OIL COMPANY the receipt of which is hereby acknowledged, and the further consideration hereinafter mentioned has granted, bargained, sold and conveyed, and do es by these presents grant, bargain, sell and convey unto NEWMONT OIL COMPANY hereinafter styled assignee its successors and assigns, 10.6338% of 8/8ths of that certain oil, gas and mineral lease executed by Castex M. Boudreaux, Yvette Marie Boudreaux, Beulah Blanche Bourdier, all residents of Calcasieu Parish, Louisiana; Mark A. Boudreaux, Richard W. Johnson, O. W. Johnson, Jr., Reuben Raymond Bruce, Worrell B. Johnson, Albert Sidney Johnson, Jr., Ora Johnson Miguez, and Grace Johnson Miller, all residents of Jefferson Davis Parish, Louisiana,

of Jefferson Davis Parish, Louisiana, in favor of VALOR LAND AND EXPLORATION COMPANY of Houston, Texas on the 2nd day of July 1969 Recorded in the records of Jefferson Davis Parish, in Book Conveyance 339 Page Entry No. 336658 covering the following described land situated in Jefferson Davis Parish, Louisiana,

Two tracts of land located in Section 39, Township 10 South, Range 3 West, and Section 17, Township 10 South, Range 2 West, containing 52.78 acres, more or less, said 52.78 acres of land being shown more particularly outlined in red on that certain plat of survey by John E. Chance & Associates, C. E. dated October 18, 1966, which plat of survey is attached to lease and made a part thereof for all purposes.

349983

RECEIVED AND FILED
1971 MAR 12 AM 9:27
CLERK OF COURT
JEFFERSON DAVIS PARISH

The said assignee agrees to faithfully carry out all the provisions of the original lease in so far as it applies to that portion of tract conveyed.

It is understood between the parties to this agreement that all conditions between the parties hereunto shall extend to their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, this instrument is signed on this the 30th day of December A. D. 19 70

Witnesses:

VALOR LAND AND EXPLORATION COMPANY

by G. Dean Soape

G. Dean Soape, President

L-3067

STATE OF LOUISIANA

PARISH OF_____

BEFORE ME,_____a Notary Public in and for_____ Parish, Louisiana, on this_____day of_____19_____, personally came and appeared _____, who in the presence of me, said authority, and _____and_____ competent witnesses, declares and acknowledges that_____he_____the identical person____who executed the foregoing instrument in writing, that_____signature____thereto_____own true and genuine signature____, and that____he____executed said instrument of _____own free will_____, and for the purposes and considerations therein expressed.

Thus done and passed on the day and date hereinabove written, in the presence of the before named and undersigned competent witnesses, who have hereunto subscribed their names, together with said appearer____, and me, said Notary, after reading the whole.

WITNESSES:

_____

_____

_____

_____

_____

Notary Public.

STATE OF LOUISIANA

PARISH OF_____

BEFORE ME, the undersigned authority, this day personally appeared_____ to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows_____ _____ _____ the Grantor__ named in said instrument, to be the identical person__ described therein, and who executed the same, and saw_____ sign the same as_____voluntary act and deed, and that he, the said_____ subscribed his name to the same at the same time as an attesting witness.

Sworn to and subscribed before me, this_____ day of_____, 19_____

_____

Notary Public in and for_____Parish, Louisiana.

_____

No._____

ASSIGNMENT

Oil, Gas and Mineral Grant

FROM

TO

Parish of_____

THOS. W. B. BATH COMPANIES BATH GRAM

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

On this 30th day of December, 1970, before me appeared G. DEAN SOAPE to me personally known, who, being by me duly sworn, did say that he is the President of the Valor Land and Exploration Company and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said G. Dean Soape acknowledged said instrument to be the free act and deed of said corporation.

Ruth Lauderdale
NOTARY PUBLIC

FILED: MARCH 12,1971 A.D. AT 9:27 A.M.
RECORDED:MARCH 12,1971 A.D. FILE # 349983 CLERK &EX OFFIC TO RECORDER

%*%

398/846

MARK A. BOUDREAUX ETAL TO RUFFIN T. LOWRY LEASE

846

BATH-GRAM

FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "B"

OIL, GAS AND MINERAL LEASE

352892

THIS AGREEMENT, entered into effective as of July 6 19 71

by and between

MARK A. BOUDREAUX, husband of Bernice Foreman, Mermentau, Louisiana,

BEULAH BLANCHE BOURDIER, wife of Floyd J. Bourdier,

CASTEX M. BOUDREAUX, husband of Lydia McBridge, 1313 Tenth Street, Lake Charles, Louisiana, represented herein by his wife through power of attorney,

REUBEN RAYMOND BRUCE, husband of Mary Simoneaux, 439 East Academy, Jennings, Louisiana,

WORRELL B. JOHNSON, husband of Dora Cary, Mermentau, Louisiana,

MRS. GRACE JOHNSON MILLER, divorced from Ralph M. Miller, Jennings, Louisiana,

ALBERT SIDNEY JOHNSON, JR., husband of Marvel Andrus, 606 Morton Street, Jennings, Louisiana,

MRS. ORA JOHNSON MIGUEZ, wife of Adam Miguez, 114 Davis Street, Jennings, Louisiana,

O. W. JOHNSON, JR., husband of Carolyn Leonard Johnson, Welsh, Louisiana,

RICHARD W. JOHNSON, husband of Nancy Watkins Johnson, Welsh, Louisiana,

YVETTE MARIE BOUDREAUX MILLER, wife of Walter M. Miller, Lake Charles, Louisiana,

352892

RECEIVED AND FILED
1971 JUL 19 P 1:19
CLERK OF COURT

herein called "Lessor" (whether one or more) and RUFFIN T. LOWRY, whose mailing address is P. O. Box 51673, Lafayette, Louisiana 70501 hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of ONE THOUSAND DOLLARS & other valuable considerations ($ 1,000.00 & ovc), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder or in connection with similar operations on adjoining land, and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

That certain tract of land located in Section 39, Township 10 South, Range 3 West, comprising 70.51 acres, as shown on the annexed plat outlined in red. Said lease shall only be effective down to but not inclusive of the 10,600 foot SUA Sand as described in and established by the Conservation Department Order No. 101 D, dated November 1, 1962, Lessors reserve said sand and all depth below thereof.

At the conclusion of this lease the land shall be returned to the original condition as when received as reasonably practicable.

XXXX XXXXXX XX XXXXXX XX XXX XXXXX XXXXXXX XXXXXXX XX XXXXXX XX XXXXX, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise _____ acres, whether it actually comprises more or less.

This lease shall be for a term of One (1) years and ---- months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

XXXXXX

[redacted]

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which ovent the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall be reduced proportionately, according to acreage. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on properly pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than 3 consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-sixth (1/6) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-sixth (1/6) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-sixth (1/6) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-sixth (1/6) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located on the land except to sub-surface of the land.

8. The Lessee shall be responsible for all damages to strata or stratum of Lessor caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall not affect the rights of others.

10. Lessor hereby warrants ---------- the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Donna W. Bonin
Jennifer Marcantel

MARK A. BOUDREAUX

Donna W. Bonin
Jennifer Marcantel

BEULAH BLANCHE BOURDIER

Donna W. Bonin
Jennifer Marcantel

(By) Vera Castex M. Boudreaux
CASTEX M. BOUDREAUX

Donna W. Bonin
Jennifer Marcantel

WORRELL B. JOHNSON

Donna W. Bonin
Jennifer Marcantel

REUBEN RAYMOND BRUCE

Donna W. Bonin
Jennifer Marcantel

MRS. GRACE JOHNSON MILLER

Donna W. Bonin
Jennifer Marcantel

ALBERT SIDNEY JOHNSON, JR.

Donna W. Bonin
Jennifer Marcantel

MRS. ORA JOHNSON MIGUEZ

Donna W. Bonin
Jennifer Marcantel

O. W. JOHNSON, JR.

Donna W. Bonin
Jennifer Marcantel

RICHARD W. JOHNSON

Donna W. Bonin
Jennifer Marcantel

YVETTE MARIE BOUDREAUX MILLER

850

STATE OF LOUISIANA
PARISH (OR COUNTY) OF JEFFERSON DAVIS

On this 9th day of July, 19 71, before me personally appeared Mrs. Grace Johnson Miller, Albert Sidney Johnson, Jr., Mrs. Ora Johnson Miguez, O.W. Johnson, Jr., Richard W. Johnson and Yvette Marie Boudreaux Miller to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

William Noel Knight
Attorney - Notary Public
Commission for Life

Notary Public

STATE OF LOUISIANA
PARISH (OR COUNTY) OF JEFFERSON DAVIS

On this 9th day of July, 19 71, before me personally appeared, Mark A. Boudreaux, Beulah Blanche Boudier, Reuben Raymond Bruce, Worrell B. Johnson and Mrs. Castex M. Boudreaux appearing herein as agent and attorney for Castex M. Boudreaux through power of attorney to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

William Noel Knight
Attorney - Notary Public
Commission for Life

Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

Notary Public in and for _____ Parish, Louisiana

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, 19____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

Notary Public

No. _____

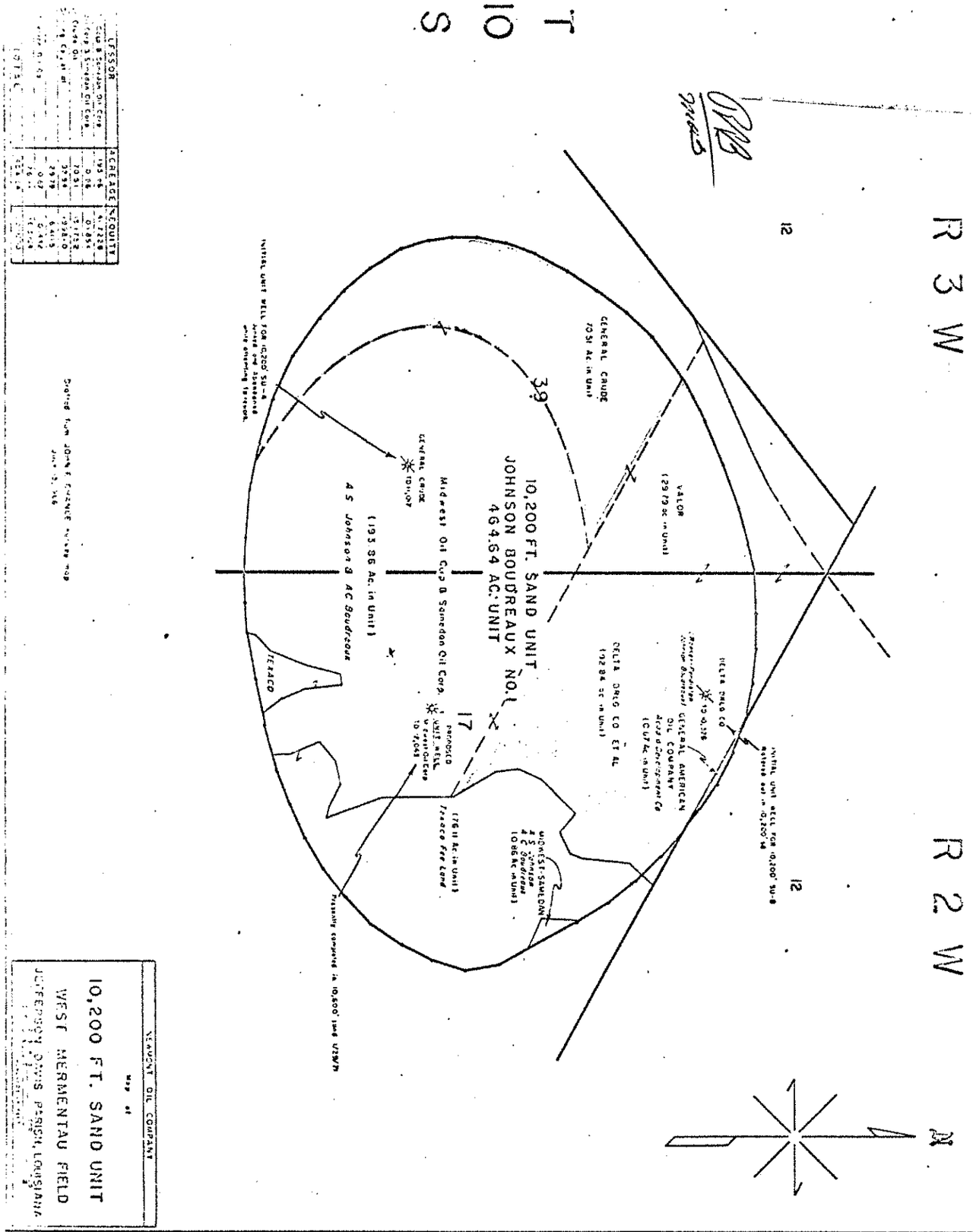
Oil, Gas and Mineral Lease
(LOUISIANA)

FROM

TO

Dated _____, 19____
No. of Acres _____
_____ Parish, Louisiana
Term _____
This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____ of the records of this office.
By _____, Deputy

THE H. L. BATH COMPANIES
BATH-GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "B"



FILED: JULY 19,1971 A.D. AT 11:10 A.M.
RECORDED:JULY 19,1971 A.D. FILE # 352892 CLERK &EX OFFICIO RECORDER

%*%*%*%*%*%*%*%*%*%*%*%*%

RUFFIN T. LOWRY TO NEWMONT OIL CO. 359/22 ASSIGNMENT

22

ASSIGNMENT STOCK FORM— 352987 ✓

THE H. L. BATH COMPANIES
BATH-O-GRAM

STATE OF LOUISIANA

Parish of LAFAYETTE

KNOW ALL MEN BY THESE PRESENTS:

That RUFFIN T. LOWRY, married to his first and only wife, Maclyn Martin, P. O. Box 51673, Lafayette, Louisiana 70501

of Lafayette Parish, Louisiana, hereinafter styled Assignor (whether one or more), in consideration of the sum of One Thousand Dollars and other valuable consideration paid by NEWMONT OIL COMPANY the receipt of which is hereby acknowledged, and the further consideration hereinafter mentioned has granted, bargained, sold and conveyed, and does by these presents grant, bargain, sell and convey unto NEWMONT OIL COMPANY hereinafter styled assignee its successors and assigns, all rights, title, and interest in and to that certain oil, gas and mineral lease executed by MARK A. BOUDREAUX, BEULAH BLANCHE BOURDIER, CASTEX M. BOUDREAUX, REUBEN RAYMOND BRUCE, MORRELL B. JOHNSON, MRS. GRACE JOHNSON MILLER, ALBERT SIDNEY JOHNSON, JR., MRS. ORA JOHNSON MIGUEZ, O. W. JOHNSON, JR., RICHARD W. JOHNSON, and YVETTE MARIE BOUDREAUX MILLER

of Jefferson Davis Parish, Louisiana, in favor of RUFFIN T. LOWRY of Lafayette, Louisiana on the 6th day of July 19 71

Recorded in the records of Jefferson Davis Parish, in Book 356 Page 846 covering the following described land situated in File 352892 Jefferson Davis Parish, Louisiana, That certain tract of land located in Section 39, Township 10 South, Range 3 West, comprising 70.51 acres, as shown on the plat annexed to the certain oil, gas and mineral lease referred to above and outlined in red. Said lease shall only be effective down to but not inclusive of the 10,600 foot SU A Sand as described in and established by the Conservation Department Order No. 101-D, dated November 1, 1962. Lessors reserve said sand and all depth below thereof.

RECEIVED AND FILED
1971 JUL 22 PM 2:13
CLERK OF COURT
JEFFERSON DAVIS PARISH, LA.

~~subject to the terms and conditions of the following described lands~~

The said assignee agrees to faithfully carry out all the provisions of the original lease ~~in so far as it applies to that portion of tract conveyed~~

It is understood between the parties to this agreement that all conditions between the parties hereunto shall extend to their heirs, executors, administrators, successors and assigns

IN WITNESS WHEREOF, this instrument is signed on this the 12th day of July A. D. 19 71.

Witnesses:

RUFFIN T. LOWRY

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, ... a Notary Public in and for LAFAYETTE Parish, Louisiana, on this 12th day of July 19 71, personally came and appeared RUFFIN T. LOWRY, who in the presence of me, said authority, and NORMA V. LAVENDER and DICKERMAN C. SADLER competent witnesses, declares and acknowledges that he is the identical person who executed the foregoing instrument in writing, that the signature thereto is his own true and genuine signature, and that he executed said instrument of his own free will, and for the purposes and considerations therein expressed.

Thus done and passed on the day and date hereinabove written, in the presence of the before named and undersigned competent witnesses, who have hereunto subscribed their names, together with said appearer, and me, said Notary, after reading the whole.

WITNESSES:

Dickerman C. Sadler

Norma V. Lavender

Ruffin T. Lowry
RUFFIN T. LOWRY

James C. Gates
Notary Public.

STATE OF LOUISIANA

PARISH OF .....

BEFORE ME, the undersigned authority, this day personally appeared ..... to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows .....

.....

.....

the Grantor named in said instrument, to be the identical person described therein, and who executed the same, and saw ..... sign the same as ..... voluntary act and deed, and that he, the said ..... subscribed his name to the same at the same time as an attesting witness.

Sworn to and subscribed before me, this .....
day of ....., 19.....
.....
Notary Public in and for ..... Parish, Louisiana.

.....

No. _____

ASSIGNMENT

Oil, Gas and Mineral Grant

FROM

TO

Parish of _____

THE H. L. BATH COMPANIES
BATH GRAH

J. W. Pitre

FILED: JULY 22,1971 A.D. AT 9:34 A.M.
RECORDED: JULY 22, 1971 A.D. FILE # 352987 CLERK &EX OFFFICIO RECORDER
%*%*%*%*%*%*%*%*%*%*%*%*%*%*%

GENERAL CRUDE OIL CO. TO MARK A. BOUDREAUX ETAL RELEASE

362/42

42

GCO #15673

357182

RECEIVED AND FILED
1971 NOV -8 AM 8:47
CLERK OF COURT
JEFFERSON DAVIS PARISH

RELEASE OF OIL, GAS, AND MINERAL LEASE

STATE OF LOUISIANA)
)
PARISH OF JEFFERSON DAVIS)

KNOW ALL MEN BY THESE PRESENTS, THAT,

WHEREAS, reference is made to that certain Oil, Gas, and Mineral Lease dated April 19, 1966, by and between MARK A. BOUDREAUX, husband of Bernice Foreman; BEULAH BLANCHE BOURDIER, wife of Floyd J. Bourdier; CASTEX M. BOUDREAUX, husbandof Lydia McBridge; REUBEN RAYMOND BRUCE, husband of Mary Simoneaux; WORRELL B. JOHNSON, husband of Dora Cary; MRS. GRACE JOHNSON MILLER, divorced from Ralph M. Miller; ALBERT SIDNEY JOHNSON, JR., husband of Marvel Andrus; MRS. ORA JOHNSON MIGUEZ, wife of Adam Miguez; O. W. JOHNSON, JR., husband of Carolyn Leonard Johnson; RICHARD W. JOHNSON, husband of Nancy Watkins Johnson; YVETTE MARIE BOUDREAUX MILLER, wife of Walter M. Miller, as Lessor, and RUFFIN T. LOWRY, as Lessee, covering and affecting the following described lands:

Tract #1 - That certain tract of land containing 1148.44 acres, more or less, situated in Sections 13 and 39, Township 10 South, Range 2 West, being bounded now or formerly as follows:

West and Northwesterly by Albert Brosius, H. O. Lestage, Jr., et al, Anne H. Hebert, Frank Perl, Jr., et al, and Anne H. Hebert;

North and Northeasterly by Acadia Development Co.;

East by The Texas Company Fee and the Mermentau River;

South by The Texas Fee, The Mermentau River, Byron Hebert et al, David C. Ritchie Estate et al, G. I. Golden, and David C. Ritchie Estate et al;

LESS AND EXCEPT 160 acres situated in the northern portion of the tract in rectangular form and being that portion of the land under lease to Delta Drilling Company,

ALSO LESS AND EXCEPT 20 acres in the Southeast portion of the acreage, bounded North by the Mermentau River and West, South, andEast by lands of the lessors herein leased,

AND LESS AND EXCEPT all that portion of the 1148.44 acres described above which is included in the following units established by the Commissioner of Conservation of the State of Louisiana:

10,600' SU A, established by Conservation Department Order No. 101-D dated November 1, 1962.

10,200' SU B, established by Conservation Department Order No. 101-C, dated April 1, 1962.

Het SU A, established by Conservation Department Order No. 101-E, dated December 1, 1962.

7750' SU B, established by Conservation Department Order No. 26-F, dated June 1, 1964.

8600' SU C, established by Conservation Department Order No. 26-A-5, dated June 1, 1964.

Tract #2 - That certain tract of land containing 16.5 acres, more or less, situated in Section 17, Township 10 South, Range 2 West, and being bounded now or formerly as follows:

North and Northeasterly by the north line of aforesaid Section 17,

West, by The Texas Company Fee,

South, by The Texas Company Fee,

East, by The Texas Company Fee and Tract #3 described below.

Tract #3 - That certain tract of land containing 5.5 acres, more or less, situated in Section 17, Township 10 South, Range 2 West, and being bounded now or formerly as follows:

North and Northeasterly by the north line of aforesaid Section 17; West, by The Texas Company Fee and Tract #2 described above; South and East by The Texas Company Fee.

LESS AND EXCEPT all that portion of Tracts #2 and #3 located within the unit established by the Commissioner of Conservation as follows:

9100' SU A established by Conservation Department Order No. 101-B, dated April 1, 1962.

Said lease being recorded April 27, 1966, in Book 295, Page 523, File No. 308008, Records of Jefferson Davis Parish, Louisiana.

NOW, THEREFORE the undersigned, do hereby RELEASE, RELINQUISH, AND SURRENDER to the above named Lessor, their heirs or assigns, any and all rights whatsoever acquired or held by it in and to the above described Oil, Gas, and Mineral Lease.

IN WITNESS WHEREOF, this release is executed this 21st day of October, 1971.

GENERAL CRUDE OIL COMPANY

WITNESSES:

Melba L. Hayes

Jacqueline Hull

BY: J. W. Cutbirth

J. W. Cutbirth, Vice President

STATE OF TEXAS

COUNTY OF HARRIS

ON THIS 21st of October, 1971, before me appeared J. W. Cutbirth, to me personally known, who, being by me duly sworn, did say that he is Vice President of GENERAL CRUDE OIL COMPANY, a corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said J. W. Cutbirth acknowledged said instrument to be the free act and deed of said corporation.

WHEREOF WITNESS my hand and seal as such Notary Public on the day, month, and year first above written.

Roselle Davisson

NOTARY PUBLIC IN AND FOR THE COUNTY OF HARRIS, STATE OF TEXAS

ROSELLE DAVISSON

FILED: NOVEMBER 8,1971 A.D. AT 8:47 A.M.
RECORDED: NOVEMBER 8,1971 A.D. FILE # 355162 CLERK &EX OFFICIO RECORI

XXXXXXXXXXXXXXXXXXXXXX

MIDWEST OIL CORP. AND TEXACO, INC. *et al* UNIT AGREEMENT

594

362/
594

355795

RECEIVED AND FILED
1971 DEC -7 AM 9:50
CLERK OF COURT
JEFFERSON DAVIS PARISH

UNIT AGREEMENT

10,200 FOOT SAND

WEST MERMENTAU FIELD

JEFFERSON DAVIS PARISH, LOUISIANA

355795

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UNIT AGREEMENT

10,200 FOOT SAND

WEST MERMENTAU FIELD

JEFFERSON DAVIS PARISH, LOUISIANA

THIS AGREEMENT, entered into as of the 1st day of September, 1971, by and between the Royalty Owners and Working Interest Owners who execute or ratify this agreement;

W I T N E S S E T H :

WHEREAS, for their mutual benefit as well as for the purpose of preventing surface and underground waste, obtaining an increased recovery of Unitized Substances, (as hereinafter defined), and promoting maximum conservation, including pressure maintenance or other secondary recovery program if later determined by the Working Interest Owners to be feasible and approved by the Commissioner of Conservation, and insuring allocation to each of the interested parties its fair and equitable share of the Unitized Substances as produced and saved, it is deemed necessary and advisable that the 10,200 Foot Sand in the West Mermentau Field, Jefferson Davis Parish, Louisiana, be developed, operated and produced as a single unit, all as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

ARTICLE I

DEFINITIONS

As used in this agreement, the terms hereinafter set forth shall have the following meaning:

1.1 Unit Area, shall mean the lands underlain by the Unitized Formation situated within the West Mermentau Field, Jefferson Davis Parish, Louisiana, and listed by Tracts in Exhibit A and shown on Exhibit B. The Unit Area is subject to revision in accordance with the provisions hereof.

1.2 Unitized Formation, shall mean that subsurface portion or portions of the Unit Area commonly known or described as follows:

> The 10,200 Foot Sand in the Mermentau Field, Jefferson Davis Parish, Louisiana, is that gas and condensate bearing sand occurring between the electric log depths of 10,315 feet and 10,358 feet in General Crude Oil Company's Johnson Boudreaux Well No. 1 located in Section 39, Township 10 South, Range 3 West, West Mermentau Field, Jefferson Davis Parish, Louisiana.

1.3 Unitized Substances, shall mean and include all hydrocarbons existing in the Unitized Formation.

1.4 Working Interest Owner, shall mean any party hereto, including a carried working interest owner, holding an interest in Unitized Substances by virtue of an oil, gas and mineral lease, operating agreement, fee title or otherwise, which interest is chargeable with and obligated to pay or bear, either in cash or out of production or otherwise, all or a portion of the cost of drilling, developing, producing and operating the Unitized Formation.

1.5 Royalty Owner, shall mean any party hereto other than a Working Interest Owner who owns a right to or interest in any portion of the Unitized Substances or proceeds thereof. If the right to search for and produce Unitized Substances from any part of the Unit Area is held free of an oil, gas and mineral lease by a party who executes this agreement, such party shall be deemed to be a Working Interest Owner as to 7/8ths of the interest and a Royalty Owner as to 1/8th of the interest.

1.6 Tract, shall mean a parcel of land within the Unit Area with respect to which the Working Interest ownership, as well as the Royalty ownership, is the same throughout the entire tract. Where only a part of the land covered by any lease, assignment or conveyance is within the Unit Area, only the part thereof within the Unit Area shall be considered as a Tract. Each Tract is listed and its participation stated in Exhibit A.

1.7 Unit Operating Agreement, shall mean the agreement which shall be entered into by the Working Interest Owners who are parties to this agreement, and any amendment thereof. The rights and obligations of the Working Interest Owners as among themselves shall be goverened by the Unit Operating Agreement.

1.8 Unit Operator, shall mean the Working Interest Owner designated by this instrument to develop, operate and produce the Unitized Formation.

1.9 Tract Participation, shall mean that percentage of Unitized Substances produced from the Unitized Formation which is allocated to a Tract under this agreement as calculated in accordance with the provisions of Section 5.1 and as set forth in Exhibit A.

1.10 Unit Participation, of each Working Interest Owner shall mean the sum of the percentages obtained by multiplying such Working Interest Owner's fractional working interest in each tract by the Tract Participation of such Tract.

1.11 Outside Substances, shall mean all substances obtained from any source other than the Unitized Formation, and which are injected into the Unitized Formation.

1.12 Unitized Leases, shall mean the oil, gas and mineral leases which are unitized hereby and which are listed and described in Exhibit C.

ARTICLE 2

EXHIBITS

2.1 Exhibits. Attached hereto are the following exhibits which are expressly made a part hereof:

2.1.1 Exhibit A, is a schedule listing each Tract in the Unit Area as shown on Exhibit B and showing its surface area and Tract Participation.

2.1.2 Exhibit B, is a survey map of the West Mermentau Field, showing the boundary lines of the Unit Area and also showing the boundary lines of the Tracts thereon.

2.1.3 Exhibit C, is a schedule describing each Unitized Lease.

2.2 Reference to Exhibits. Whenever in this agreement reference is made to any of said exhibits, such reference shall mean said exhibits as originally attached hereto, or if the same have been revised, it shall mean the latest revision thereof.

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2.3 Exhibits Considered Correct. Said Exhibits for all purposes of this agreement shall be considered as true and correct unless and until they are revised or corrected as herein provided.

2.4 Correcting Errors. The shapes and descriptions of the respective Tracts have been established using the best information possible. In the event it subsequently appears that any Tract should, because of diverse royalty or working interest ownership on the effective date hereof, be divided into more than one Tract, or that any arithmetic, planimeterming, surveying, or typographical errors have been made, Unit Operator shall correct such mistake by revising the exhibits to conform to the facts. Such corrections shall not include any re-evaluation of previously established engineering or geological interpretations used in establishing Tract Participation. Each such revision of exhibits, if made after this agreement becomes effective, shall be effective at 7:00 o'clock A. M. on the first day of the calendar month next following the filing of the exhibits relating thereto. Any such revision made prior to the effective date hereof shall be effective on the effective date.

2.5 Filing Revised Exhibits. If and when the exhibits, or any revision thereof, are revised pursuant to this agreement, Unit Operator shall certify and file the revised exhibits for record in the Parish in which this agreement is filed.

ARTICLE 3

CREATION AND EFFECT OF UNIT

3.1 Leases and Other Rights Unitized. Subject to the terms and conditions of this agreement, and for developing, operating and producing purposes, the Unitized Leases listed in Exhibit C, all of the rights of the Royalty Owners in and to the lands described in Exhibit A, and all of the rights of the Working Interest Owners in and to said leases and lands are hereby pooled and unitized insofar as said respective Unitized Leases and rights pertain to the Unitized Formation and the production of Unitized Substances therefrom, all to the same extent as if the Unitized Formation had been included in a single oil, gas and mineral lease executed by all the Royalty Owners, as lessors, in favor of all the Working Interest Owners, as lessees, and as if said lease had been subject to all of the terms and conditions of this agreement.

3.2 Amendment of Unitized Leases. The terms and provisions of the various Unitized Leases, agreements of other instruments covering the respective Tracts are hereby amended to the extent necessary to make them conform to the terms and provisions of this agreement, but otherwise are to remain in full force and effect.

3.3 Continuation of Unitized Leases and Other Agreements. Operations, including drilling or reworking operations, conducted with respect to the Unitized Formation on any part of the Unit Area, or production of Unitized Substances from any part of the Unit Area, shall, except for the purpose of determining payments to Royalty Owners, be considered as operations upon or production from each Tract and such operations or production shall continue in force and effect each Unitized Lease or other agreement relating to mineral operations and participation in mineral production just as if such operation had been conducted and a well had been drilled on and was producing from each such tract. Each such Unitized Lease and other agreement shall remain in force and effect so long as this agreement remains in force and effect and as long thereafter as same are kept in effect by the terms and provisions thereof. It is further provided that, as to any Unitized Lease or other agreement affecting lands partly within and partly without the Unit Area and in the absence of a specific agreement to the contrary, unit operations or production shall serve to maintain each Unitized Lease or other agreement in force both as to that portion of the land situated within the geographical boundaries of the Unit

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Area and as to the land lying outside of said Unit Area; but the rights and obligations of the parties to each Unitized Lease or other agreement, as to such outside acreage, shall in all other respects be governed by the provisions of said Unitized Lease or other agreement, or in the absence of any pertinent provisions, by the law of Louisiana.

3.4 Titles Unaffected by Unitization. Nothing herein shall be construed to result in the transfer of title to Oil and Gas Rights covered hereby by any party hereto to any other party or to Unit Operator. The intention is to provide for the cooperative development and operation of the Tracts and for the sharing of Unitized Substances as herein provided. Each Royalty Owner shall have the right to sell, alienate or encumber all or any part of his interest in any portion of the lands within the Unit Area without the joinder of the others, subject, however, to the provisions of this agreement.

3.5 Secondary Recovery. In the event Working Interest Owners should determine that a program of pressure maintenance or other secondary recovery program is desirable, all parties hereto agree that the same may be initiated, including the injection of Outside Substances, upon application by Unit Operator to the Commissioner of Conservation, legal notice and public hearing, and after approval by the Commissioner of Conservation. Royalties, overriding royalties, payments on production and other payments on Outside Substances shall be paid under the applicable lease or leases to the parties lawfully entitled thereto at the time such Outside Substances are initially produced. No royalties, overriding royalties, payments on production or other payments shall be due or payable on injected Outside Substances at the time such injected Outside Substances are ultimately produced and sold or used, except that any liquid hydrocarbons which may be separated, extracted or otherwise recovered and saved shall be deemed to be Unitized Substances hereunder, and royalties, overriding royalties, payments on production and other payments shall be paid thereon as and when such liquid hydrocarbons are so separated, extracted, or otherwise recovered and saved. In the event such injected Outside Substances, when produced and sold or used, cannot be distinguished from Unitized Substances, then until such time as the volume of such injected Outside Substances produced and sold or used from the Unitized Formation equals the total volume of such injected Outside Substances theretofore injected, one hundred percent (100%) of the substances produced from the Unitized Formation comparable in nature to such injected Outside Substances shall be deemed to be Outside Substances.

ARTICLE 4

UNIT OPERATOR AND OPERATIONS

4.1 Unit Operator. Midwest Oil Corporation is hereby designated as the Unit Operator. Unit Operator shall have, subject to the terms, provisions and limitations expressed in the Unit Operating Agreement, the exclusive right to develop and operate the Unit Area for the production of Unitized Substances. Such development and operations shall be conducted in conformity with the provisions of this agreement and the Unit Operating Agreement and all applicable State and Federal laws, rules and regulations. In the event of any conflict between the two agreements, this agreement shall govern. Nothing contained in said Unit Operating Agreement shall affect or modify the rights of Royalty Owners under this Unit Agreement or under the pertinent Unitized Leases affecting the rights of such Royalty Owners.

4.2 Operating Methods. To the end that the quantity of Unitized Substances ultimately recoverable may be increased and waste prevented, Unit Operator shall conduct unit operations with diligence and in accordance with good engineering and production practices.

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4.3 Protection from Drainage. Unit Operator shall, to the extent required by the Unitized Leases, protect the Unitized Formation underlying the Unit Area from actual drainage by any well or wells located upon adjacent or nearby property outside of the Unit Area, whether owned by any Royalty Owner or not, as would a reasonable and prudent operator under the same or similar circumstances.

ARTICLE 5

TRACT PARTICIPATION

5.1 Tract Participation. All unit production of Unitized Substances produced from Unit Area will be apportioned among and allocated to each tract in the Unit Area in the proportion that the surface area of each tract in the Unit Area bears to the entire surface area of the entire Unit Area, the participation of each tract heing shown on Exhibit A hereof. For all purposes hereof, and in connection with the acreage participation and the allocation of Unitized Substances from the Unit Area to the separate tracts in the Unit Area, the acreage participation shown on Exhibit A is accepted and approved and is binding on all parties hereto. The names used for the various tracts are used for purposes of identification only and do not attempt to set forth the names of all owners of interests in said tracts.

ARTICLE 6

ALLOCATION OF UNITIZED SUBSTANCES

6.1 Allocation to Tracts. All Unitized Substances produced and saved shall be apportioned among and allocated to the several Tracts within the Unit Area in accordance with the respective Tract Participation effective hereunder during the respective periods such Unitized Substances were produced, as set forth in Exhibit A. The amount of Unitized Substances so allocated to each Tract, and only that amount, regardless of whether it be more or less than the amount of the actual production of Unitized Substances from the well or wells, if any, on such Tract shall, for all intents, uses and purposes, be deemed to have been produced from such Tract.

6.2 Distribution Within Tracts. The Unitized Substances allocated to each Tract shall be distributed among, or accounted for to, the parties entitled to share in the production from such Tract in the same manner, in the same proportions, and upon the same conditions as they would have participated and shared in the production from such Tract, or in the proceeds thereof, had this agreement not been entered into and with the same legal force and effect.

6.3 Payment of Royalty. Royalties payable to the Royalty Owners shall be paid on the basis set forth in the Unitized Lease and contract or contracts covering the Tract in which each Royalty Owner owns an interest and said interest shall be paid and satisfied out of the proceeds of Unitized Substances allocated to the particular Tract involved.

For example, if a Unitized Lease provides for a 1/8th royalty, the Royalty Owner under such lease shall be entitled to 1/8th of the proceeds of Unitized Substances allocated to the Tract in question on the basis set forth in the lease.

In the event the ownership of the royalty, overriding royalty or production payment in any Tract should become divided in such manner that one or more portions of such Tract are subject to different ownerships from one or more of the other portions of the same Tract, all royalty, overriding royalties or production payments on Unitized Substances shall, in the absence of a recorded agreement among all Royalty Owners fixing the division of Ownership

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thereof, a certified copy of which has been furnished to the Working Interest Owner, be divided among such respective portions in the proportion that the number of surface acres in any such portion bears to the total number of surface acres in such Tract.

ARTICLE 7

USE OF UNITIZED SUBSTANCES

7.1 Use of Unitized Substances. Unit Operator may use as much, but only as much, of the Unitized Substances as it deems reasonably necessary for the operation and development of the Unitized Formation.

ARTICLE 8

TITLES

8.1 Working Interest Titles. If title to a working interest fails, the rights and obligations as between the Working Interest Owners in respect thereto shall be governed by the Unit Operating Agreement.

8.2 Royalty Owner Titles. If title to a royalty interest fails, the party whose title failed shall not be entitled to share hereunder, in respect to such interest.

ARTICLE 9

USE OF SURFACE

9.1 Grant of Surface Rights. The parties hereto, to the extent of their rights and interests, hereby grant to Unit Operator the right to use as much of the surface of the land within the Unit Area as may be reasonably necessary for the operation and development of the Unitized Formation hereunder; provided that nothing herein shall be construed as leasing or otherwise conveying to Unit Operator a site for a processing plant or camp site; and provided further that nothing herein shall be construed as granting to Unit Operator any greater rights as to the use of the surface of any Tract than are provided for in the lease or leases covering such Tract.

9.2 Use of Water. Unit Operator shall have free use of water from the Unit Area for operations hereunder except water from Royalty Owners' fresh water wells, private lakes, ponds, or irrigation ditches.

9.3 Surface Damages. Working Interest Owner through the Unit Operator shall pay the rightful owners for damages to any Tract in the Unit Area resulting from operations hereunder as may be provided for in the lease or leases covering such Tract.

ARTICLE 10

REVISIONS

10.1 Revisions of Unit Area and Tract Participations. In the event additional engineering and geological data become available from the drilling of a new well, which in the good faith opinion of any interested party, based on good engineering and geological parctices, justifies a revision of the Unit Area and/or the Tract Participations, said interested party shall have the right to effect such a revision through the proper application and orders issued pursuant therewith by the Commissioner of Conservation after proper legal notice and public hearing; provided, however, no Tract or Tracts or portion or portions thereof shall be thereby excluded from participation hereunder on account of depletion of Unitized Substances.

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10.2 Effect of Revisions. There shall never be any retroactive allocation of interests in the Unitized Substances produced, or proceeds thereof, by reason of any revision.

10.3 Revision of Exhibits. In the event of any revision of the Unit Area or of the Tract Participations, Unit Operator shall revise Exhibits A, B accordingly and record such revised exhibits in the Parish records.

10.4 Effective Date of Revisions. The effective date of any revision shall be as specified in the order or orders issued by the Commissioner of Conservation.

10.5 Permission to Correct Errors. It is specifically agreed that nothing contained in this Article 10 shall ever be construed to prohibit or prevent the correction of errors in the manner provided for in Article 2.4 hereof.

ARTICLE 11

TRANSFER OF INTEREST

11.1 Agreement is a Covenant. All of the terms and provisions of this agreement shall extend to, be binding upon and inure to the benefit of the respective heirs, devisees, legal representatives, successors and assigns of the parties hereto, and shall constitute a covenant running with the lands, leases and interests covered hereby.

11.2 Effect of Transfers. Any transfer, assignment or conveyance of all or any part of any interest owned by any party hereto with respect to any Tract shall be made expressly subject to this agreement. No such transfer, assignment or conveyance shall be binding for any purpose upon any party hereto other than the party so conveying the same, until the first day of the calendar month next succeeding the date of receipt by Unit Operator of a certified copy of the recorded instrument evidencing such change in ownership.

11.3 Waiver of Rights to Partition. Each party hereto covenants that, during the existence of this agreement, such party shall not resort to any action at law or inequity to partition the Unit Area or the facilities used in the development or operation threrof and to that extent waives the benefits of all laws authorizing such partition.

ARTICLE 12

RELATIONSHIP OF PARTIES

12.1 No Partnership. The duties, obligations and liabilities of the parties hereto are intended to be several and not joint or collective, and nothing herein contained shall ever be construed to create an association, trust, or impose a partnership duty, obligation or liability with regard to any one or more of the parties hereto. Each party hereto shall be individually responsible for its own obligations as herein provided.

12.2 Royalty Owners Free of Costs. It is understood and agreed that this agreement shall never be construed as imposing upon any Royalty Owner any obligation to pay for any development, operating or producing expense unless such Royalty Owner is obligated to pay for same by the terms of agreements existing before the execution of this agreement.

12.3 Tract Boundaries. The execution of this agreement by any Royalty Owner shall not have the effect of recognizing the ownership or boundary of any other Royalty Owner who may execute this agreement.

ARTICLE 13

LAWS AND REGULATIONS

13.1 Laws and Regulations. This agreement shall be subject to the conservation laws of the State of Louisiana, to the valid rules, regulations and orders of the Commissioner of Conservation of the State of Louisiana and to all other applicable federal, state and municipal laws, rules, regulations, and orders. It is not the intention of this agreement to limit, restrict or prorate unit production, it being recognized that such powers are exclusively exercised by governmental authority.

ARTICLE 14

FORCE MAJEURE

14.1 Force Majeure. All obligations of each party hereto as to the Unitized Formation, except for the payment of money, shall be suspended while said party is prevented from complying therewith in whole or in part, by strikes, fire, war, civil distrubances, acts of God, federal, state or municipal laws, orders or regulations, inability to secure materials or other causes beyond the reasonable control of said party; provided, however, that performance shall be resumed within a reasonable time after such cause has been removed; and provided further that no party shall be required against its will to adjust or settle any labor dispute.

ARTICLE 15

EFFECTIVE DATE

15.1 Effective Date. This agreement shall be immediately binding on each party upon execution of the original or a counterpart thereof, but shall become effective as of the effective date of the order issued by the Conservation Commissioner of the State of Louisiana establishing the Unit Area.

ARTICLE 16

TERM

16.1 Term. The term of this agreement shall be for and during the time that Unitized Substances are produced in paying quantities or Unit Area drilling, reworking or other operations are prosecuted without cessation for more than ninety (90) consecutive days and until termination is ordered by the Commissioner of Conservation after proper legal notice and public hearing.

16.2 Effect of Termination. Upon termination of this agreement, the further development and operation of the Unit Area as a unit shall be abandoned, unit operations shall cease, and thereafter the parties hereto shall be governed by the terms and provisions of the leases and contracts affecting the separate Tracts just as if this agreement had never been entered into.

16.3 Salvaging Equipment upon Termination. If not otherwise covered by the leases unitized under this agreement, Royalty Owners hereby grant Working Interest Owners a period of six (6) months after termination of this agreement in which to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

ARTICLE 17

COMMISSIONER OF CONSERVATION

17.1 Commissioner of Conservation of the State of Louisiana. Upon execution of this agreement by a minimum of 75% in interest of the Royalty Owners

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and 75% in interest of the Working Interest Owners, based on the Tract Participations set forth in Exhibit A, the Unit Operator, pursuant to the provisions of Act 441 of 1960, by the Legislature of the State of Louisiana, and any amendments thereto hereinbefore or hereinafter enacted, shall apply to the Commissioner of Conservation for issuance of a formal order, after public hearing, based on legal notice, establishing the Unit Area shown on Exhibit B as a single unit for the exploration for and production of Unitized Substances from the Unitized Formation, unitizing and integrating all interests therein, and approving and adopting this agreement and the Tract Participations as set forth in Exhibit A.

If the aforementioned hearing results in an order by the Commissioner of Conservation denying the application of the Unit Operator, then the Unit Operator thereafter shall have a period of ninety (90) days after the date of such order within which to make reapplication to the Commissioner, if in the opinion of the Working Interest Owners there is sufficient different or additional information or data available to warrant the reapplication. Such reapplication for hearing shall be made for the same purposes and in the same manner as heretofore prescribed for the first hearing. If such reapplication is not made within the said ninety (90) day period, or if the reapplication is denied, then this agreement shall thereupon be null and void at the end of said ninety (90) day period, or the effective date of the denial, whichever date comes first, thus placing the parties hereto in their former status.

17.2 Revision by Commissioner. The Commissioner of Conservation may not alter or revise the Unit Area and/or the Tract Participations in the absence of additional geological or engineering data from the drilling of a new well which require that such changes be made, and then only after public hearing based upon legal notice and subject always to the limitations set forth in Article 10.1 hereof.

ARTICLE 18

COUNTERPART

18.1 Separate Counterparts or Ratifications. This Agreement may be executed in any number of counterparts and each counterpart shall have the same force and effect as an original instrument and as if all of the parties to the aggregate counterparts had signed the same instrument. Unit Operator is hereby authorized to assemble and combine, for recordation purposes, all signature pages so as to make up one completely executed agreement effective as set out in Article 15.1 above. This agreement may be ratified by a separate instrument in writing referring to this agreement. Each such ratification shall have the force and effect of an executed counterpart hereof and of adopting by reference all of the provisions herof.

18.2 Binding Effect. This agreement shall be binding upon each party executing the same even though not executed by all Royalty Owners in the Unit Area.

ARTICLE 19

AMENDMENTS

19.1 Amendments Affecting Working Interest Owners. Amendments hereto relating wholly to Working Interest Owners may be made if signed by all Working Interest Owners.

Exhibit D
Castex Development - Title and Lease History - 000475

IN WITNESS WHEREOF, the parties hereto have executed this agreement upon the respective dates indicated opposite their respective signatures.

WITNESSES: DATE: WORKING INTEREST OWNERS:

[signature] September 27, 1971 MIDWEST OIL CORPORATION

[signature] By [signature] Vice President

ATTEST: [signature] Assistant Secretary

_____ _____ SAMEDAN OIL CORPORATION

_____ By _____

ATTEST: _____

_____ _____ NEWMONT OIL COMPANY

_____ By _____

ATTEST: _____

_____ _____ TEXACO INC.

_____ By _____

_____ _____ DELTA DRILLING COMPANY

_____ By _____

ATTEST: _____

_____ _____ _____

SAM NOBLE

_____

Exhibit D
Castex Development - Title and Lease History - 000476

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IN WITNESS WHEREOF, the parties hereto have executed this agreement upon the respective dates indicated opposite their respective signatures.

WITNESSES:	DATE:	WORKING INTEREST OWNERS:
_____	_____	MIDWEST OIL CORPORATION
_____		By_____
	ATTEST:	_____
_____	_____	SAMEDAN OIL CORPORATION
_____		By_____
	ATTEST:	_____
_____	_____	NEWMONT OIL COMPANY
_____		By_____
	ATTEST:	_____
Linda C. Stange	September 16, 1971	TEXACO INC.
Betty C. Manning		By_____
_____	_____	DELTA DRILLING COMPANY
_____		By_____
	ATTEST:	_____
_____	_____	_____
		SAM NOBLE
_____		

Exhibit D
Castex Development - Title and Lease History - 000477

WITNESSES: DATE: WORKING INTEREST OWNERS

Jean Boudreaux 9-13-71 MAR-LOW CORPORATION

Laura A. Lavenda

By Russell L. Lowry, President

ATTEST: Marilyn M. Lowry

Exhibit D
Castex Development - Title and Lease History - 000478

WITNESSES: DATE: WORKING INTEREST OWNERS:

Melba L. Hayes September 14, 1971 GENERAL CRUDE OIL COMPANY

Clarice Kablich

By J. W. Cutbirth
J. W. CUTBIRTH
Vice President

ATTEST: F. A. Eudy
F. A. EUDY
Assistant Secretary

GENERAL AMERICAN OIL COMPANY OF TEXAS

By _____

ATTEST: _____

VALOR LAND AND EXPLORATION COMPANY

By _____

ATTEST: _____

PATRICK B. GIBBONS, III

WARREN J. PINNEY, JR.

YATES DRILLING COMPANY

By _____

ATTEST: _____

MARTIN YATES, III

Exhibit D
Castex Development - Title and Lease History - 000479

WITNESSES: DATE: WORKING INTEREST OWNERS:

GENERAL CRUDE OIL COMPANY

By_____

ATTEST: _____

GENERAL AMERICAN OIL COMPANY OF TEXAS

By_____

ATTEST: _____

Asta Hughes Carl Hall — October 4, 1971

VALOR LAND AND EXPLORATION COMPANY

By J. Dean Soape, President

ATTEST: _____

PATRICK B. GIBBONS, III

WARREN J. PINNEY, JR.

YATES DRILLING COMPANY

By_____

ATTEST: _____

MARTIN YATES, III

Exhibit D
Castex Development - Title and Lease History - 000480

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IN WITNESS WHEREOF, the parties hereto have executed this agreement upon the respective dates indicated opposite their respective signatures.

WITNESSES:	DATE:	WORKING INTEREST OWNERS:
_____	_____	MIDWEST OIL CORPORATION
_____		By_____
	ATTEST:	_____
_____	_____	SAMEDAN OIL CORPORATION
_____		By_____
	ATTEST:	_____
_____	_____	NEWMONT OIL COMPANY
_____		By_____
	ATTEST:	_____
_____	_____	TEXACO INC.
_____		By_____
_____	_____	DELTA DRILLING COMPANY
_____		By_____
	ATTEST:	_____
Robert Babin	9/22/71	_____
Beverly Babin		SAM NOBLE

Exhibit D
Castex Development - Title and Lease History - 000481

WITNESSES: DATE: WORKING INTEREST OWNERS:

_____ _____ GENERAL CRUDE OIL COMPANY

_____ By_____

ATTEST: _____

_____ _____ GENERAL AMERICAN OIL COMPANY OF TEXAS

_____ By_____

ATTEST: _____

_____ _____ VALOR LAND AND EXPLORATION COMPANY

_____ By_____

ATTEST: _____

_____ _____ _____
PATRICK B. GIBBONS, III

_____

_____ _____ _____
WARREN J. PINNEY, JR.

_____

Juanita Goodlett Sept. 24, 1971 YATES DRILLING COMPANY
Edna Heckel

By F. H. Yates
President

ATTEST: _____
Assistant Secretary

Juanita Goodlett Sept. 24, 1971 _____
Edna Heckel MARTIN YATES, III

Exhibit D
Castex Development - Title and Lease History - 000482

IN WITNESS WHEREOF, the parties hereto have executed this agreement upon the respective dates indicated opposite their respective signatures.

WITNESSES:	DATE:	WORKING INTEREST OWNERS:
_____	_____	MIDWEST OIL CORPORATION
_____		By _____
	ATTEST:	_____
Imelda DeVaughn	9-10-71	SAMEDAN OIL CORPORATION
Nadine Beckwith		By _____ Vice President
	ATTEST:	_____ Secretary
_____	_____	NEWMONT OIL COMPANY
_____		By _____
	ATTEST:	_____
_____	_____	TEXACO INC.
_____		By _____
_____	_____	DELTA DRILLING COMPANY
_____		By _____
	ATTEST:	_____
_____	_____	_____
_____		SAM NOBLE

Exhibit D
Castex Development - Title and Lease History - 000483

IN WITNESS WHEREOF, the parties hereto have executed this agreement upon the respective dates indicated opposite their respective signatures.

WITNESSES:	DATE:	WORKING INTEREST OWNERS:
_____	_____	MIDWEST OIL CORPORATION
_____		By_____
	ATTEST:	_____
_____	_____	SAMEDAN OIL CORPORATION
_____		By_____
	ATTEST:	_____
_____	_____	NEWMONT OIL COMPANY
_____		By_____
	ATTEST:	_____
_____	_____	TEXACO INC.
_____		By_____
Nora R. Thomas	Sept. 8, 1971	DELTA DRILLING COMPANY
Jackie Rawlins		By Keating C. Byrne Vice President
	ATTEST:	P. M. Packwell Assistant Secretary
_____	_____	_____
_____		SAM NOBLE

Exhibit D
Castex Development - Title and Lease History - 000484

IN WITNESS WHEREOF, the parties hereto have executed this agreement upon the respective dates indicated opposite their respective signatures.

WITNESSES:	DATE:	WORKING INTEREST OWNERS:
_____	_____	MIDWEST OIL CORPORATION
_____		By_____
	ATTEST:	_____
_____	_____	SAMEDAN OIL CORPORATION
_____		By_____
	ATTEST:	_____
/Frank Johnson	9-17-71	NEWMONT OIL COMPANY
		By Vice President
	ATTEST:	Assistant Secretary
_____	_____	TEXACO INC.
_____		By_____
_____	_____	DELTA DRILLING COMPANY
_____		By_____
	ATTEST:	_____
_____	_____	_____
		SAM NOBLE
_____		

WITNESSES: DATE: WORKING INTEREST OWNERS:

_____ _____ GENERAL CRUDE OIL COMPANY

_____ By_____

ATTEST: _____

_____ _____ GENERAL AMERICAN OIL COMPANY OF TEXAS

_____ By_____

ATTEST: _____

_____ _____ VALOR LAND AND EXPLORATION COMPANY

_____ By_____

ATTEST: _____

Neil C Newman Sept 3, 1971 Patrick B. Gibbons III
PATRICK B. GIBBONS, III

Deborah A Laiveman

_____ _____ _____
WARREN J. PINNEY, JR.

_____

Exhibit D
Castex Development - Title and Lease History - 000486

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WITNESSES: DATE: WORKING INTEREST OWNERS:

_____ _____ GENERAL CRUDE OIL COMPANY

_____ By_____

ATTEST: _____

_____ _____ GENERAL AMERICAN OIL COMPANY OF TEXAS

_____ By_____

ATTEST: _____

_____ _____ VALOR LAND AND EXPLORATION COMPANY

_____ By_____

ATTEST: _____

_____ _____ _____

PATRICK B. GIBBONS, III

_____

SEPT. 1, 1971 Warren B. Pinney, Jr.

WARREN B. PINNEY, JR.

Exhibit D
Castex Development - Title and Lease History - 000487

WITNESSES:	DATE:	ROYALTY OWNERS:
Jeannette Fremaux Geraldine VanHook	October 12, 1971	Mark A. Boudreaux Mark A. Boudreaux
Jeannette Fremaux Geraldine VanHook	October 12, 1971	Beulah Blanche Bourdier Beulah Blanche Bourdier
Jeannette Fremaux Geraldine VanHook	October 12, 1971	Castex M. Boudreaux (By) Mona Castex M. Boudreaux Castex M. Boudreaux
Jeannette Fremaux Geraldine VanHook	October 12, 1971	Reuben Raymond Bruce Reuben Raymond Bruce
Jeannette Fremaux Geraldine VanHook	October 12, 1971	Worrell B. Johnson Worrell B. Johnson
Jeannette Fremaux Geraldine VanHook	October 12, 1971	Mrs. Grace Johnson Miller Mrs. Grace Johnson Miller
Jeannette Fremaux Geraldine VanHook	October 12, 1971	Albert Sidney Johnson, Jr. Albert Sidney Johnson, Jr.
Jeannette Fremaux Geraldine VanHook	October 12, 1971	Mrs. Ora Johnson Miguez Mrs. Ora Johnson Miguez
Jeannette Fremaux Geraldine VanHook	October 12, 1971	O. W. Johnson, Jr. O. W. Johnson, Jr.
Jeannette Fremaux Geraldine VanHook	October 12, 1971	Richard W. Johnson Richard W. Johnson
Jeannette Fremaux Geraldine VanHook	October 12, 1971	Yvette Marie Boudreaux Miller Yvette Marie Boudreaux Miller

Exhibit D
Castex Development - Title and Lease History - 000488

620

STATE OF Colorado

County OF Denver

On this 27th day of September, 1971, before me appeared R. W. Cottrell, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Midwest Oil Corporation and that the foregoing instrument was signed in 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.

Virginia J. Miller
NOTARY PUBLIC
My Commission expires January 23, 1974

STATE OF _____

_____ OF _____

On this _____ day of _____ 1971, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

STATE OF _____

_____ OF _____

BEFORE ME, the undersigned authority, on this day personally came and appeared _____, who, being sworn, acknowledged that he executed the above and foregoing instrument as a subscribing witness, and that it was executed by

_____

_____

in his presence and in the presence of the other subscribing witness.

_____

SWORN TO AND SUBSCRIBED before me, Notary Public, this _____ day of _____, 1971.

_____
NOTARY PUBLIC

STATE OF Louisiana

Parish OF Orleans

On this 16th day of September, 1971, before me appeared A. M. SHOUK, to me personally known, who, being by me duly sworn, did say that he is the Attorney in Fact of TEXACO INC and that the foregoing instrument was signed in 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.

ROGER J. KELLER
Notary Public, Parish of Orleans, State of La.
My Commission is issued for life

NOTARY PUBLIC

STATE OF _____

_____ OF _____

On this _____ day of _____ 1971, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

STATE OF _____

_____ OF _____

BEFORE ME, the undersigned authority, on this day personally came and appeared _____, who, being sworn, acknowledged that he executed the above and foregoing instrument as a subscribing witness, and that it was executed by

_____

_____

in his presence and in the presence of the other subscribing witness.

_____

SWORN TO AND SUBSCRIBED before me, Notary Public, this _____ day of _____, 1971.

_____
NOTARY PUBLIC

622

STATE OF LOUISIANA

PARISH OF LAFAYETTE

On this 13th day of September, 1971, before me appeared RUFFIN T. LOWRY, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of MAR-LOW CORPORATION and that the foregoing instrument was signed in 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

STATE OF _____

_____ OF _____

On this _____ day of _____ 1971, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

STATE OF _____

_____ OF _____

BEFORE ME, the undersigned authority, on this day personally came and appeared _____, who, being sworn, acknowledged that he executed the above and foregoing instrument as a subscribing witness, and that it was executed by

_____

_____

in his presence and in the presence of the other subscribing witness.

_____

SWORN TO AND SUBSCRIBED before me, Notary Public, this _____ day of _____, 1971.

_____
NOTARY PUBLIC

STATE OF Texas

County OF Harris

On this 14th day of September, 1971, before me appeared J. W. CUTBIRTH, to me personally known, who, being by me duly sworn, did say that he is the VICE-PRESIDENT of GENERAL CRUDE OIL CO. and that the foregoing instrument was signed in 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.

My Commission Expires 6-1-73

Roselle Davisson
NOTARY PUBLIC ROSELLE DAVISSON

STATE OF _____

_____ OF _____

On this _____ day of _____ 1971, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

STATE OF _____

_____ OF _____

BEFORE ME, the undersigned authority, on this day personally came and appeared _____, who, being sworn, acknowledged that he executed the above and foregoing instrument as a subscribing witness, and that it was executed by

_____

_____

in his presence and in the presence of the other subscribing witness.

_____

SWORN TO AND SUBSCRIBED before me, Notary Public, this _____ day of _____, 1971.

_____
NOTARY PUBLIC

624

STATE OF Texas

County OF Harris

On this 4th day of October, 1971, before me appeared G. Dean Soape, to me personally known, who, being by me duly sworn, did say that he is the President of Valor Land & Exploration Company and that the foregoing instrument was signed in 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.

Josephine Smith
NOTARY PUBLIC

STATE OF _____

_____ OF _____

On this ____ day of _____ 1971, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

STATE OF _____

_____ OF _____

BEFORE ME, the undersigned authority, on this day personally came and appeared _____, who, being sworn, acknowledged that he executed the above and foregoing instrument as a subscribing witness, and that it was executed by _____ in his presence and in the presence of the other subscribing witness.

_____

SWORN TO AND SUBSCRIBED before me, Notary Public, this _____ day of _____, 1971.

_____
NOTARY PUBLIC

STATE OF _____

_____ OF _____

On this _____ day of _____, 1971, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ _____ of _____ and that the foregoing instrument was signed in 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

STATE OF Oklahoma
County OF Carter

On this 22nd day of September 1971, before me personally appeared Sam Noble, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

My Commission Expires:
Dec. 28, 1971

Bobbie H. Cunningham
NOTARY PUBLIC

STATE OF _____

_____ OF _____

BEFORE ME, the undersigned authority, on this day personally came and appeared _____, who, being sworn, acknowledged that he executed the above and foregoing instrument as a subscribing witness, and that it was executed by _____ _____ in his presence and in the presence of the other subscribing witness.

_____

SWORN TO AND SUBSCRIBED before me, Notary Public, this _____ day of _____, 1971.

_____
NOTARY PUBLIC

STATE OF New Mexico

County OF EDDY

On this 24th day of September, 1971, before me appeared S. P. YATES, to me personally known, who, being by me duly sworn, did say that he is the President of YATES DRILLING COMPANY and that the foregoing instrument was signed in 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.

My commission expires:
Nov. 30, 1973

Carl A. Schillinger
NOTARY PUBLIC

STATE OF New Mexico

County OF EDDY

On this 24th day of September 1971, before me personally appeared Martin Yates III, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

My commission expires:
Nov. 30, 1973

Carl A. Schillinger
NOTARY PUBLIC

STATE OF _____

_____ OF _____

BEFORE ME, the undersigned authority, on this day personally came and appeared _____, who, being sworn, acknowledged that he executed the above and foregoing instrument as a subscribing witness, and that it was executed by

_____

_____

in his presence and in the presence of the other subscribing witness.

_____

SWORN TO AND SUBSCRIBED before me, Notary Public, this _____ day of _____, 1971.

_____

NOTARY PUBLIC

STATE OF Oklahoma

County OF Carter

On this 10th day of September, 1971, before me appeared Thomas C. Price, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Samedan Oil Corporation and that the foregoing instrument was signed in 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.

My Commission Expires:
November 18, 1974

Ann Singleton
NOTARY PUBLIC

STATE OF _____

_____ OF _____

On this _____ day of _____ 1971, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

STATE OF _____

_____ OF _____

BEFORE ME, the undersigned authority, on this day personally came and appeared _____, who, being sworn, acknowledged that he executed the above and foregoing instrument as a subscribing witness, and that it was executed by

_____

_____

in his presence and in the presence of the other subscribing witness.

_____

SWORN TO AND SUBSCRIBED before me, Notary Public, this _____ day of _____, 1971.

_____
NOTARY PUBLIC

628

STATE OF Texas

County OF Smith

On this 8th day of September, 1971, before me appeared Rufus V. Zepp, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Delta Drilling Company and that the foregoing instrument was signed in 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.

Helen Crites
NOTARY PUBLIC

STATE OF _____

_____ OF _____

On this _____ day of _____ 1971, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

STATE OF _____

_____ OF _____

BEFORE ME, the undersigned authority, on this day personally came and appeared _____, who, being sworn, acknowledged that he executed the above and foregoing instrument as a subscribing witness, and that it was executed by

_____

_____

in his presence and in the presence of the other subscribing witness.

_____

SWORN TO AND SUBSCRIBED before me, Notary Public, this _____ day of _____, 1971.

_____
NOTARY PUBLIC

STATE OF Texas
County OF Harris

On this 17th day of September, 1971, before me appeared Jesse L. George, Jr., to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Beaumont Oil Company and that the foregoing instrument was signed in 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.

Ann Jeanette Callier
NOTARY PUBLIC
ANN JEANETTE CALLIER
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973
Bonded By Alexander Lovett, Lawyers Surety Corp.

STATE OF _____

_____ OF _____

On this _____ day of _____ 1971, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

STATE OF _____

_____ OF _____

BEFORE ME, the undersigned authority, on this day personally came and appeared _____, who, being sworn, acknowledged that he executed the above and foregoing instrument as a subscribing witness, and that it was executed by

_____

_____

in his presence and in the presence of the other subscribing witness.

_____

SWORN TO AND SUBSCRIBED before me, Notary Public, this _____ day of _____, 1971.

_____
NOTARY PUBLIC

630

STATE OF _____

_____ OF _____

On this _____ day of _____, 1971, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ _____ of _____ and that the foregoing instrument was signed in 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

STATE OF Texas
County OF Dallas

On this 3rd day of September 1971, before me personally appeared PATRICK B GIBBONS III, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Kay Mercer KAY MERCER
NOTARY PUBLIC

STATE OF _____

_____ OF _____

BEFORE ME, the undersigned authority, on this day personally came and appeared _____, who, being sworn, acknowledged that he executed the above and foregoing instrument as a subscribing witness, and that it was executed by _____ _____ in his presence and in the presence of the other subscribing witness.

_____

SWORN TO AND SUBSCRIBED before me, Notary Public, this _____ day of _____, 1971.

_____
NOTARY PUBLIC

STATE OF _____

_____ OF _____

On this _____ day of _____, 1971, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ _____ of _____ and that the foregoing instrument was signed in 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

STATE OF TEXAS

COUNTY OF DALLAS

On this 3RD day of SEPTEMBER 1971, before me personally appeared WARREN B. PINNEY, JR., to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Marcia H. Jackson
NOTARY PUBLIC

STATE OF _____

_____ OF _____

BEFORE ME, the undersigned authority, on this day personally came and appeared _____, who, being sworn, acknowledged that he executed the above and foregoing instrument as a subscribing witness, and that it was executed by _____ _____ in his presence and in the presence of the other subscribing witness.

_____

SWORN TO AND SUBSCRIBED before me, Notary Public, this _____ day of _____ _____, 1971.

_____
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

BEFORE ME, the undersigned authority, on this day personally came and appeared JENNETTE FREMAUX, who, being sworn, acknowledged that he executed the above and foregoing instrument as a subscribing witness, and that it was executed by MARK A. BOUDREAUX, BEULAH BLANCHE BOURDIER, MERS. CASTEX M. BOUDREAUX, REUBEN RAYMOND BRUCE, WORRELL B. JOHNSON, MRS. GRACE JOHNSON MILLER, in his presence and in the presence of the other subscribing witness.

Jennette Fremaux

SWORN TO AND SUBSCRIBED before me, Notary Public, this 12th day of October, 1971.

NOTARY PUBLIC
Herschel Norris Knight
Attorney-Notary Public
Commission for Life

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

On this _____ day of _____ 1971, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

BEFORE ME, the undersigned authority, on this day personally came and appeared JENNETTE FREMAUX, who, being sworn, acknowledged that he executed the above and foregoing instrument as a subscribing witness, and that it was executed by ALBERT SIDNEY JOHNSON, JR., MRS. ORA JOHNSON MIGUEZ, O. W. JOHNSON, JR. RICHARD W. JOHNSON, YVETTE MARIE BOUDREAUX MILLER in his presence and in the presence of the other subscribing witness.

Jennette Fremaux

SWORN TO AND SUBSCRIBED before me, Notary Public, this 12th day of October, 1971.

NOTARY PUBLIC
Herschel Norris Knight
Attorney-Notary Public
Commission for Life

EXHIBIT "A"

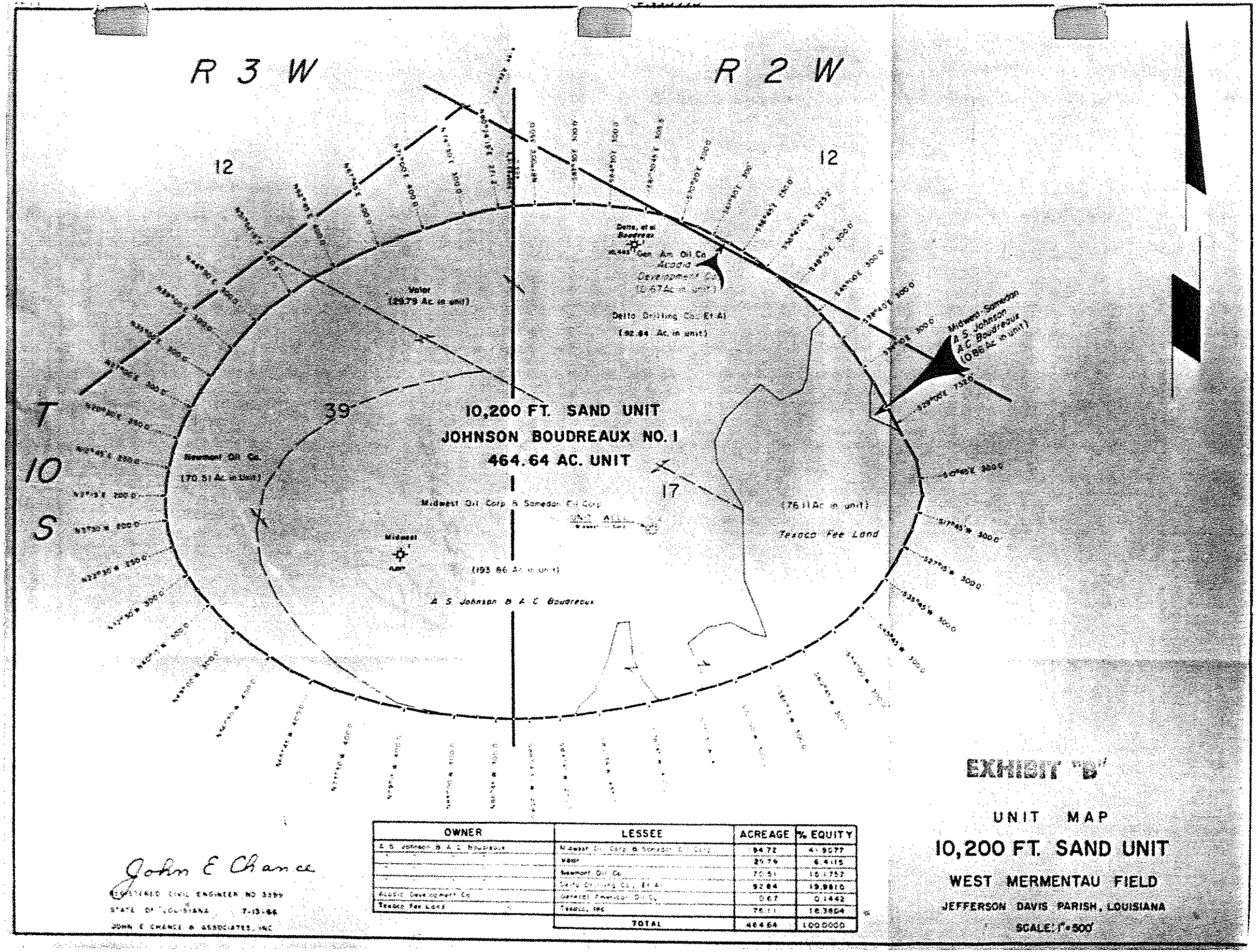
Attached to and made a part of Unit Agreement dated September 1, 1971, for the 10,200 Foot Sand, West Mermentau Field, Jefferson Davis Parish, Louisiana

TRACT PARTICIPATION

Tract No.	Owner	Lessee	Acreage	Participation
1	Johnson-Boudreaux	Midwest, et al	193.86	41.7226
2	Johnson-Boudreaux	Midwest, et al	0.86	0.1851
3	Johnson-Boudreaux	Newmont	70.51	15.1752
4	Johnson-Boudreaux	Delta Drilling, et al	92.84	19.9810
5	Acadia Development	General American	0.67	0.1442
6	Texaco Fee	Texaco Inc.	76.11	16.3804
7	Johnson-Boudreaux	Valor Land & Expl. Co.	29.79	6.4115
			464.64	100.0000

WORKING INTEREST PARTICIPATION

Tract No.	Lessee	Tract Participation	Unit Participation
1 & 2	Midwest Oil Corporation	50.0000	20.9539
	Samedan Oil Corporation	40.0000	16.7631
	Sam Noble	10.0000	4.1907
	Total	100.0000	
3	Newmont Oil Company	50.0000	7.5876
	Martin Yates, III	12.5000	1.8969
	Yates Drilling Company	12.5000	1.8969
	Mar-Low Corporation	25.0000	3.7938
	Total	100.0000	
4	Delta Drilling Company	50.0000	9.9905
	Warren J. Pinney	33.3333	6.6603
	Patrick B. Gibbons, III	16.6667	3.3302
	Total	100.0000	
5	General American Oil Company	100.0000	.1442
6	Texaco Inc.	100.0000	16.3804
7	Valor Land & Expl. Co.	22.7000	1.4554
	Mar-Low Corporation	16.6667	1.0686
	Newmont Oil Company	43.9667	2.8189
	Martin Yates, III	8.3333	.5343
	Yates Drilling Company	8.3333	.5343
	Total	100.0000	100.0000



OWNER	LESSEE	ACREAGE	% EQUITY
A. S. Johnson & A. C. Boudreaux	Midwest Oil Corp & Sonedon Oil Corp	84.72	41.9077
	Water	29.79	6.4115
	Newmont Oil Co.	70.51	15.1752
	Delta Drilling Co., Et Al	92.64	19.9810
Allosic Development Co.	General American Oil Co.	0.67	0.1442
Texaco Fee Lease	Texaco, Inc.	76.11	16.3804
	TOTAL	464.64	100.0000

John E Chance
REGISTERED CIVIL ENGINEER NO 3299
STATE OF LOUISIANA 7-13-66
JOHN E CHANCE & ASSOCIATES, INC

EXHIBIT "B"

UNIT MAP

10,200 FT. SAND UNIT

WEST MERMENTAU FIELD

JEFFERSON DAVIS PARISH, LOUISIANA

SCALE: 1"=500'

Exhibit D
Castex Development - Title and Lease History - 000503

EXHIBIT "C"

Attached to and made a part of Unit Agreement dated September 1, 1971, for the 10,200 Foot Sand, West Mermentau Field, Jefferson Davis Parish, Louisiana

LIST OF LEASES CONTRIBUTED BY MIDWEST OIL CORPORATION, SAM NOBLE, SAMEDAN ASSOCIATES, INC., AND SAMEDAN OIL CORPORATION

Tracts 1 & 2

Oil, gas and mineral lease dated August 7, 1954, executed by Rosa Castex Boudreaux, et al, lessor, to Lyle Cummins, lessee, covering and affecting 935.35 acres of land located in Sections 17 and 18, Township 10 South, Range 2 West, and Sections 39, 13 and 14, Township 10 South, Range 3 West, said lease being recorded in the Jefferson Davis Parish records in Book 187, page 391, under Entry No. 218425.

LIST OF LEASES CONTRIBUTED BY NEWMONT OIL COMPANY

Tract 3

That certain oil, gas and mineral lease dated July 6, 1971, executed by Mark A. Boudreaux, et al, as Lessors, to Ruffin T. Lowry, as Lessee, covering and affecting 70.51 acres of land located in Section 39, Township 10 South, Range 3 West, said lease being recorded under File No. 352892, in Book 358 at Page 846 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

LIST OF LEASES CONTRIBUTED BY DELTA DRILLING COMPANY, WARREN B. PINNEY, JR., AND PATRICK B. GIBBONS, III

Tract 4

Oil, gas and mineral lease dated March 5, 1958, executed by Rosa Castex Boudreaux, et al, lessor, to James C. Ruffin, lessee, covering and affecting 160 acres of land located in Section 39, Township 10 South, Range 3 West and Section 17, Township 10 South, Range 2 West, said lease being recorded in the Jefferson Davis Parish records

in Book 222, page 318, under Entry No. 245110.

LIST OF LEASES CONTRIBUTED BY GENERAL AMERICAN OIL COMPANY OF TEXAS

Tract 5 That certain oil, gas and mineral lease dated November 22, 1937, by Acadia Development Company, Inc., as Lessor, to H. M. Naylor, as Lessee, recorded under Entry 107456, insofar as said lease covers all formations from the surface of the earth to a depth of 10,350 feet beneath the surface, in and under 160 acres described in assignment dated February 28, 1961, from Lyle Cummins to J. P. Owen, recorded in Book 248, page 96, Entry 267700, of the records of Jefferson Davis Parish, Louisiana.

Tract 6

DESCRIPTION OF LANDS CONTRIBUTED BY TEXACO INC.

DESCRIPTION OF PORTIONS OF TEXACO FEE 24998 - ALBERT S. ALSTON, PARTICIPATING IN THE 10,200 FOOT SAND UNIT IN THE WEST MERMENTAU FIELD, JEFFERSON DAVIS PARISH, LOUISIANA

A certain tract situated in Section 17, Township 10 South, Range 2 West, Jefferson Davis Parish, Louisiana, more particularly described as follows, to-wit:

BEGINNING at a point in the line of the 10,200 Foot Sand Unit "B" said point being South 4803.5 feet and East 507.5 feet from the most northerly corner of Section 17, Township 10 South, Range 2 West;

THENCE North 17 degrees 54 minutes East 70.0 feet;

THENCE North 48 degrees 24 minutes East 200.0 feet;

THENCE North 22 degrees 24 minutes East 300.0 feet;

THENCE North 14 degrees 24 minutes East 300.0 feet;

THENCE North 81 degrees 24 minutes East 100.0 feet;

THENCE South 05 degrees 07 minutes East 300.0 feet;

THENCE South 23 degrees 37 minutes East 200.0 feet;

THENCE South 36 degrees 07 minutes East 200.0 feet;

THENCE South 72 degrees 37 minutes East 34.5 feet to a point in the line of the 10,200 Foot Sand Unit "B";

THENCE South 78 degrees 45 minutes West 292.3 feet on and along the line of the 10,200 Foot Sand Unit "B";

THENCE South 80 degrees 34 minutes West 435.7 feet on and along the line of the 10,200 Foot Sand Unit "B" to the place of beginning and containing 4.98 acres, more or less.

A certain tract situated in Section 17, Township 10 South, Range 2 West, Jefferson Davis Parish, Louisiana, more particularly described as follows, to-wit:

BEGINNING at a point in the line of the 10,200 Foot Sand Unit "B", said point being South 4592.1 feet and East 1569.2 feet from the most northerly corner of Section 17, Township 10 South, Range 2 West;

THENCE North 05 degrees 07 minutes West 110.88 feet;

THENCE North 19 degrees 37 minutes West 300.0 feet;

THENCE North 50 degrees 24 minutes East 200.0 feet;

THENCE North 78 degrees 54 minutes East 200.0 feet;

THENCE South 63 degrees 07 minutes East 200.0 feet;

THENCE South 80 degrees 37 minutes East 100.0 feet;

THENCE North 15 degrees 37 minutes West 200.0 feet;

THENCE North 24 degrees 37 minutes West 300.0 feet;

THENCE North 00 degrees 37 minutes West 600.0 feet;

THENCE North 30 degrees 37 minutes West 400.0 feet;

THENCE North 07 degrees 07 minutes West 200.0 feet;

THENCE North 26 degrees 24 minutes East 200.0 feet;

THENCE North 45 degrees 54 minutes East 200.0 feet;

THENCE North 47 degrees 24 minutes East 200.0 feet;

THENCE South 50 degrees 37 minutes East 200.0 feet;

THENCE North 65 degrees 54 minutes East 200.0 feet;

THENCE North 24 degrees 54 minutes East 100.0 feet;

THENCE North 05 degrees 24 minutes East 400.0 feet;

THENCE North 41 degrees 24 minutes East 148.9 feet to a point in the line of the 10,200 Foot Sand Unit "B";

THENCE South 45 degrees 00 minutes East 88.5 feet on and along the line of the 10,200 Foot Sand Unit "B";

THENCE South 38 degrees 40 minutes East 300.0 feet on and along the line of the 10,200 Foot Sand Unit "B";

THENCE South 34 degrees 10 minutes East 275.19 feet on and along the line of the 10,200 Foot Sand Unit "B";

THENCE South 10 degrees 23 minutes West 84.71 feet;

THENCE South 00 degrees 23 minutes West 200.0 feet;

THENCE South 63 degrees 37 minutes East 200.0 feet;

THENCE South 61 degrees 37 minutes East 75.07 feet to a point in the line of the 10,200 Foot Sand Unit "B";

THENCE South 29 degrees 00 minutes East 289.09 feet on and along the line of the 10,200 Foot Sand Unit "B";

THENCE South 10 degrees 45 minutes East 300.0 feet on and along the line of the 10,200 Foot Sand Unit "B";

THENCE South 17 degrees 45 minutes West 300.0 feet on and along the line of the 10,200 Foot Sand Unit "B";

THENCE South 27 degrees 15 minutes West 300.0 feet on and along the line of the 10,200 Foot Sand Unit "B";

THENCE South 35 degrees 45 minutes West 300.0 feet on and along the line of the 10,200 Foot Sand Unit "B";

THENCE South 45 degrees 45 minutes West 300.0 feet on and along the line of the 10,200 Foot Sand Unit "B";

THENCE South 54 degrees 00 minutes West 300.0 feet on and along the line of the 10,200 Foot Sand Unit "B";

THENCE South 60 degrees 45 minutes West 300.0 feet on and along the line of the 10,200 Foot Sand Unit "B";

THENCE South 66 degrees 15 minutes West 300.0 feet on and along the line of the 10,200 Foot Sand Unit "B";

THENCE South 70 degrees 00 minutes West 300.0 feet on and along the line of the 10,200 Foot Sand Unit "B";

THENCE South 75 degrees 30 minutes West 152.5 feet on and along the line of the 10,200 Foot Sand Unit "B" to the place of beginning and containing 71.13 acres, more or less.

All bearings are based on the Louisiana Lambert Plane Coordinate System, South Zone.

LIST OF LEASES CONTRIBUTED BY
VALOR LAND AND EXPLORATION
COMPANY

Tract 7

That certain oil, gas and mineral lease dated July 2, 1969, executed by Castex M. Boudreaux, et al, as lessors, to Valor Land and Exploration Company, as lessee, covering and affecting 52.78 acres of land located in Section 39, Township 10 South, Range 3 West, and Section 17, Township 10 South, Range 2 West, said lease being recorded under File No. 336658 in Book 339 at Page ___ in the Conveyance Records of Jefferson Davis Parish, Louisiana.

FILED: DECEMBER 7,1971 AD. AT 9:50 A.M.
RECORDED: DECEMBER 7,1971 A.D. FILE # 355795 CLERK &EX OFFICIO RECORDE

****

362/709

NEWMONT OIL COMPANY TO MARTIN YATES III ETAL · PARTIAL ASSIGNMENT 362/709

355908

RECEIVED AND FILED
1971 DEC 10 AM 9:49
CLERK OF COURT
JEFFERSON DAVIS PARISH

PARTIAL ASSIGNMENT OF OIL, GAS AND MINERAL LEASE

STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, by Assignment dated November 8, 1971, Newmont Oil Company, a Delaware corporation, has conveyed to Sam Dunnam, et al a 1/12th of 8/8ths overriding royalty covering and affecting the oil, gas and other hydrocarbons produced and saved from the following described lease, to-wit:

> That certain oil, gas and mineral lease dated July 6, 1971, between Mark A. Boudreaux, et al, as lessor, and Ruffin T. Lowry, as lessee, covering 70.51 acres, more or less, in Jefferson Davis Parish, Louisiana, recorded in Volume 358, page 846, under Entry No. 352892 of the Conveyance Records of Jefferson Davis Parish, Louisiana,

hereinafter referred to as the "subject lease"; and

355908

WHEREAS, Newmont Oil Company by assignment dated November 9, 1971, has conveyed to General Crude Oil Company an overriding royalty interest in the subject lease equal to 1/100th of 8/8ths of the oil, gas and other hydrocarbons produced and saved therefrom, together with the right for General Crude Oil Company to convert its overriding royalty interest to a 33-1/3% working interest; and

WHEREAS, Newmont Oil Company desires to convey to each of the Assignees named hereinbelow its proportionate interest in the subject lease.

NOW, THEREFORE, Newmont Oil Company (hereinafter referred to as "Assignor"), does by these presents grant, bargain, sell, assign, transfer and convey unto the following named parties (hereinafter collectively referred to as "Assignees") in the proportions set forth hereinbelow, an undivided 50% interest in the subject lease, to-wit:

Martin Yates, III 207 South Fourth Street Artesia, New Mexico	1/4th of 50%
Yates Drilling Company, a New Mexico corporation 207 South Fourth Street Artesia, New Mexico	1/4th of 50%
Mar-Low Corporation, a Louisiana corporation P. O. Box 51673, O.C.S. Lafayette, Louisiana	1/2 of 50%

710

As a result of this conveyance, the subject lease shall be owned by the Assignees and the Assignor in the following proportions:

Assignor	1/2
Martin Yates, III	1/8th
Yates Drilling Company	1/8th
Mar-Low Corporation	1/4th

Each of the Assignees hereto shall bear his or its proportionate share of each of the overriding royalty interests referred to hereinabove.

In the event that General Crude Oil Company elects to exchange its 1% of 8/8ths overriding royalty interest for a 33-1/3% interest in the subject lease, as provided for in certain agreements between General Crude Oil Company and Newmont Oil Company, et al, the Assignees hereto agree to join in a conveyance to General Crude Oil Company, which conveyance shall have the result of vesting title to the subject lease as follows:

Newmont Oil Company	1/3rd
General Crude Oil Company	1/3rd
Martin Yates, III	1/12th
Yates Drilling Company	1/12th
Mar-Low Corporation	1/6th

This assignment is made by Assignor and accepted by Assignees without warranty or recourse of any kind either express or implied, except as against the acts of the Assignor in which case warranty is limited to return of the purchase price.

IN WITNESS WHEREOF, this instrument is executed this 10th day of November, 1971.

WITNESSES:

Frank Johnson

Margaret Yates

Dorothy Kinser

NEWMONT OIL COMPANY

By Robert S. Moehlman, President

ATTEST: Assistant Secretary

Martin Yates, III

Exhibit D
Castex Development - Title and Lease History - 000510

Marjorie Yates

Dorothy Kuyper

YATES DRILLING COMPANY

By _____
President

ATTEST: _____
Assistant Secretary

H. S. Porter, Jr.

Jean Boudreaux

MAR-LOW CORPORATION

By _____, President

ATTEST: _____
Secretary

Exhibit D
Castex Development - Title and Lease History - 000511

712

STATE OF TEXAS }
}
COUNTY OF HARRIS }

On this 10th day of November, 1971, before me appeared ROBERT S. MOEHLMAN, to me personally known, who, being by me duly sworn, did say that he is the President of NEWMONT OIL COMPANY and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said ROBERT S. MOEHLMAN acknowledged said instrument to be the free act and deed of said corporation.

KAY MASDEN
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973
Bonded By Alexander Lovett, Lawyers Surety Corp.

My Commission Expires:

Notary Public in and for Harris County, Texas

STATE OF NEW MEXICO }
}
COUNTY OF EDDY }

On this 2nd day of December, 1971, before me appeared MARTIN YATES, III, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed it as his free act and deed.

NOVEMBER 17, 1972
FORMERLY DOROTHY PATTERSON

My Commission Expires:

Notary Public in and for Eddy County, New Mexico

STATE OF NEW MEXICO }
}
COUNTY OF EDDY }

On this 2nd day of December, 1971, before me appeared S.P. Yates, to me personally known, who, being by me duly sworn did say that he is the President of YATES DRILLING COMPANY and that the Instrument was signed in behalf of the corporation by authority of its Board of Directors and that S.P. Yates acknowledged the instrument to be the free act and deed of the corporation.

NOVEMBER 17, 1972
FORMERLY DOROTHY PATTERSON

My Commission Expires:

Notary Public in and for Eddy County, New Mexico

Exhibit D
Castex Development - Title and Lease History - 000512

STATE OF LOUISIANA
PARISH OF LAFAYETTE

On this 15th day of NOVEMBER, 1971, before me appeared RUFFIN T. LOWRY, to me personally known, who, being by me duly sworn, did say that he is the President of MAR-LOW CORPORATION and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said RUFFIN T. LOWRY acknowledged said instrument to be the free act and deed of said corporation.

AT DEATH
My Commission Expires:

Notary Public in and for Lafayette Parish, Louisiana

FILED: DECEMBER 10 A. D. 1971 AT: 9:48 A. M.
RECORDED: DECEMBER 10 A. D. 1971 FILE NO: 355908. CLERK & EX OFFICIO RECORDER
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3741

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RECEIVED AND FILED
1972 DEC 14 AM 10:16
CLERK OF COURT
JEFFERSON DAVIS PARISH

SUCCESSION OF : 31ST JUDICIAL DISTRICT COURT

NO. P-141-72 : PARISH OF JEFFERSON DAVIS

ALBERT SIDNEY JOHNSON, JR. : STATE OF LOUISIANA

JUDGMENT OF POSSESSION 364821

Considering the petition of the widow and children of the decedent, ALBERT SIDNEY JOHNSON, JR., to be placed in possession of the decedent's estate, the affidavits annexed, the computation of the Inheritance Tax, and the approval of the Inheritance Tax Collector, it appearing that the Inheritance Tax due to the State of Louisiana has been paid, and no additional Inheritance Tax is due, and the law and evidence being in favor of petitioners for the reasons this day orally assigned,

IT IS ORDERED, ADJUDGED AND DECREED that MRS. MARVEL ANDRUS JOHNSON, widow of Albert Sidney Johnson, Jr., be and she is hereby recognized as the surviving spouse in community of her late husband, Albert Sidney Johnson, Jr., and, as such, entitled to the ownership and possession of an undivided one-half of all of the community property left by the said decedent and his widow, together with the usufruct of the other one-half thereof, and that ALBERT SIDNEY JOHNSON, III and SANDRA LYNN JOHNSON TRAHAN, wife of Markham Trahan, be and they are hereby recognized as the children and sole heirs of the decedent, and, as such, entitled to the ownership of an undivided one-half interest each of the decedent's share of the said community property, subject to the usufruct of their mother, Mrs. Marvel Andrus Johnson, and more particularly to the following described property:

364821

Checking account in the Calcasieu Marine National Bank of Lake Charles, Jennings, Louisiana Branch, in the name of A. S. Johnson, Jr.

Checking account in the Calcasieu Marine National Bank of Lake Charles, Jennings, Louisiana Branch, in the name of Mrs. Marvel A. Johnson.

Savings Certificate No. 6194 and No. 6196, dated April 6, 1970, in the name of Mrs. Marvel A. Johnson, Account #6138, issued by Jennings Federal Savings & Loan Association.

Savings Certificate Number 6195, dated April 6, 1970, in the name of A. S. Johnson, Jr., Account No. 6139, issued by Jennings Federal Savings & Loan Association.

1964 4 door Pontiac automobile, Motor No. 834A33985.

Miscellaneous household furniture and fixtures.

That certain parcel of land described as the North 73.5 feet of land beginning at the Northwest corner of Lot 5, G. H. Morse Addition to the City of Jennings, Jefferson Davis Parish, Louisiana, thence South 73.5 feet along Morton Street, thence East 172 feet, parallel with First Street, thence North 73.5 feet to the North line of said Lot 5, thence West along said line to point of beginning, together with all improvements situated thereon, and being same property acquired by Albert S. Johnson, Jr. from Theodore Biessenberger by deed dated June 15, 1944.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Albert Sidney Johnson, III, and Sandra Lynn Johnson Trahan, wife of Markham Trahan, be and they are recognized as the children and sole heirs of the decedent, and, as such, entitled to the ownership of an undivided one-half interest each of decedent's separate property, and more particularly to the following described property:

1.(a) An undivided 1/20 interest in and to the following described property located in Jefferson Davis Parish, Louisiana, to-wit:

Section Thirty-nine (39) in Township Ten (10) South of Range Thee (3) West, Louisiana Meridian, except that portion lying in triangular form West of the East boundary line of Section Fourteen (14) if extended through said Section 39; (b) Lot Two (2) of Fractional Section Thirteen (13) in Township Ten (10) South of Range Three (3) West, Louisiana Meridian; (c) Section Seventeen (17) in Township Ten (10) South, Range Two (2) West, Louisiana Meridian, (except the 328 acres more or less of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a Plat of Survey made by E. J. Mead, C. E., dated in 1921); including the two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. S. Alston & Co., and (d) Section Eighteen (18) in Township Ten (10) South of Range Two (2)

West, Louisiana Meridian, lying between the Southeast corner of the aforedescribed Section Thirty-nine (39) on the West, and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolphe C. Boudreaux acquired the said property from Jean Castex, Jr., and which Act is recorded in Jefferson Davis Parish, Louisiana; LESS, EXCEPT AND NOT INCLUDED in the aforedescribed tract are those two ten acre parcels of property described as follows and designated as "First Exception" and Second Exception", to-wit:

First Exception: That ten acre parcel of land situated in Section Eighteen (18) Township Ten (10) South of Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10), South, Range Two (2) and Three (3) West; thence South 51°13' East 276.5 feet; thence South 53°00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10-acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65°30' East 450 feet; thence South 84°00' East 250 feet; thence, leaving the River and running South 37°00' West 693.5 feet; thence, North 72°06' West 691.5 feet to lower side line of the Robira 10-acres; thence, following said line North 37°00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acres tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

Second Exception: That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10), South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit:

Beginning at a point 459 feet South of the Corner between Section Eighteen (18) Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence, South 37° West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 53°, East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West 921 feet South of the corner between the two said Sections; thence, South 53°, East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37° East 726 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River; thence North 53°, West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing ten (10) acres,

for a total of 1,125.35 acres.

.0067709 royalty interest in 10,200 foot S.U. West Mermentau Field, Jefferson Davis Parish, La., established by Conservation Dept. Order No. 101-C-1 dated Dec. 16, 1971, recorded in C. B. 363, Page 480, records of Jefferson Davis Parish, Louisiana - Tracts 3 & 7.

.0067709 royalty interest in 92.84 acres more or less being Tract 4 of Unit Agreement covering 10,200' S.U. as defined in Conservation Order No. 101-C-1.

.0019643 royalty interest covering 10,200' S.U. as defined in Conservation Order No. 101-C-1, and covering that portion of said unit leased to Midwest Oil Corporation.

.0046875 royalty interest in Johnson-Boudreaux #1, 10,400 foot sand, West Mermentau Field, Jefferson Davis Parish, Louisiana, produced by Midwest Oil Corporation.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Calcasieu Marine National Bank of Lake Charles, Jennings, Louisiana, be discharged, acquitted and be granted a quietus from any obligations they have to the surviving spouse and children of the decedent, Albert Sidney Johnson, Jr., as a result of Safety Deposit Box No. 30 in Vault No. 2, located in said bank, and is further ordered to deliver the contents of said Box 30, Vault 2, to the surviving spouse of the decedent.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all Inheritance Taxes due to the State of Louisiana have been paid, and no further taxes are due.

JUDGMENT READ, RENDERED AND SIGNED in Chambers, at Jennings, Louisiana, on this 14 day of December, 1972.

DISTRICT JUDGE

FILED this 14 day of Dec, 19 72
Dy. Clerk of Court

FILED: DECEMBER 14, 1972 A.D. AT 10:16 A.M.
RECORDED: DECEMBER 14, 1972 A.D. FILE # 364821 CLERK & EX OFFICIO RECORDER

385/
116

373264

RIGHT OF WAY GRANT

RECEIVED AND FILED
1973 NOV 14 AM 9:15
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS:

That JOHNSON BOUDREAUX FARM, does by these presents grant unto the Parish of JEFFERSON DAVIS, through its Police Jury, the necessary right-of-way for the construction, maintenance, and improvement of drainage facilities through and across my property in: (Mermentau River Lateral No. 1)

Normal bridge maintenance to be by Jefferson Davis Parish Police Jury.
Water discharge to be maintained at river
Irregular Section 39, T10S - R2W
Ditch bottom shall be 16' wide all the way through above mentioned property.

However, the project shall commence at a point where the Grantor's intake canal intersects Lateral No. 1 and the project shall proceed Westerly. The remaining portion of the Lateral on Grantor's property shall be completed when conditions permit.

The Grantee agrees to install floating barracades across the lateral at each end of Grantor's property when the improvements are completed.

It is also agreed that a bridge is to be built of materials as follows:

6 piling 14 ft. - 8 in. bottom, 12 piling 16 ft. - 10 in. bottom, 3 8 X 10 16 ft. sills, 20 3 X 10 10 ft. stringers, 24 3 X 8 16 ft. decking, 24 2 X 8 16 ft. bulkheads, 24 2 X 8 8 ft. bulkheads, 24 2 X 8 4 ft. bulkheads, Bridge 18 ft. wide - 16 ft. long, 3 X 8 18 ft. railing.

373264

According to Parish Wide Drainage Program Map File No. P. W. 1356-A

The consideration for this grant is the expectation of benefits to said property as a result of the drainage improvement program.

In witness whereof this instrument is executed on this 13th day of November, 1973.

WITNESSES:

Dora C. Johnson

Mark A Boudreaux
GRANTOR
W B Johnson
W Bruce

DPW 55

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

BEFORE ME, the undersigned Notary Public, on this day personally appeared A. G. Cormier, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Mark A. Boudreaux, W. B. Johnson and R. R. Bruce in his presence and in the presence of the other subscribing witness.

SWORN TO AND SUBSCRIBED before me this 13 day of November, 1973, at Jennings, Louisiana.

Notary Public

FILED AND RECORDED NOV. 14,1973 FILE # 373264 CLERK & EX OFFICIO REC.
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

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483

380697 CONVEYANCE Jeff Davis Parish Louisiana

THIS CONVEYANCE, dated this 15th day of May, 1974, consisting of two parts,

Part I being a conveyance of oil and gas properties from Midwest Oil Corporation (doing business under that name in all states included in Exhibit A, except Missouri wherein it operates as Nevada Midwest Oil Corporation), a Nevada corporation (hereinafter sometimes referred to as "Midwest"), to Standard Oil Company (Indiana), an Indiana corporation (hereinafter sometimes referred to as "Standard"), and

Part II being a conveyance of oil and gas properties from Standard Oil Company (Indiana), an Indiana corporation, to Amoco Production Company, a Delaware corporation (hereinafter sometimes referred to as "Amoco"),

WITNESSETH:

PART I

CONVEYANCE FROM MIDWEST OIL CORPORATION

TO STANDARD OIL COMPANY (INDIANA)

Midwest Oil Corporation (including Nevada Midwest Oil Corporation), for valuable consideration, by these presents does grant, bargain, sell, convey, assign, transfer, set over and deliver, effective as of 7:00 o'clock A.M. on July 1, 1974, unto Standard Oil Company (Indiana) the following:

A. All of the oil and gas leasehold interests, oil, gas and mineral leasehold interests, working interests, overriding royalty interests, fee interests, mineral interests, royalty interests, net profit interests, production payment interests and all other interests and property of every kind and character described and set forth in Exhibit A attached hereto and made a part hereof;

B. All of Midwest's right, title and interest in, to and under, or derived from, all of the presently existing and valid unitization and pooling agreements and the units created thereby (including all units formed by voluntary agreements and those formed under orders, regulations, rules or other official acts of any Federal, State or other governmental agency having jurisdiction), all contracts, agreements, rights and interests in or under contracts, agreements and leases of any type, all of which relate to any of the properties and interests specifically described in Exhibit A;

C. All of Midwest's right, title and interest in, to and under, or derived from, all of the presently existing and valid oil, casinghead gas and gas sales, purchase, exchange, operating and processing contracts and agreements, and all other contracts, agreements and instruments relating to any of the properties and interests specifically described in Exhibit A;

D. Without limiting the foregoing, all of Midwest's right, title and interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to the lands specifically described or referred to in Exhibit A, even though Midwest's interests in said lands be incorrectly described or referred to in, or a description of such interests be omitted from, Exhibit A; and all of Midwest's right, title and interest (whether now owned or hereafter acquired by operation of law or otherwise) in, to and under, or derived from, all oil and gas leases, oil, gas and mineral leases, and leasehold, fee, mineral, royalty and overriding royalty interests, and all other interests of whatsoever character insofar as the same cover or relate to said lands, even though said oil and gas leases, oil, gas and mineral leases and said leasehold, fee, mineral, royalty and overriding royalty interests, and other interests, be incorrectly or insufficiently described or referred to in, or a description thereof be omitted from, Exhibit A;

E. All of Midwest's right, title and interest in and to all personal property, improvements, easements, permits, licenses, servitudes and rights of way situated upon or used or useful or held for future use in connection with the exploration, development or operation of the lands or interests granted, bargained, sold, conveyed, assigned, transferred, set over and delivered by this Conveyance, or the production, treating, storing or transportation of oil, gas, other hydrocarbons or other minerals, including but not by way of limitation, wells (whether producing, shut-in, injection, or water supply wells), tanks, boilers, buildings, fixtures, machinery and other equipment, pipe lines, power lines, telephone and telegraph lines, roads and other appurtenances situated upon or used or useful or held for future use in connection with the exploration, development or operation of the lands or interests conveyed, assigned and transferred by this Conveyance, or the production, treating, storing or transportation of oil, gas, other hydrocarbons or other minerals;

BUT SUBJECT, HOWEVER, to the restrictions, exceptions, reservations, conditions, limitations, interests and other matters, if any, of record, including the presently existing and valid royalties, overriding royalties, payments out of production, oil and gas sales, purchase, exchange and processing contracts and agreements, and all other contracts, agreements and other instruments and matters and to all existing and valid easements and rights of way of record or occupied on the ground, if any, and further subject to a reservation by Midwest of all its interests in the Light Oil and Tensleep Units, Salt Creek Field, Natrona County, Wyoming, which are not conveyed herein and are hereby reserved in Midwest.

TO HAVE AND TO HOLD the rights, titles and interests hereby conveyed, together with all and singular the rights, privileges, hereditaments, and appurtenances thereto in anywise belonging unto Standard, its successors and assigns, forever. This Conveyance is without warranty, express or implied, but is made with full substitution and subrogation of Standard in and to all covenants and warranties by others heretofore given or made in respect of the interests described and set forth in said Exhibit A.

PART II

CONVEYANCE FROM STANDARD OIL COMPANY (INDIANA)

TO AMOCO PRODUCTION COMPANY

Standard Oil Company (Indiana), for valuable consideration, by these presents does grant, bargain, sell, convey, assign, transfer, set over and deliver, effective as of 7:00 o'clock A.M. on July 1, 1974, unto Amoco Production Company the interests hereinabove conveyed to Standard in Part I, to which reference is made for all purposes.

TO HAVE AND TO HOLD the rights, titles and interests hereby conveyed, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in anywise belonging, unto Amoco, its successors and assigns, forever. This conveyance is without warranty, express or implied, but is made with full substitution and subrogation of Amoco in and to all covenants and warranties by others heretofore given or made in respect of the interests described and set forth in said Exhibit A.

THE FOLLOWING PROVISIONS SHALL BE DEEMED
TO BE INCORPORATED IN BOTH PARTS
OF THIS CONVEYANCE

Each of the parties hereto hereby covenants and agrees to and with each other, its successors and assigns, so long as it is authorized by applicable law so to do, to do, execute, acknowledge and deliver all and every such further acts, conveyances and other instruments as may be necessary more fully to assure to the other parties, their successors and assigns, all of the respective assets, properties and rights hereby granted, bargained, sold, conveyed, assigned, transferred, set over and delivered, or intended so to be.

Each of the parties hereto hereby covenants and agrees that with respect to oil and gas leases and oil, gas and mineral leases and interests therein from the United States of America, or from any State or agency thereof, or from Indian tribes, bands or groups or on lands allotted to Indians in severalty, granted, bargained, sold, conveyed, assigned, transferred, set over and delivered hereby, or intended so to be, it will execute and deliver separate assignments on approved or other acceptable forms in a sufficient number of counterparts to fulfill statutory and regulatory requirements, and that said assignments, although unqualified in form or not specifically containing all the terms and provisions hereof, shall be deemed to contain all of the terms and provisions hereof as though the same were set forth at length in each such separate assignment.

The post office address of Midwest is 1700 Broadway, Denver, Colorado 80202; the post office address of Standard is 200 East Randolph Drive, Chicago, Illinois 60601; and the post office address of the general office of Amoco is 200 East Randolph Drive, Chicago, Illinois 60601.

The effective date, as to each property covered hereby, shall be determined in accordance with the time in effect where such property is located. Without limiting the generality of the foregoing, this Conveyance covers and includes all proceeds of production attributable to the royalty, mineral, leasehold or other interests owned by Midwest and conveyed hereby whether such proceeds are attributable to production obtained before or after the effective date of this instrument; and all present or future parties producing, purchasing or receiving any such production are directed and requested to deliver or pay the proceeds thereof to Amoco, or to Amoco's order, without further documentation or authorization from Midwest or Standard.

IN WITNESS WHEREOF, this Conveyance has been executed on the day and year first above written, in multiple counterparts, each of which shall be deemed an original and all of which shall constitute and have the same force and effect as one and the same instrument. In order to facilitate the recordation of this instrument, the counterpart hereof to be recorded in the records of each county or parish or other governmental jurisdiction in which land described in Exhibit A hereto is located may have annexed thereto as Exhibit A only specific descriptions of the interests covered hereby located in such county or parish or other governmental jurisdiction, but said counterparts are intended to convey and do convey without limitation all Midwest's interests in property of any kind located in the particular recording jurisdiction or elsewhere, except Midwest's interest in the Light Oil and Tensleep Units, Salt Creek Field, Natrona County, Wyoming, which were hereinabove reserved by Midwest.

ATTEST:

D C Hollifield
D. C. Hollifield, Assistant Secretary

MIDWEST OIL CORPORATION (including
Nevada Midwest Oil Corporation)

By _____
R. W. Collins, Vice President

WITNESSES:

Darrell C. Miller
Darrell C. Miller

Frank W Wewerka
Frank W. Wewerka

ATTEST:

Jola B. Ray
Jola B. Ray, Assistant Secretary

STANDARD OIL COMPANY (INDIANA)

By _____
R. J. Farrell, Vice President

WITNESSES:

G S Spindler
G. S. Spindler

Darrell C. Miller
Darrell C. Miller

This instrument was prepared by Frank W. Wewerka and Darrell C. Miller, Amoco Production Company, 1616 Glenarm, Denver, Colorado 80202.

STATE OF COLORADO

CITY AND COUNTY OF DENVER

Be it remembered that I, Virginia J. Miller, a Notary Public duly qualified, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 15th day of May, 1974:

(Alabama) R. W. Collins, whose name as a Vice President of Midwest Oil Corporation, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

(Alaska) (Pennsylvania) (South Dakota) Before me personally appeared R. W. Collins, who acknowledged himself to be a Vice President of Midwest Oil Corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as a Vice President.

(Arkansas) Before me appeared in person the within named R. W. Collins and D. C. Hollifield, to me personally well known, who stated that they were a Vice President and an Assistant Secretary of Midwest Oil Corporation, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

(Colorado) (Wyoming) The foregoing instrument was acknowledged before me this day by R. W. Collins as a Vice President of Midwest Oil Corporation.

(Florida) (Kentucky) The foregoing instrument was acknowledged before me this date by R. W. Collins as a Vice President of Midwest Oil Corporation, a Nevada corporation, on behalf of the corporation.

(Idaho) Before me this date personally appeared R. W. Collins, known to me to be a Vice President of the corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

(Illinois) I do hereby certify that R. W. Collins, personally known to me to be a Vice President of Midwest Oil Corporation, a Nevada corporation, and D. C. Hollifield, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

(Indiana) Before me this date personally appeared Midwest Oil Corporation by R. W. Collins and D. C. Hollifield, a Vice President and an Assistant Secretary, respectively, and acknowledged the execution of the foregoing instrument.

(Kansas) Before me personally appeared R. W. Collins, a Vice President of Midwest Oil Corporation, a Nevada corporation, who is personally known to me and known to me to be the Vice President of said corporation and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

(Louisiana) Before me on this date appeared R. W. Collins, to me personally known, who being by me duly sworn, did say that he is a Vice President of Midwest Oil Corporation, a Nevada corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of the corporation by authority of its board of directors, and he acknowledged the instrument to be the free act and deed of said corporation.

(Michigan) Before me appeared R. W. Collins, to me personally known, who being by me duly sworn did say that he is a Vice President of Midwest Oil Corporation, a Nevada corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and the said R. W. Collins acknowledged the execution of the said instrument as the free act and deed of said corporation.

(Mississippi) Personally appeared before me R. W. Collins, a Vice President of Midwest Oil Corporation, a Nevada corporation, who acknowledged to me that he signed and delivered the foregoing instrument on the day and year therein mentioned.

(Missouri) Before me appeared R. W. Collins, to me personally known, who being by me duly sworn, did say that he is a Vice President of Midwest Oil Corporation, a Nevada corporation doing business in Missouri as Nevada Midwest Oil Corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said R. W. Collins acknowledged said instrument to be the free act and deed of said corporation.

(Montana) Before me personally appeared R. W. Collins, known to me to be a Vice President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

(Nebraska) (New Mexico) The foregoing instrument was acknowledged before me this date by R. W. Collins, a Vice President of Midwest Oil Corporation, a Nevada corporation, on behalf of said corporation.

(North Dakota) Before me personally appeared R. W. Collins, a Vice President of the corporation described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

(Ohio) Before me personally appeared R. W. Collins and D. C. Hollifield, known to me to be the persons who, as a Vice President and Assistant Secretary, respectively, of Midwest Oil Corporation, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers, respectively; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation; that they were duly authorized thereunto by its board of directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

(Oklahoma) Before me personally appeared R. W. Collins, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

(Texas) Before me personally appeared R. W. Collins, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be a Vice President of Midwest Oil Corporation, a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

(Utah) Personally appeared before me R. W. Collins, who, being by me duly sworn, did say that he is a Vice President of Midwest Oil Corporation, and that said instrument was signed in behalf of said corporation by resolution of its board of directors and said R. W. Collins acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal, in the City and County of Denver, State of Colorado, this 15th day of May, 1974.

Virginia J. Miller
Notary Public

My commission expires January 26, 1978.

STATE OF ILLINOIS

COUNTY OF COOK

Be it remembered that I, Nancy Hartman, a Notary Public duly qualified, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 28th day of May, 1974:

(Alabama) R. J. Farrell, whose name as a Vice President of Standard Oil Company (Indiana), a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

(Alaska) (Pennsylvania) (South Dakota) Before me personally appeared R. J. Farrell, who acknowledged himself to be a Vice President of Standard Oil Company (Indiana), and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as a Vice President.

(Arkansas) Before me appeared in person the within named R. J. Farrell and Jola B. Ray, to me personally well known, who stated that they were a Vice President and an Assistant Secretary of Standard Oil Company (Indiana), a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

(Colorado) (Wyoming) The foregoing instrument was acknowledged before me this day by R. J. Farrell as a Vice President of Standard Oil Company (Indiana).

(Florida) (Kentucky) The foregoing instrument was acknowledged before me this date by R. J. Farrell as a Vice President of Standard Oil Company (Indiana), an Indiana corporation, on behalf of the corporation.

(Idaho) Before me this date personally appeared R. J. Farrell, known to me to be a Vice President of the corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

(Illinois) I do hereby certify that R. J. Farrell, personally known to me to be a Vice President of Standard Oil Company (Indiana), an Indiana corporation, and Jola B. Ray, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

(Indiana) Before me this date personally appeared Standard Oil Company (Indiana) by R. J. Farrell and Jola B. Ray, a Vice President and an Assistant Secretary, respectively, and acknowledged the execution of the foregoing instrument.

(Kansas) Before me personally appeared R. J. Farrell, a Vice President of Standard Oil Company (Indiana), an Indiana corporation, who is personally known to me and known to me to be the Vice President of said corporation, and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

(Louisiana) Before me on this date appeared R. J. Farrell, to me personally known, who being by me duly sworn, did say that he is a Vice President of Standard Oil Company (Indiana), an Indiana corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of the corporation by authority of its board of directors, and he acknowledged the instrument to be the free act and deed of said corporation.

(Michigan) Before me appeared R. J. Farrell, to me personally known, who being by me duly sworn did say that he is a Vice President of Standard Oil Company (Indiana), an Indiana corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and the said R. J. Farrell acknowledged the execution of the said instrument as the free act and deed of said corporation.

(Mississippi) Personally appeared before me R. J. Farrell, a Vice President of Standard Oil Company (Indiana), an Indiana corporation, who acknowledged to me that he signed and delivered the foregoing instrument on the day and year therein mentioned.

(Missouri) Before me appeared R. J. Farrell, to me personally known, who being by me duly sworn, did say that he is a Vice President of Standard Oil Company (Indiana), an Indiana corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said R. J. Farrell acknowledged said instrument to be the free act and deed of said corporation.

(Montana) Before me personally appeared R. J. Farrell, known to me to be a Vice President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

(Nebraska)
(New Mexico) The foregoing instrument was acknowledged before me this date by R. J. Farrell, a Vice President of Standard Oil Company (Indiana), an Indiana corporation, on behalf of said corporation.

(North Dakota) Before me personally appeared R. J. Farrell, a Vice President of the corporation described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

(Ohio) Before me personally appeared R. J. Farrell and Jola B. Ray, known to me to be the persons who, as a Vice President and Assistant Secretary, respectively, of Standard Oil Company (Indiana), the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers, respectively; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation; that they were duly authorized thereunto by its board of directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

(Oklahoma) Before me personally appeared R. J. Farrell, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

(Texas) Before me personally appeared R. J. Farrell, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be a Vice President of Standard Oil Company (Indiana), a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

(Utah) Personally appeared before me R. J. Farrell, who, being by me duly sworn, did say that he is a Vice President of Standard Oil Company (Indiana), and that said instrument was signed in behalf of said corporation by resolution of its board of directors and said R. J. Farrell acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal, in the County of Cook, State of Illinois, this 28th day of May, 1974.

Nancy Hartman
Nancy Hartman
Notary Public

My commission expires September 5, 1976.

EXHIBIT "A"

STATE OF : LOUISIANA COUNTY/PARISH OF: JEFF DAVIS

PROPERTY NO	******* LESSOR *******	******* LESSEE *******	- DATED -	BOOK	PAGE	OR FILE/DOCUMENT NO.
ALL INTEREST IN THE FOLLOWING LEASES AND OPTIONS:						
718125 -A -	BOUDREAUX, ROSA CASTEX	MIDWEST OIL CORPORATION	09/07/54	187	371	
		DESCRIPTION	SEE ATTACHED EXHIBIT A - 1			
719126 -- -	ACADIA DEVELOPMENT CO	NAYLOR, H M	11/22/37	75	557	
		DESCRIPTION	.67 ACRE IN SEC 12 T10S-R2W AS TO 10,200 FT SAND ONLY			

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Exhibit D
Castex Development - Title and Lease History - 000526

718125-A
Louisiana
Jeff Davis

L-5601

TRACT NO. 1: Jefferson Davis Parish, Louisiana Page 1A

A certain tract of land containing 1103.35 acres, more or less, and being situated as follows:

BEGINNING at a point 3068.0' S 62° 20' E from the NW/corner Irregular Section 17, T10S, R2W, THENCE N 62° 29' W along the north line of Section 17, 3068.0' to the NW/corner, THENCE continuing along the north line of Irregular Section 39, T10S, R2W, 482.0' to the most northerly NW/corner of said Section, THENCE S 52° 32-1/2' W 7349.7' along the west line of said Section 39 to a corner on the east line of Section 14, THENCE S 00 04' E 3395.0' to the southwest corner of Lot 2 of Irregular Section 13, T10S, R3W, THENCE S 89° 48' E 3262.6' along the south line of said Lot 2 to the southeast corner, THENCE S 62° 41' E 4120.0' to a corner on the right descending bank of the Mermentau River, THENCE northerly with the meander of said river along the right bank to a point 235.0' east of the most southerly corner of Irregular Section 17, T10S, R2W, THENCE northerly as the meander line of the no-name coulee meanders to the point of beginning. BOUNDED Northerly by Acadia Development Co. Inc., the Mermentau River and Texas Company, Northwesterly by Annie M. Hebert and Frank C. Perl, West by Louise C. Miller and Albert Brosius, East by Texas Company, and Mermentau River, South by D. C. Ritchie, G. T. Golden, Bryan Harbert, Mermentau River and the Texas Company.

SAVE AND EXCEPT from above tract:

A. The most northerly 160 acres, being a rectangular shaped tract in the northern part of Irregular Section 39, T10S, R3W, and northwest portion of Irregular Section 17, T10S, R2W, and more specifically described in a Partial Release of Oil, Gas and Mineral Lease dated March 5, 1954, as same exists between the party Lessor herein and H. M. Stafford and/or assigns.

B. 10 acres in the northwest corner of Section 18, T10S, R2W, and partly in Section 39, T10S, R3W, being property purchased by Fred Shutts and in a deed dated March 6, 1936 (CB 66, Page 101, Conveyance Records

Original 1 of 28

Castex Development - Title and Lease History - 000527
Exhibit D

718125-A

L-56015

Jefferson Davis Parish, Louisiana Page 1B

TRACT NO. 2:

A tract containing 16.5 acres, more or less, and located along the north line of Irregular Section 17, T10S, R2W, and being in said Section 17, T10S, R2W, bounded: NORTH by Acadia Development Co. Inc., SOUTH, EAST and WEST by Texas Company fee lands.

TRACT NO. 3:

A tract containing 5.5 acres, more or less, and located along the north line of Irregular Section 17, T10S, R2W, and being in said Section 17, T10S, R2W, BOUNDED: NORTH by G. D. Zigler and Acadia Development Co. Inc., SOUTH, EAST and WEST by the Texas Company fee lands.

For the purpose of calculating the rental payments hereinafter provided for, said land is considered to comprise 955.35 acres, whether it actually comprises more or less.

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Castex Development - Title and Lease History - 000528 Exhibit D

EXHIBIT "A"

STATE OF : LOUISIANA COUNTY/PARISH OF: JEFF DAVIS

PROPERTY NO	DECIMAL INT CONVEYED (TYPE OF INTEREST)	* * * * * * DESCRIPTION OF LAND BEING CONVEYED * * * * * * *
MINERAL INTERESTS, ROYALTY INTERESTS AND FEE LANDS		
909288 -- 1	.0134176 (MINERAL INT)	-1387.59 AC- SEC 32, S/2 SEC 29, NW/4 SEC 33, SW/4, W/2 SE/4 SEC 28, T7S-R3W

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Exhibit D
Castex Development - Title and Lease History - 000529

EXHIBIT "A"

STATE OF : LOUISIANA COUNTY/PARISH OF: JEFF DAVIS

PROPERTY NO	DECIMAL INT CONVEYED	(TYPE OF INTEREST)	* * * * * * DESCRIPTION OF LAND BEING CONVEYED * * * * * * *
MINERAL INTERESTS,ROYALTY INTERESTS AND FEE LANDS			
909290 -- -	.1850000	(ROYALTY INT)	-647.36 AC- SEC 18, T11S-R4W
909296 -- -	.0413667	(ROYALTY INT)	-660 AC M/L-E/2 E/2 SEC 24,10S-5W,W/2,W/2 SE SEC 19, 10S-4W,LESS 2 AC OF BERTHA F DEROUEN AND 4.4 AC OF WILBUR DEROUEN IN SEC 19, 10S-4W
909297 -- -	.3333333	(ROYALTY INT)	- 128 AC- E/2 SE/4 SEC 19, AND PART SW/4 SEC 20,T10S-R4W, BOUNDED N BY E A GREER ET AL, E AND SE BY WELSH CANAL, S BY FLOYD WATERMAN, W BY ADAM DEROUEN EST

CONTINUED ON NEXT PAGE

Castex Development - Title and Lease History - 000530 Exhibit D

EXHIBIT "A"

STATE OF : LOUISIANA COUNTY/PARISH OF: JEFF DAVIS PAGE 4

PROPERTY NO ******* LESSOR ******* ******* LESSEE ******* - DATED - BOOK PAGE OR FILE/DOCUMENT NO.

ALL OVERRIDING ROYALTY,NET PROFITS AND PRODUCTION PAYMENT INTERESTS OUT OF THE FOLLOWING OIL AND GAS LEASES OR ASSIGNMENTS:

718060 -- 1	HOLLIER, LAWRENCE	MIDWEST OIL CORPORATION	02/26/62	@		274472
		DESCRIPTION	T10S R3W SEC 9-SESE AS TO RTS FROM PES B OF MAPG-TEX SU A			
718569 -- 1	WILLET ET AL, E S	HARROD, JOHN W	02/16/40	86	442	122497
		DESCRIPTION	NW4 SEC 7-9S-6W			
718570 -- 1	RIQUELMY ETAL,CLARA MAE	VAN DYKE OIL CO	06/03/67	307	329	316000
		DESCRIPTION	PTN SEC 22-11S-3W DESC IN ASNMT TO MIDWEST OIL CRP, 7-21-67, RCRD VOL 315 PG 499 ENT 320397			
718571 -- 1	HOFFPAUIR,CLEVELAND	SONNIER,VINCENT	12/02/64	00	00	295483
		DESCRIPTION	18 AC IN SEC 13-11S-3W DESC IN O&G LSE CLEVELAND HOFFPAUIR TO VINCENT SONNIER, 12-2-64, RECP 295483			
718572 -- 1	MONLEZUN,ANTOINE	WHITE,GEO F	09/20/63	00	00	288153
		DESCRIPTION	15 AC IN SEC 13-11S-3W DESC IN O&G LSE ANTOINE MONLEZUN TO GEO F WHITE, 9-20-63, RECP 288153			
718573 -- 1	BERTRAND ETAL,LENIS	WHITE,GEO F	09/28/63	271	11	
		DESCRIPTION	59 AC IN SEC 13-11S-3W DESC IN O&G LSE LENIS BERTRAND ETAL TO GEO F WHITE, 9-28-63, RCRD BK 271 PG 11			
718574 -- 1	SCHLESINGER,ORAIS	WHITE,GEO F	07/24/63	270	601	288147
		DESCRIPTION	107 AC IN 2 PCLS IN SEC 14-11S-3W DESC IN O&E LSE ORAIS			

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Exhibit D
Castex Development - Title and Lease History - 000531

EXHIBIT "A"

STATE OF : LOUISIANA COUNTY/PARISH OF: JEFF DAVIS

PROPERTY NO	******* LESSOR *******	******* LESSEE *******	- DATED -	BOOK	PAGE	OR FILE/DOCUMENT NO.

ALL OVERRIDING ROYALTY,NET PROFITS AND PRODUCTION PAYMENT INTERESTS OUT OF THE FOLLOWING OIL AND GAS LEASES OR ASSIGNMENTS:

SCHLESINGER TO GEO F WHITE, 7-24-63, RCRD VOL 270 PG 601 RCPTN 288147

718575 -- 1	MORINE,ODULE	WHITE,GEO F	09/21/63	270	609	
	DESCRIPTION	24 AC IN SEC 13 & 5 AC IN SEC 12-11S-3W DESC IN O&G LSE ODULE MORINE TO GEO F WHITE, RCRD VOL 270 PG 609				
718576 -- 1	BENOIT,DURPHY	WHITE,GEO F	09/27/63	270	617	
	DESCRIPTION	1 AC IN SEC 13-11S-3W DESC IN O&G LSE DURPHY BENOIT TO GEO F WHITE, 9-27-63, RCRD VOL 270 PG 617				
718577 -- 1	SCHNEIDER,LUCILLE B	WHITE,GEO F	09/20/63	270	621	288157
	DESCRIPTION	7 AC IN SEC 13-11S-3W DESC IN O&G LSE LUCILLE B SCHNEIDER TO GEO F WHITE, 9-20-63, RCRD VOL 270 PG 621 RECP 288157				
718578 -- 1	DESOUEN ETUX,EMAR	WHITE,GEO F	10/21/63	270	623	288158
	DESCRIPTION	1.22 AC IN SEC 10 & 5 AC IN SEC 11-11S-3W DESC IN O&G LSE EMAR DESOUEN ETUX TO GEO F WHITE, 10-21-63, RCRD VOL 270 PG 623 RECP 288158				
718579 -- 1	DUFFY ETAL,CORNELIUS A	WHITE,GEO F	10/19/63	270	625	288159
	DESCRIPTION	13 AC IN SEC 10-11S-3W DESC IN O&G LSE CORNELIUS A DUFFY ETAL TO GEO F WHITE, 10-19-63,RCRD VOL 270 PG 625 RCD 288159				
718580 -- 1	ROCHE,RODNEY	WHITE,GEO F	10/25/63	270	621	288160
	DESCRIPTION	4 AC IN SEC 10-11S-3W DESC IN O&G LSE RODNEY ROCHE TO GEO				

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EXHIBIT "A"

STATE OF : LOUISIANA COUNTY/PARISH OF: JEFF DAVIS

PROPERTY NO ******* LESSOR ******* ******* LESSEE ******* - DATED - BOOK PAGE OR FILE/DOCUMENT NO.

ALL OVERRIDING ROYALTY,NET PROFITS AND PRODUCTION PAYMENT INTERESTS OUT OF THE FOLLOWING OIL AND GAS LEASES OF ASSIGNMENTS:

SEC 13 - 9 AC DESC IN O&G LSE J C HOFFPAUIR TO VINCENT F
- - - - -- SONNIER, 3-5-64, RCRD VOL 274 REC 290300

718599 -- 1 FOX,CHAS H WHITE,GEO F 11/17/64 487 280 295218

DESCRIPTION T-11-S, R-3-W
SEC 13 - 367.27 AC DESC IN O&G LSE CHAS H FOX TO GEO F WHITE,
- - - - -- 11-17-64, RCRD VOL 487 PG 280 REC 295218

718600 -- 1 TRAHAN ETAL,ARTEMISE R WHITE,GEORGE F 10/14/63 271 83 288192

DESCRIPTION T-11-S, R-3-W
SEC 13 - 9 AC M/L IN SVRL PCLS RNG DESC IN O&G LSE ARTEMISE R
- - - - -- TRAHAN ETAL TO GEO F WHITE, 10-14-63, RCRD VOL 271
- - - - -- PG 83 REC 288192

718601 -- 1 CAIN,CURTIS WHITE,GEO F 11/11/63 271 101 288201

DESCRIPTION T-11-S, R-3-W
SEC 10 - .75 AC RNG DESC IN O&G LSE CURTIS CAIN TO GEO F WHITE
- - - - -- 11-11-63, RCRD VOL 271 PG 101, REC 288201

718602 -- 1 CONNER,RAY LLOYD WHITE,GEO F 10/16/63 271 159

DESCRIPTION T-11-S, R-3-W
SEC 13 - 2.5 AC RNG DESC IN O&G LSE RAY LLOYD CONNER TO GEO F
- - - - -- WHITE, 10-16-63, RCRD VOL 271 PG 159 REC 288219

718603 -- 1 DUPUIS,EDWARD MIDWEST OIL CORPORATION 05/11/65 00 00 299850

DESCRIPTION 1.00 AC M/L IN T-11S, R-3W, DESC IN O&G LSE EDWARD DUPUIS
TO MIDWEST OIL CRP, 5-11-65, RCRD RECP 299850

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Exhibit D
Castex Development - Title and Lease History - 000533

EXHIBIT "A"

STATE OF : LOUISIANA COUNTY/PARISH OF: JEFF DAVIS PAGE 6

PROPERTY NO ******* LESSOR ******* ******* LESSEE ******* - DATED - BOOK PAGE OR FILE/DOCUMENT NO.

ALL OVERRIDING ROYALTY,NET PROFITS AND PRODUCTION PAYMENT INTERESTS OUT OF THE FOLLOWING OIL AND GAS LEASES OR ASSIGNMENTS:

F WHITE, 10-25-63 RCRD VOL 270 PG 621 RCP 288160

718581 -- 1	MILNER,PLESANT C	WHITE,GEO F		10/25/63	270	631
	DESCRIPTION	9 AC IN 2 PCLS IN SEC 10-11S-3W DESC IN O&G LSE PLESANT C MILNER TO GEO F WHITE, 10-25-63, RCRD VOL 270 PG 631 RCP 288162				
718582 -- 1	SMITH ETAL,DEWITT	WHITE,GEO F		10/22/63	270	633
	DESCRIPTION	59.52 AC IN SEC 10-11S-3W DESC IN O&G LSE DEWITT SMITH ETAL TO GEO F WHITE, 10-22-63, RCRD VOL 270 PG 633				
718583 -- 1	DE TOGNE ETAL,OLGA H	WHITE,GEO F		10/22/63	270	637
	DESCRIPTION	59.52 AC IN SEC 10-11S-3W DESC IN O&G LSE OLGA H DE TOGNE ETAL TO GEO F WHITE, 10-22-63, RCRD VOL 270 PG 637				
718584 -- 1	GUIDRY SR,VILMOND	WHITE,GEO F		10/23/63	271	5
	DESCRIPTION	4 AC IN SEC 10-11S-3W DESC IN O&G LSE VILMOND GUIDRY SR TO GEO F WHITE, 10-23-63, RCRD VOL 271 PG 5				
718585 -- 1	SCHLESINGER,ORAIS	WHITE,GEO F		09/21/63	271	9
	DESCRIPTION	40 AC IN SEC 13-11S-3W DESC IN O&G LSE ORAIS SCHLESINGER TO GEO F WHITE, 9-21-63,RCRD VOL 271 PG 9				
718586 -- 1	MILLER,SHELTON	WHITE,GEO F		10/01/63	271	7 288168
	DESCRIPTION	44.5 AC IN SECS 10&13-11S-3W DESC IN O&G LSE SHELTON MILLER TO GEO F WHITE, 10-1-63, RCRD VOL 271 PG 7 RCP 288168				
718587 -- 1	MILLER ETAL,ALBERT	WHITE,GEO F		11/01/63	271	33

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Castex Development - Title and Lease History - 000534 Exhibit D

EXHIBIT "A"

STATE OF : LOUISIANA COUNTY/PARISH OF: JEFF DAVIS

PROPERTY NO	******* LESSOR *******	******* LESSEE *******	- DATED -	BOOK	PAGE	OR FILE/DOCUMENT NO.

ALL INTEREST IN THE FOLLOWING LEASES AND OPTIONS:

DESCRIPTION 73 AC IN 2 PCLS IN SEC 13-11S-3W DESC IN O&G LSE ALBERT MILLER ETAL TO GEO F WHITE, 11-1-63, RCRD VOL 271 PG 33

718548 -- 1	FITZGERALD ETAL,ALLEN	WHITE,GEO F	10/27/63	271	37	288176

DESCRIPTION 1 AC IN SEC 10-11S-3W DESC IN O&G LSE ALLEN FITZGERALD ETAL TO GEO F WHITE, 10-23-63, RCRD VOL 271 PG 37 RCP 288176

718549 -- 1	MARCEAUX ETUX,JOHN C	WHITE,GEO F	10/18/63	271	39	288177

DESCRIPTION 3.75 AC IN SEC 10-11S-3W DESC IN O&G LSE JOHN C MARCEAUX ETUX TO GEO F WHITE, 10-18-63, RCRD VOL 271 PG 39 RCP 288177

718590 -- 1	FLETCHER,HOWARD EMERY	WHITE,GEO F	10/23/63	271	41	

DESCRIPTION 1 AC IN SEC 10-11S-3W DESC IN O&G LSE HOWARD EMERY FLETCHER TO GEO F WHITE, 10-23-63, RCRD VOL 271 PG 41

718591 -- 1	MCLEAN,ALCEE	WHITE,GEO F	10/26/63	271	47	

DESCRIPTION T-11-S, R-3-W
SEC 10 - 1 AC BOUNDED ON N BY VILMOND GUIDRY, E BY CORNELIUS
- - - -- DUFFY, S BY DON GUENTHER & W BY C J TRAHAN

718592 -- 1	CANTRELLE,LOUISE M	WHITE,GEO F	10/25/63	271	49	288180

DESCRIPTION T-11-S, R-3-W
SEC 10 - 4.25 AC IN 2 PCLS PNG SAME LND DESC IN O&G LSE
- - - -- LOUISE M CANTRELLE TO GEO F WHITE, 10-25-63, RCRD
- - - -- VOL 271 PG 49 REC 288180

718593 -- 1	HOFFPAUIR,JOSEPH P	WHITE,GEO F	10/25/63	271	51	288181

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EXHIBIT "A"

STATE OF : LOUISIANA COUNTY/PARISH OF: JEFF DAVIS

PROPERTY NO	******* LESSOR *******	******* LESSEE *******	- DATED -	BOOK	PAGE	OR FILE/DOCUMENT NO.
ALL INTEREST IN THE FOLLOWING LEASES AND OPTIONS:						
		DESCRIPTION	T-11-S, R-3-W SEC 13 - 2 AC RNG DESC IN O&G LSE JOSEPH D HOFFPAUIR TO GEO F - - - - -- WHITE, 10-25-63, RCRD VOL 271 PG 51 RECP 288181			
71R594 -- 1	BROUSSARD,ALBERT L	WHITE,GEO F	10/25/63	271	53	288182
		DESCRIPTION	T-11-S, R-3-W SEC 13 - 1.5 AC RNG DESC IN O&G LSE ALBERT L BROUSSARD TO GEO - - - - -- F WHITE, 10-25-63, RCRD VOL 271 PG 53 REC 288182			
71R595 -- 1	BLANCHARD,EUPHEMIE	SONNIER,VINCENT F	03/04/64	274	XX	290298
		DESCRIPTION	T-11-S, R-3-W SEC 13 - 16 ACS RNG SAME LND DESC IN O&G LSE EUPHEMIE - - - - -- BLANCHARD ETAL TO VINCENT F SONNIER, 3-4-64, RCRD - - - - -- VOL 274 RECP 290298			
71R596 -- 1	MARCEAUX,HUGH	SONNIER,VINCENT F	03/05/64	274	XXX	290299
		DESCRIPTION	T-11-S, R-3-W SEC 13 - 11 AC DESC IN O&G LSE FRM HUGH MARCEAUX TO VINCENT F - - - - -- SONNIER, 3-5-64, RCRD VOL 274 REC 290299			
71R597 -- 1	HOFFPAUIR,ROSE BENOIT	SONNIER,VINCENT F	03/05/64	274	00	290297
		DESCRIPTION	T-11-S, R-3-W SEC 13 - 3.4 AC RNG DESC IN O&G LSE ROSE B HOFFPAUIR TO - - - - -- VINCENT F SONNIER, 3-5-64, RCRD VOL 274 RECP 290297			
71R598 -- 1	HOFFPAUIR,J C	SONNIER,VINCENT F	03/05/64	274	00	290300
		DESCRIPTION	T-11-S, R-3-W			

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Castex Development - Title and Lease History - 000536 Exhibit D

STATE OF : LOUISIANA COUNTY/PARISH OF: JEFF DAVIS

PROPERTY NO	****** LESSOR ******	****** LESSEE ******	- DATED -	BOOK	PAGE	OR FILE/DOCUMENT NO.

ALL OVERRIDING ROYALTY,NET PROFITS AND PRODUCTION PAYMENT INTERESTS OUT OF THE FOLLOWING OIL AND GAS LEASES OR ASSIGNMENTS:

718604 -- 1	GUIDRY, VILMOND L	MIDWEST OIL CORPORATION	08/20/65	00	00	301404
	DESCRIPTION	T-11-S, R-3-W SEC 10 - PTN S/2 DESC IN O&G LSE VILMOND L GUIDRY TO MIDWEST OIL CRP, 8-20-65, RCRD RECP 301404				
718605 -- 1	ESTES ETUX,CONNERLY R	MIDWEST OIL CORPORATION	08/20/65	00	00	301405
	DESCRIPTION	T-11-S, R-3-W SEC 10 - PTN S/2 DESC IN O&G LSE CONNERLY R ESTES ETUX TO MIDWEST OIL CRP, 8-20-65, RCRD RECP 301405				
718606 -- 1	MONLEZUN SR,LEE J	MIDWEST OIL CORPORATION	08/23/65	REC	NO	301406
	DESCRIPTION	T-11-S, R-3-W SEC 10 - PTN W 1/2 S/2 DESC IN O&G LSE LEE J MONLEZUN SR TO MIDWEST OIL CRP, 8-23-65, RECP NO 301406				
718607 -- 1	GUIDRY,VALRIE	MIDWEST OIL CORPORATION	08/23/65	00	00	301408
	DESCRIPTION	T-11-S, R-3-W SEC 10 - PTN W 1/2 S/2 DESC IN O&G LSE VALRIE GUIDRY TO MIDWEST OIL CRP, 8-23-65, RECP NO 301408				
718608 -- 1	STAGG,WM L	MIDWEST OIL CORPORATION	08/23/65	00	00	301407
	DESCRIPTION	T-11-S, R-3-W SEC 10 - PTN S/2 DESC IN O&G LSE WM L STAGG TO MIDWEST OIL CRP -- - - -- 8-23-65, RCRD RECP NO 301407				
718609 -- 1	DEWITT,DUDLEY	MIDWEST OIL CORPORATION	08/24/65	00	00	301483

CONTINUED ON NEXT PAGE

Castex Development - Title and Lease History - 000537 Exhibit D

EXHIBIT "A"

STATE OF : LOUISIANA COUNTY/PARISH OF: JEFF DAVIS

PROPERTY NO	******* LESSOR *******	******* LESSEE *******	- DATED -	BOOK	PAGE	OR FILE/DOCUMENT NO.
ALL INTEREST IN THE FOLLOWING LEASES AND OPTIONS:						
		DESCRIPTION	T-11-S, R-3-W SEC 9 - 1 AC IN SE/PTN DESC IN O&G LSE DUDLEY DEWITT TO - - - -- MIDWEST OIL CRP, 8-24-65, REC 301483			
718610 -- 1	TRAHAN ETUX,CHERIS J	MIDWEST OIL CORPORATION	08/25/65	00	00	301485
		DESCRIPTION	T-11-S, R-3-W SEC 9 - 1 AC IN SE/PTN DESC IN O&G LSE CHERIS J. TRAHAN ETUX TO - - - -- MIDWEST OIL CRP, 8-25-65, RECP 301485			
718611 -- 1	LEFORT,PAUL B	MIDWEST OIL CORPORATION	08/26/65	00	00	301654
		DESCRIPTION	1 AC IN SE/PT SEC 9-11S-3W DESC IN O&G LSE PAUL B LEFORT TO MIDWEST OIL CRP, 8-26-65, RECP 301654			
718612 -- 1	BENOIT, VANCE	WHITE, GEO F	03/22/66	293	87	306478
		DESCRIPTION	43 AC IN SECS 10&13-11S-3W DESC IN O&G LSE VANCE BENOIT TO GEO F WHITE, 3-22-66, RCRD VOL 293 PG 87 REC 306478			
718613 -- 1	HOAG,PORT E	WHITE,GEO F	03/22/66	293	91	306479
		DESCRIPTION	14.22 AC IN SE/4 SEC 9-11S-3W DESC IN O&G LSE PORT E HOAG TO GEO F WHITE, 3-22-66, RCRD VOL 293 PG 91 RECP 306479			
718614 -- 1	BROUSSARD,EARL L	UNKNOWN	12/13/62			
		DESCRIPTION	15 AC BNG PTN 2ND MIOGYPSINDIDES SND UT A IN SECS 9,10,13&14-11S-3W DESC IN O&G LSE FRM EARL L BROUSSARD, DTD 12-13-62			
718615 -- 1	LEGROS ETAL,LASSON	RUFFIN,JAMES C	11/07/62	253	237	272206

CONTINUED ON NEXT PAGE

EXHIBIT "A"

STATE OF : LOUISIANA COUNTY/PARISH OF: JEFF DAVIS

PROPERTY NO. ******* LESSOR ******* ******* LESSEE ******* - DATED - BOOK PAGE OR FILE/DOCUMENT NO.

ALL INTEREST IN THE FOLLOWING LEASES AND OPTIONS:

DESCRIPTION SEC 37-10S-3W DESC IN ORG LSE LASSON LEGROS ETAL TO JAS C RUFFIN, 11-7-62, RECD VOL 253 PG 237 RECD 272206

END OF EXHIBIT A FOR JEFF DAVIS

FILED & RECORDED: JULY 12, 1974 FILE # 380697 CLERK & EX OFFICIO RECORDER
XXXXXXXXXXXXXXXXXXXXX

415/
323

RECEIVED AND FILED 392931
1975 OCT 20 AM 8:57
CLERK OF COURT

SUCCESSION OF : 14TH JUDICIAL DISTRICT COURT
NO. 17,110 : PARISH OF CALCASIEU
BEULAH BLANCHE BOUDREAUX BOURDIER : STATE OF LOUISIANA

JUDGMENT OF POSSESSION

This matter comes before the Court on the petition of the children who are the sold forced heirs of the decedent, Beulah Blanche Boudreaux Bourdier, to be recognized as such and placed in possession of the decedent's property in the manner and form provided by law; the inheritance taxes having been agreed upon and paid as is evidenced by the receipt for Tax paid and the Inheritance and Estate Transfer Tax return filed in these proceedings, and it appearing that the succession is relatively free from debt as defined by the Louisiana Code of Civil Procedure and the heirs having accepted the succession purely, simply and unconditionally and the law and the evidence being in favor thereof:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that any further administration of this estate be and the same is hereby concluded and dispensed with.

392931

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that MILTON F. BOURDIER, ALFRED C. BOURDIER, LYNN H. BOURDIER, BERNADINE B. ZIBILICH, born BOURDIER, ROSE MARIE PETITJEAN, born BOURDIER, and DAVID L. BOURDIER, be and they are hereby recognized as the children of the decedent and such, her forced heirs, and placed in possession of all of the movable and immovable property left by the decedent, subject to the payment of charges, said properties being more particularly described as follows, to-wit:

I) IMMOVABLE PROPERTY:

The immovable property is described on the exhibit attached hereto and made part hereof.

II) MOVABLE PROPERTY:

a) Miscellaneous household goods, furniture fixtures and appliances located at 816 North Lyons Street, Lake Charles, La.

b) Check No. R-6971 for delay rental payment on Lease No. 37790 to order of Calcasieu Marine National Bank of Lake Charles.

c) Calcasieu Marine National Bank of Lake Charles:

Checking Account No. 01-104241-20
Regular Passbook Savings No. 01-104241-20
Gold Star Savings No. 01-104241-25

d) Calcasieu Savings and Loan Association Account No. 25-28790

e) Automobile - 1964 Ford F/L 4-door 4K42F 201895

f) One-eighth interest in checking account in the name of Johnson Boudreaux Farm at the Jeff Davis Bank & Trust in Jennings, Louisiana in the amount of $5,677.69.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all banks, trust companies, insurance companies and all other persons, partnerships, corporations and depositories having on deposit or in their possession under their control, any monies, credits, stocks, dividends or other property or things of value, depending upon or belonging to the succession of the decedent, Beulah Blanche Boudreaux Bourdier, are hereby required to deliver them to the heirs of the decedent as set forth in this said judgment.

THUS DONE AND SIGNED in Chambers at Lake Charles, Louisiana, on this 7 day of October, 1975.

S/ Earl C. Cutrer
DISTRICT JUDGE

EXHIBIT "A"

SUCCESSION OF BEULAH BLANCHE BOUDREAUX BOURDIER

IMMOVABLE PROPERTY:

CALCASIEU PARISH, LOUISIANA:

(1) Commence 66 2/3 feet North of Martha Street on East side of Lyons Street, thence North 66 2/3 feet, thence East 195 feet, thence South 66 2/3 feet, thence West 195 feet to commencement, in Block 7, Nix Addition; and

Commence 133 1/3 feet North of Martha Street on East side of Lyons Street, thence North 66 2/3 feet, thence East 26 2/3 feet, thence South 66 2/3 feet, thence West 26 2/3 feet to commencement, in Block 7, Nix Addition, together with all buildings and improvements thereon located.

(2) An undivided one-fourth (1/4) interest in and to:

Lot 621 in the Subdivision of the North Half of Southeast Quarter of Southwest Quarter (N/2 of SE/4 of SW/4), Section Thirty (30), Township Nine (9) South, Range Ten (10) West, Louisiana Meridian, acquired by Adolph C. Boudreaux from Mutual Sulphur & Oil Co., by deed bearing File No. 32606, recorded in Conveyance Book 151, page 437, Records of Calcasieu Parish, Louisiana.

JEFFERSON DAVIS PARISH, LOUISIANA:

(1) An undivided one-fourth (1/4) interest in and to:

Lots Ten (10) and Eleven (11) of Block Six (6) of Richard Subdivision of Lot Three (3) of Section Fourteen (14), Township Ten (10) South, Range Two (2) West, Louisiana Meridian, situated in Jefferson Davis Parish, Louisiana, together with the improvements thereon situated.

(2) An undivided one-eighth (1/8) interest in and to:

That tract of property in Jefferson Davis Parish, Louisiana, with all improvements thereon located and situated; together with all of the oil, gas and minerals underlying, or which may be produced therefrom, subject, however, to that oil, gas and mineral lease dated May 12, 1945, granted by Albert Sidney Johnson and Adolph C. Boudreaux, joined by his wife, Rosa Castex Boudreaux, in favor of M. N. Stafford, recorded in Book 110, page 522, Records of the Parish of Jefferson Davis, Louisiana, and later assigned; and together with that oil, gas and other mineral royalty right equal to three-thirty-seconds (3/32nds) or .093750 of the whole of all oil, gas and other minerals which may be produced from the whole of said tract which contains 1,125.35 acres, more or less, the whole of which tract of land is described as follows, to-wit:

(a) Section Thirty-nine (39) in Township Ten (10) South of Range Three (3) West, Louisiana Meridian, except that portion lying in triangular form West of the East boundary line of Section Fourteen (14) if extended through said Section Thirty-nine (39); (b) Lot Two (2) of Fractional Section Thirteen (13) in Township Ten (10) South of Range Three (3) West, Louisiana Meridian; (c) Section Seventeen (17) in Township Ten (10) South of Range Two (2) West, Louisiana Meridian, except the 328 acres,

more or less, of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey made by E. J. Mead, C. E., dated in 1921; including two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. S. Alston & Co., and (d) Section Eighteen (18) in Township Ten (10) South of Range Two (2) West, Louisiana Meridian, lying between the Southeast corner of the aforedescribed Section Thirty-nine (39) on the West, and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolph C. Boudreaux acquired the said property from Jean Castex, Jr., and which Act is recorded in Jefferson Davis Parish, Louisiana; LESS, EXCEPT AND NOT INCLUDED in the aforedescribed tract are those ten acre parcels of property described as follows and designated as "First" and "Second," to-wit:

> First. That ten acre parcel of land situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolph C. Boudreaux to Pelican Oil Purchasers, Inc., by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the

lower front corner of the Robira ten acre tract for a point of beginning; thence following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence leaving the River and running South 37° 00' West 693.5 feet; thence North 72° 06' West 691.5 feet to lower side line of the Robira ten acre tract; thence following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by ten acre tract owned by John J. Robira, his widow, heirs and assigns, on the West by other land of Albert Sidney Johnson and Adolph C. Boudreaux.

Second. That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolph C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, page 101, of the records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit:

Beginning at a point 459 feet South of the corner between Section Eighteen (18), Township Ten (10) South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37°, West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 53°, East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, 921 feet South of the corner between the two said Sections; thence South 53° East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37° East 726 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe on the right descending bank

of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing ten (10) acres.

(3) An undivided one-sixteenth (1/16) interest of all the oil, gas and other minerals underlying or which may be produced from that tract of property located and situated in the Parish of Jefferson Davis, State of Louisiana, described as follows, to-wit:

Beginning at a point 459 feet South of the corner between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 53° East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, 921 feet South of the corner between the two said Sections; thence South 53° East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37° East 726 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe on the right descending bank of the Mermentau River; thence North 53° West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing ten (10) acres.

(4) An undivided one-eighth (1/8) interest of all the oil, gas and other minerals underlying or which may be produced from that ten acre tract of land located and situated in the Parish of Jefferson Davis, State of Louisiana, described as follows; subject to that oil, gas and mineral lease dated May 12, 1945, granted by Albert Sidney Johnson and Adolph C. Boudreaux, joined by his wife, Rosa Castex Boudreaux, in favor of M. N. Stafford, recorded in Book 110, page 522, Records of Jefferson Davis Parish, Louisiana, and later assigned; and together with that oil, gas and mineral royalty right equal to three-sixty-fourths (3/64ths) or .046875 of the whole of all oil, gas and other minerals which may be produced therefrom, the whole of which said ten acre tract is described as follows, to-wit:

> Ten acres of land situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten (10) acres are further described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira ten acre tract for a point of beginning; thence following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence leaving the River and running South 37° 00' West 693.5 feet; thence North 72° 06' West 691.5 feet to lower side line of the Robira ten acre tract, thence following said line North 37° 00' East 693.5 feet to place of beginning and containing ten acres, as per plat by F. Shutts Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten acre

tract owned by John J. Robira, his widow, heirs or assigns; on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolph C. Boudreaux.

ACADIA PARISH, LOUISIANA:

(1) An undivided five-forty-eighths (5/48) interest in and to:

Lot Six (6) of Block Eleven (11); Lots Nine (9), Ten (10), and Eleven (11) of Block Thirty-four (34); Lots Four (4), Five (5), Six (6), and Seven (7) of Block Thirty-five (35); and a portion of Lot One (1) of Block Forty (40); all in the Town of Mermentau, Acadia Parish, Louisiana, as per plat of said Town on file in the office of the Clerk of Court and Ex-Officio Recorder of Acadia Parish, Louisiana; together with all the improvements thereon situated. It being part of the property acquired by Adolph C. Boudreaux from Euclide D. Conner by deed bearing File No. 26370, recorded in Conveyance Book J-2, page 142, Records of Acadia Parish, Louisiana.

(2) An undivided one-fourth (1/4) interest in and to:

That certain tract of land containing Eighty-four (84) acres, more or less, situated in Acadia Parish, Louisiana, and located in Section Twenty-five (25), Township Ten (10) South, Range Two (2) West, Louisiana Meridian, and bounded Northeast by the Latrielle Estate, Inc., Southeast by Rosa Belle Duhon, Southwest by Mrs. Rosa Boudreaux, Gus

Godeaux and Frank R. Burris, et als, and Northwest by the Mermentau River, together with all the improvements thereon situated. Said property having been acquired by Adolph C. Boudreaux from Albert Green by deed bearing File No. 34274 and recorded in Conveyance Book S-2, page 274, Records of Acadia Parish, Louisiana.

(3) An undivided one-fourth (1/4) interest in and to:

That certain tract of land containing Fifty-four (54) acres, more or less, situated in Acadia Parish, Louisiana, and located in the Northwest Quarter (NW/4) of Section Five (5), Township Eleven (11) South, Range Two (2) West, Louisiana Meridian, and bounded North by Oneal Legros Estate, East by Alphee LeBlanc estate, South by Jules S. Mauboules Estate, and West by Jerry S. Ashley, Joseph Jeanise and Lula H. Jeanise, together with the improvements thereon situated. Said property having been acquired by Adolph C. Boudreaux from the Succession of Aurelien LeBlanc by deed bearing File No. 97203, recorded in Conveyance Book Q-4, page 159, Records of Acadia Parish, Louisiana.

(4) An undivided one-fourth (1/4) interest in and to:

That certain tract of land containing five (5) acres, more or less, situated in Acadia Parish, Louisiana, and located in Section Seven (7), Township Eleven (11) South, Range Two (2) West, Louisiana Meridian, and bounded North by Romain and Oday LeBlanc and August Benoit and P. C. Smith Estate, and Mrs. Prevost LeBlanc, East by Pierre Trahan, South

by Texas Company and West by Romain and Oday LeBlanc and August Benoit and P. C. Smith Estate. Said property having been acquired by Adolph C. Boudreaux from the Succession of Aurelien LeBlanc by deed bearing File No. 97203, recorded in Conveyance Book Q-4, page 159, Records of Acadia Parish, Louisiana.

(5) An undivided one-fourth (1/4) interest in and to:

A certain tract or parcel of land containing Forty (40) acres, more or less, situated in Irregular Section 25, Township Ten (10) South, Range Two (2) West, more fully described and bounded now or formerly as follows, to-wit: Bounded on the Northeast by lands of A. C. Boudreaux Estate; Southwest by lands of Ray Richard, formerly Martin Richard and/or West line of said Section 25; Northwest by lands of F. Gotreaux, and Southeast by lands of Charles T. Duhon Estate.

(6) An undivided one-fourth (1/4) interest in and to:

A certain tract or parcel of land containing 7.5 acres, more or less, situated in Irregular Section 24, Township Ten (10) South, Range Two (2) West, and more fully described and bounded now or formerly as follows, to-wit: Bounded on the Northeast by East line of said Section 24, Southwest by lands of the Texas Company; Southeast by lands of Ray Richard, formerly Martin Richard, and Northwest by lands of the Texas Company.

(7) An undivided one-fourth (1/4) interest in and to:

That certain tract of land containing Twenty (20) acres, more or less, situated in the Southeast Quarter of Section Seventy-two (72), Township Ten (10) South, Range Two (2) West, Louisiana Meridian, bounded now or formerly as follows: North by Arthur Crawford and the Estate of Thomas W. Crawford; East by Alphee Simon; South by Mrs. Arthur Crawford and the Estate of Thomas W. Crawford.

(8) An undivided one-fourth (1/4) interest in and to:

That certain tract of land containing 18.75 acres, more or less, situated in Section One (1), Township Eleven (11) South, Range Two (2) West, Louisiana Meridian, bounded now or formerly as follows: North by F. P. Breaux and Arthur Crawford and Estate of Thomas W. Crawford; East by Clemile Trahan, and West by the Estate of J. S. Mamoules.

(9) An undivided one-fourth (1/4) interest in and to:

Lots Seven (7), Eight (8) and Eleven (11) of Block Thirty-eight (38) of the Village of Mermentau, Acadia Parish, Louisiana, together with all improvements thereon.

(10) An undivided one-fourth (1/4) interest in and to:

Those certain tracts or parcels of land situated in Section Thirty-two (32), Township Ten (10) South, Range Two (2) West, in the Village of Mermentau, Acadia Parish, Louisiana, as follows:

(a) A lot fronting 400 feet on the South line of the right of way of U. S. Highway 90 and 400 feet on the right of way of the Louisiana Western Railroad with its East line running in and along the East line of Section 32, and its West line running parallel to said East line so as to form a tract 400 feet from East to West approximately 45 feet running in a Northwesterly direction, and

(b) A lot West of and adjoining the above tract fronting 440 feet on the South line of said Highway right of way and 445 feet on the North line of the right of way for the switch track of said railroad so as to form a triangular parcel of ground with its South line running in a Northwesterly direction to a point in the South line of said Highway right of way and its East line extending in a Northwesterly direction from the North line of the railroad right of way first above mentioned to the South line of said railroad right of way.

Being the same property acquired by Rosa C. Boudreaux from Albert Sidney Johnson by act of exchange dated May 22, 1939, and recorded in Conveyance Book K-6, at page 393.

(11) An undivided one-twelfth (1/12) interest in and to:

That certain tract of land containing twenty (20) acres, more or less, situated in Section Sixty-one (61), Township Ten (10) South,

Range Two (2) West, in Acadia Parish, Louisiana, bounded North, East, South and West by Lovic C. Desormeaux.

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STATE OF LOUISIANA
PARISH OF CALCASIEU

FOURTEENTH JUDICIAL DISTRICT
OFFICE OF THE CLERK OF COURT

I HEREBY CERTIFY, That the foregoing is a true and correct copy of the original

Judgment of Possession

filed for record in this office October 7 19 75, bearing File No. 1386497, and duly recorded on October 8, 19 75, in Book 1374 of Conveyances on page 95, et seq.

IN TESTIMONY WHEREOF, witness my official signature and seal of office at Lake Charles, Louisiana, on this the 8 day of October, A.D. 19 75

ACTON HILLEBRANDT, CLERK OF COURT

By, Acton Hillebrandt
Deputy Clerk of Court

FORM NO.—36

Gay E. Hall

FILED & RECORDED: OCTOBER 20, 1975 FILE #302931 CLERK & EX-OFFICIO RECORDER.

Exhibit D
Castex Development - Title and Lease History - 000554

DAIGLE-LEAM
FORM 43 CPM-NEW SOUTH
LOUISIANA REVISED FOUR (4)-POOLING
REVISED '81

4 407

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of June 16 19 76,

by and between

MARK A. BOUDREAUX, husband of Bernice Foreman, of 3823 Fox Run Drive, Apt. 1329, Cincinnati, Ohio 45236 401467

CASTEX M. BOUDREAUX, represented herein by Lydia McBride Boudreaux, his duly authorized agent and Attorney-in-fact as per power of attorney recorded in COB 329 page 319, file No. 329070 records of Jefferson Davis Parish, La., of 1313 Tenth Street, Lake Charles, Louisiana 70601

REUBEN RAYMOND BRUCE, husband of Marie Simoneaux, of 439 E. Academy, Jennings, La. 70546

WORREL B. JOHNSON, husband of Dora Cary, of P. O. Box 388, Welsh, Louisiana 70591

GRACE JOHNSON MILLER, divorced from Ralph M. Miller, of 114 Davies Street, Jennings, Louisiasna 70546

ORA JOHNSON MIGUEZ, wife of Adam Miguez, of 114 Davies Street, Jennings, Louisiana 70546

O. W. JOHNSON, JR., husband of Carolyn Leonard Johnson, of P. O. Box 747, Welsh, La. 70591

RICHARD W. JOHNSON, husband of Nancy Watkins Johnson, P. O. Box 190, Welsh, La. 70591

YVETTE MARIE BOUDREAUX PEARCE, divorced from Walter M. Miller, now married to Jack Pearce, 4023 Cappy Drive, Lake Charles, Louisiana 70601

ALBERT SIDNEY JOHNSON, III, husband of Agnes Saulnier, of P. O. Box 449 Oracle, Arizona 85623

SANDRA LYNN TRAHAN, born Johnson, wife of Markham Trahan, of 2025 Cammie Street, Metairie, Louisiana 70003

MILTON F. BOURDIER, husband of Margaret Badgley, of 311 Goss Road, Westlake, Louisiana 70669

ALFRED C. BOURDIER, husband of Gayle Hoffpauir, of Rt. 7 Box 601, Lake Charles, La. 70601

LYNN H. BOURDIER, husband of Eva Cutright, of 416 Julius Street, Lake Charles, La. 70601

BERNADINE BOURDIER ZIBILICH, wife of William Zibilich, of 125 Valentine Drive, Avondale, Louisiana 70094

ROSE MARIE BOURDIER PETITJEAN, wife of Lee J. Petitjean, of 1451 Chateau Circle N, Lake Charles, Louisiana 70601

DAVID L. BOURDIER, husband of Janet Robicheaux, of 419 Railroad Avenue, Patterson, Louisiana 70392

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herein called "Lessor" (whether one or more) and PAUL E. BRUMMETT, husband of Patricia Nelson, of P. O. Box 986, Jennings, Louisiana 70546 hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of ONE HUNDREDDOLLARS and other valuable / considerations ($100.00&ovc), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder or in connection with similar operations on adjoining land, and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

(a) All of Lessors' undivided interest in and to the following described property located in Jefferson Davis Parish, Louisiana, to-wit: Section Thirty-nine (39) in Township Ten (10) South of Range Three (3) West, Louisiana Meridian, except that portion lying in triangular form West of the East boundary line of Section Fourteen (14) if extended through said Section 39; (b) Lot Two (2) of Fractional Section Thirteen (13) in Township Ten (10) South of Range Three (3) West, Louisiana Meridian; (c) Section Seventeen (17) in Township Ten (10) South, Range Two (2) West, Louisiana Meridian, (except the 328 acres more or less of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a Plat of Survey made by E. J. Mead, C. E., dated in 1921); including the two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. S. Alston & Co., and (d) Section Eighteen (18) in Township Ten (10) South of Range Two (2) West, Louisiana Meridian, lying between the Southeast corner of the aforedescribed Section Thirty-nine (39) on the West, and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolphe C. Boudreaux acquired the said property from Jean Castex, Jr., and which Act is recorded in Jefferson Davis Parish, Louisiana; LESS, EXCEPT AND NOT INCLUDED in the aforedescribed tract are those two ten acre parcels of property described as follows and designated as "First Exception" and "Second Exception", to-wit:

First Exception: That ten acre parcel of land situated in Section Eighteen (18) Township Ten (10) South of Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 19[illegible] and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10), South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10-acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence, leaving the River and running South 37° 00' West 693.5 feet; thence, North 72° 06' West 691.5 feet to lower side line of the Robira 10 acres; thence, following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acres tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

Second Exception: That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10), South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the Corner between Section Eighteen (18) Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 53°, East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West 921 feet South of the corner between the two said Sections; thence, South 53°, East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37° East 726 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River; thence North 53°, West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing ten (10) acres, LESS AND EXCEPT all that portion included in the following Units (1) 8600 foot SU C as per order No. 26-A-10 effective January 12, 1966; (2) Het I Sand Unit A as per order No. 101-E effective December 1, 1962; (3) 10,200 foot Sand Unit as per order No. 101-C and amended by order No. 101-C-1 effective October 9, 1971, LESS AND EXCEPT all depths down to but not inclusive of the 10,600' SU A Sand established by Conservation Order No. 101-D,

[illegible] exception being 70.51 acres in Section 39, Township 10 South, Range 3 West, leased to Ruffin T. [illegible]ry on July 6, 1971 and recorded in Conveyance Book 358, page 846, under file No. 352892, leaving [illegible]ame leased herein of 774.21 acres, more or less.

404467

lease appr

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1976 NOV 10 PM 12: 23
CLERK OF COURT
JEFFERSON DAVIS PARISH

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 774.21 acres, whether it actually comprises more or less.

This lease shall be for a term of five (5) years and no months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on June 16, 19 77, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of Fifty and No/100 ---- Dollars ($ 50.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods Fifty and No/100 ----- Dollars ($ 50.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the depository banks as provided in ____ Y X paragraph 16 hereof ____ which Bank or its successors shall continue to be the depository for such rentals, ne representative of Lessor and Lessor's successors and

assigns, and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository, and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall be reduced proportionately, according to acreage. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than 3 consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-sixth (1/6) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-sixth (1/6) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-sixth (1/6) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-sixth (1/6) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages ---------- of Lessor caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said land shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of land or as to an undivided interest in the land, contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall not affect the rights of others.

10. Lessor hereby warrants ---------- the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties, and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than Three (3) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

16. This lease may be executed in counterpart or may be ratified by separate instruments and shall be binding on all parties who so execute or ratify it whether or not it is executed by all of the parties herein named.

Lessor agrees that each of the above named parties owns and shall be entitled to receive that fractional part of the delay rentals set out opposite his or her name below. Each respective lessor designates the bank named opposite his or her name as the depository for payment or tender of his or her proportionate part of the rentals in accordance with the provisions of this lease.

Name	Amount	Depository
Mark A. Boudreaux	$4,838.81	Fifty Third Bank-Kenwood Plaza Branch, Cincinnati, Ohio
Castex M. Boudreaux	4,838.81	The Calcasieu-Marine National Bank of Lake Charles, Lake Charles, La.
Reuben Raymond Bruce	9,677.63	The Calcasieu-Marine National Bank of Lake Charles, Jennings Branch, Jennings, La.
Worrel B. Johnson	1,935.53	The Calcasieu-Marine National Bank of Lake Charles, Welsh Branch, Welsh, La.
Grace Johnson Miller	1,935.53	The Calcasieu-Marine National Bank of Lake Charles, Jennings, Branch, Jennings, La.
Ora Johnson Miguez	1,935.53	The Calcasieu-Marine National Bank of Lake Charles, Jennings Branch, Jennings, La.
O. W. Johnson, Jr.	967.76	The Calcasieu-Marine National Bank of Lake Charles, Welsh Branch, Welsh, La.
Richard W. Johnson	967.76	The Calcasieu-Marine National Bank of Lake Charles, Welsh Branch, Welsh, La.
Yvette Marie Boudreaux Pearce	4,838.81	First National Bank, Southside Branch, Lake Charles, Louisiana 70601

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Albert Sidney Johnson III	967.76	Valley National Bank, Oracle Branch, Tucson, Arizona
Sandra Lynn Trahan	967.76	The First National Bank of Lafayette, Lafayette, Louisiana
Milton F. Bourdier	806.47	First National Bank, Westlake Branch, Westlake, Louisiana
Alfred C. Bourdier	806.47	The Calcasieu-Marine National Bank of Lake Charles, Lake Charles, La. 70601
Lynn H. Bourdier	806.47	Lakeside National Bank, McNeese Branch, Lake Charles, Louisiana 70601
Bernadine Bourdier Zibilich	806.47	Merchant's Trust & Savings Bank, Avondale, Louisiana
Rose Marie Bourdier Petitjean	806.47	The Calcasieu-Marine National Bank of Lake Charles, Enterprise Blvd. Branch, Lake Charles, Louisiana 70601
David L. Bourdier	806.47	Patterson State Bank, Patterson, Louisiana

IN WITNESS WHEREOF, this instrument is executed on the date first above written,

WITNESSES:

Mark A. Boudreaux

CASTEX M. BOUDREAUX represented herein by Lydia McBride Boudreaux

Reuben Raymond Bruce

Worrel B. Johnson

Grace Johnson Miller

Ora Johnson Miguez

O. W. Johnson, Jr.

Richard W. Johnson

Yvette Marie Boudreaux Pearce

Albert Sidney Johnson, III

Sandra Lynn Trahan

Milton F. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

David L. Bourdier

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STATE OF OHIO
PARISH (OR COUNTY) OF Hamilton

On this 26th day of June, 19 76, before me personally appeared MARK A. BOUDREAUX to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Juanita DeVaughn
Notary Public, Hamilton County, Ohio
My Commission Expires Apr. 30, 1981

Juanita DeVaughn
Notary Public.

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

_____
Notary Public in and for _____ Parish, Louisiana

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, 19____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM

TO

Dated _____, 19____
No. of Acres _____
_____ Parish, Louisiana
Term _____
This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____ of the records of this office.
By _____, Deputy

FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "B"

Gay B. Hunt
FILED & RECORDED: CLERK'S OFFICE TO RECORDER

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THE H. C. BATH COMPANIES
BATH & GRAM
FORM 42 CPM-NEW SOUTH
LOUISIANA REVISED FOUR (4)-POOLING
REVISED

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of June 16 19 76,

by and between

MARK A. BOUDREAUX, husband of Bernice Foreman, of 3823 Fox Run Drive, Apt. 1329, Cincinnati, Ohio 45236

CASTEX M. BOUDREAUX, represented herein by Lydia McBride Boudreaux, his duly authorized agent and Attorney-in-fact as per power of attorney recorded in COB 329 page 319, file No. 329070 records of Jefferson Davis Parish, La., of 1313 Tenth Street, Lake Charles, Louisiana 70601

401468

REUBEN RAYMOND BRUCE, husband of Marie Simoneaux, of 439 E. Academy, Jennings, La. 70546

WORREL B. JOHNSON, husband of Dora Cary, of P. O. Box 388, Welsh, Louisiana 70591

GRACE JOHNSON MILLER, divorced from Ralph M. Miller, of 114 Davies Street, Jennings, Louisiasna 70546

ORA JOHNSON MIGUEZ, wife of Adam Miguez, of 114 Davies Street, Jennings, Louisiana 70546

O. W. JOHNSON, JR., husband of Carolyn Leonard Johnson, of P. O. Box 747, Welsh, La. 70591

RICHARD W. JOHNSON, husband of Nancy Watkins Johnson, P. O. Box 190, Welsh, La. 70591

YVETTE MARIE BOUDREAUX PEARCE, divorced from Walter M. Miller, now married to Jack Pearce, 4023 Cappy Drive, Lake Charles, Louisiana 70601

ALBERT SIDNEY JOHNSON, III, husband of Agnes Saulnier, of P. O. Box 449 Oracle, Arizona 85623

SANDRA LYNN TRAHAN, born Johnson, wife of Markham Trahan, of 2025 Cammie Street, Metairie, Louisiana 70003

MILTON F. BOURDIER, husband of Margaret Badgley, of 311 Goss Road, Westlake, Louisiana 70669

ALFRED C. BOURDIER, husband of Gayle Hoffpauir, of Rt. 7 Box 601, Lake Charles, La. 70601

LYNN H. BOURDIER, husband of Eva Cutright, of 416 Julius Street, Lake Charles, La. 70601

BERNADINE BOURDIER ZIBILICH, wife of William Zibilich, of 125 Valentine Drive, Avondale, Louisiana 70094

ROSE MARIE BOURDIER PETITJEAN, wife of Lee J. Petitjean, of 1451 Chateau Circle N, Lake Charles, Louisiana 70601

DAVID L. BOURDIER, husband of Janet Robicheaux, of 419 Railroad Avenue, Patterson, Louisiana 70392

by and between

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herein called "Lessor" (whether one or more) and PAUL E. BRUMMETT, husband of Patricia Nelson, of P. O. Box 986, Jennings, Louisiana 70546

hereinafter called "Lessee", witnesseth, that: considerations

Lessor, in consideration of the sum of ONE HUNDREDDOLLARS and other valuable / ($100.00&ovc), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder or in connection with similar operations on adjoining land, and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

(a) All of Lessors' undivided interest in and to the following described property located in Jefferson Davis Parish, Louisiana, to-wit: Section Thirty-nine (39) in Township Ten (10) South of Range Three (3) West, Louisiana Meridian, except that portion lying in triangular form West of the East boundary line of Section Fourteen (14) if extended through said Section 39; (b) Lot Two (2) of Fractional Section Thirteen (13) in Township Ten (10) South of Range Three (3) West, Louisiana Meridian; (c) Section Seventeen (17) in Township Ten (10) South, Range Two (2) West, Louisiana Meridian, (except the 328 acres more or less of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a Plat of Survey made by E. J. Mead, C. E., dated in 1921); including the two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. S. Alston & Co., and (d) Section Eighteen (18) in Township Ten (10) South of Range Two (2) West, Louisiana Meridian, lying between the Southwest corner of the aforedescribed Section Thirty-nine (39) on the West, and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolphe C. Boudreaux acquired the said property from Jean Castex, Jr., and which act is recorded in Jefferson Davis Parish, Louisiana; LESS, EXCEPT AND NOT INCLUDED in the aforedescribed tract are those two ten acre parcels of property described as follows and designated as "First Exception" and "Second Exception", to-wit:

First Exception: That ten acre parcel of land situated in Section Eighteen (18) Township Ten (10) South of Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10), South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10-acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence, leaving the River and running South 37° 00' West 693.5 feet; thence, North 72° 06' West 691.5 feet to lower side line of the Robira 10 acres; thence, following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acres tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

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Second Exception: That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10), South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the Corner between Section Eighteen (18) Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 53°, East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West 921 feet South of the corner between the two said Sections; thence, South 53°, East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37° East 726 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River; thence North 53°, West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing ten (10) acres, LESS AND EXCEPT all that portion included in the following Units (1) 8600 foot SU C as per order No. 26-A-10 effective January 12, 1966; (2) Het I Sand Unit A as per order No. 101-E effective December 1, 1962; (3) 10,200 foot Sand Unit as per order No. 101-C and amended by order No. 101-C-1 effective October 9, 1971, LESS AND EXCEPT all depths down to but not inclusive of the 10,600' SU A Sand established by Conservation Order No. 101-D, said exception being 70.51 acres in Section 39, Township 10 South, Range 3 West, leased to Ruffin T. Lowery on July 6, 1971 and recorded in Conveyance Book 358, page 846, under file No. 352892, leaving a balance leased herein of 774.21 acres, more or less.

lease applies and which is affected hereby being situated in [illegible] Parish, Louisiana, and described as follows, to-wit:

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CLERK OF COURT
JEFFERSON DAVIS PARISH

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 774.21 acres, whether it actually comprises more or less.

This lease shall be for a term of five (5) years and no months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on June 16, 19 77, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of Fifty and No/100 ---- Dollars ($ 50.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods, Fifty and No/100 ----- Dollars ($ 50.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the depository banks as provided in ~~Bank~~ paragraph 16 hereof which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

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assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well, and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall be reduced proportionately, according to acreage. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than 3 consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-sixth (1/6) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-sixth (1/6) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-sixth (1/6) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-sixth (1/6) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages ---------- of Lessor caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall not affect the rights of others.

10. Lessor hereby warrants ---------- the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than Three (3) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

16. This lease may be executed in counterpart or may be ratified by separate instruments and shall be binding on all parties who so execute or ratify it whether or not it is executed by all of the parties herein named.

Lessor agrees that each of the above named parties owns and shall be entitled to receive that fractional part of the delay rentals set out opposite his or her name below. Each respective lessor designates the bank named opposite his or her name as the depository for payment or tender of his or her proportionate part of the rentals in accordance with the provisions of this lease.

Name	Amount	Depository
Mark A. Boudreaux	$4,838.81	Fifty Third Bank-Kenwood Plaza Branch, Cincinnati, Ohio
Castex M. Boudreaux	4,838.81	The Calcasieu-Marine National Bank of Lake Charles, Lake Charles, La.
Reuben Raymond Bruce	9,677.63	The Calcasieu-Marine National Bank of Lake Charles, Jennings Branch, Jennings, La.
Worrel B. Johnson	1,935.53	The Calcasieu-Marine National Bank of Lake Charles, Welsh Branch, Welsh, La.
Grace Johnson Miller	1,935.53	The Calcasieu-Marine National Bank of Lake Charles, Jennings, Branch, Jennings, La.
Ora Johnson Miguez	1,935.53	The Calcasieu-Marine National Bank of Lake Charles, Jennings Branch, Jennings, La.
O. W. Johnson, Jr.	967.76	The Calcasieu-Marine National Bank of Lake Charles, Welsh Branch, Welsh, La.
Richard W. Johnson	967.76	The Calcasieu-Marine National Bank of Lake Charles, Welsh Branch, Welsh, La.
Yvette Marie Boudreaux Pearce	4,838.81	First National Bank, Southside Branch, Lake Charles, Louisiana 70601
Albert Sidney Johnson III	967.76	Valley National Bank, Roger-Oracle Branch, Tucson, Arizona

Sandra Lynn Trahan	967.76	The First National Bank of Lafayette, Lafayette, Louisiana
Milton F. Bourdier	806.47	First National Bank, Westlake Branch, Westlake, Louisiana
Alfred C. Bourdier	806.47	The Calcasieu-Marine National Bank of Lake Charles, Lake Charles, La. 70601
Lynn H. Bourdier	806.47	Lakeside National Bank, McNeese Branch, Lake Charles, Louisiana 70601
Bernadine Bourdier Zibilich	806.47	Merchant's Trust & Savings Bank, Avondale, Louisiana
Rose Marie Bourdier Petitjean	806.47	The Calcasieu-Marine National Bank of Lake Charles, Enterprise Blvd. Branch, Lake Charles, Louisiana 70601
David L. Bourdier	806.47	Patterson State Bank, Patterson, Louisiana

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

Mark A. Boudreaux

Ronald C. Shultz
Patricia A. Love

Lydia McBride Boudreaux
CASTEX M. BOUDREAUX represented herein by Lydia McBride Boudreaux

Ronald C. Shultz
Geraldine VanHook

Reuben Raymond Bruce
Reuben Raymond Bruce

Ronald C. Shultz
Geraldine VanHook

Worrel B. Johnson
Worrel B. Johnson

Ronald C. Shultz
Geraldine VanHook

Grace Johnson Miller
Grace Johnson Miller

Ronald C. Shultz
Geraldine VanHook

Ora Johnson Miguez
Ora Johnson Miguez

Major Lavergne, Jr.
Ronald C. Shultz

O. W. Johnson, Jr.
O. W. Johnson, Jr.

Major Lavergne, Jr.
Ronald C. Shultz

Richard W. Johnson
Richard W. Johnson

Ronald C. Shultz

Yvette Marie Boudreaux Pearce
Yvette Marie Boudreaux Pearce

Eva C. Bourdier

Albert Sidney Johnson, III

Ronald C. Shultz
Marvel Johnson

Sandra Lynn Trahan
Sandra Lynn Trahan

Ronald C. Shultz
Eva C. Bourdier

Milton F. Bourdier
Milton F. Bourdier

Ronald C. Shultz
Jaynet Thompson

Alfred C. Bourdier
Alfred C. Bourdier

Ronald C. Shultz
Eva C. Bourdier

Lynn H. Bourdier
Lynn H. Bourdier

Ronald C. Shultz
Geraldine Scallan

Bernadine Bourdier Zibilich
Bernadine Bourdier Zibilich

Ronald C. Shultz
Eva C. Bourdier

Rose Marie Bourdier Petitjean
Rose Marie Bourdier Petitjean

Ronald C. Shultz
Michael E. Kempff

David L. Bourdier
David L. Bourdier

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STATE OF_____
PARISH (OR COUNTY) OF_____

On this_____day of_____, 19____, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that_____executed the same as_____free act and deed.

Notary Public.

STATE OF_____
PARISH (OR COUNTY) OF_____

On this_____day of_____, 19____, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that_____executed the same as_____free act and deed.

Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF Jefferson Davis

BEFORE ME, the undersigned Notary Public, on this day personally appeared Ronald C. Shultz who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Lydia McBride Boudreaux, as agent for Castex M. Boudreaux, Reuben Raymond Bruce, Worrel B. Johnson, Grace Johnson Miller, Ora Johnson Miguez, O. W. Johnson, Jr., Richard W. Johnson, Yvette Marie Boudreaux Pearce, Sandra Lynn [illegible]an, Milton F. Bourdier (Lessor, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

Ronald C. Shultz

SWORN TO AND SUBSCRIBED before me July 1, 19 76

Jennette Fremaux
Notary Public in and for Jefferson Davis Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF Jefferson Davis

BEFORE ME, the undersigned Notary Public, on this day personally appeared Ronald C. Shultz who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Alfred C. Bourdier, Lynn H. Bourdier, Bernadine Bourdier Zibilich, Rose Marie Bourdier Petitjean and David L. Bourdier (Lessor, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

Ronald C. Shultz

SWORN TO AND SUBSCRIBED before me July 1, 19 76

Jennette Fremaux
Notary Public in and for Jefferson Davis Parish, Louisiana

CORPORATION ACKNOWLEDGMENT

STATE OF_____
PARISH (OR COUNTY) OF_____

ON THIS_____day of_____, 19____, before me appeared_____

to me personally known, who, being by me duly sworn, did say that he is the_____

of the_____and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said_____acknowledged said instruments to be the free act and deed of said corporation.

Notary Public

No._____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM

TO

Dated_____, 19____
No. of Acres_____
Term_____
This instrument was filed for record on the_____day of_____, 19____, at_____o'clock_____M., and duly recorded in Book_____, Page_____, of the records of this office.
By_____, Deputy

THE H. L. BATH COMPANIES
BATH & GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED '67

Gary B. Huff
FILED & RECORDED: CLERK & EX OFFICIO RECORDER

Exhibit D
Castex Development - Title and Lease History - 000570

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OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of June 16 19 76

by and between

MARK A. BOUDREAUX, husband of Bernice Foreman, of 3823 Fox Run Drive, Apt. 1329, Cincinnati, Ohio 45236

401469

CASTEX M. BOUDREAUX, represented herein by Lydia McBride Boudreaux, his duly authorized agent and Attorney-in-fact as per power of attorney recorded in COB 329 page 319, file No. 329070 records of Jefferson Davis Parish, La., of 1313 Tenth Street, Lake Charles, Louisiana 70601

REUBEN RAYMOND BRUCE, husband of Marie Simoneaux, of 439 E. Academy, Jennings, La. 70546

WORREL B. JOHNSON, husband of Dora Cary, of P. O. Box 388, Welsh, Louisiana 70591

GRACE JOHNSON MILLER, divorced from Ralph M. Miller, of 114 Davies Street, Jennings, Louisiasna 70546

ORA JOHNSON MIGUEZ, wife of Adam Miguez, of 114 Davies Street, Jennings, Louisiana 70546

O. W. JOHNSON, JR., husband of Carolyn Leonard Johnson, of P. O. Box 747, Welsh, La. 70591

RICHARD W. JOHNSON, husband of Nancy Watkins Johnson, of P. O. Box 190, Welsh, La. 70591

YVETTE MARIE BOUDREAUX PEARCE, divorced from Walter M. Miller, now married to Jack Pearce, 4023 Cappy Drive, Lake Charles, Louisiana 70601

ALBERT SIDNEY JOHNSON, III, husband of Agnes Saulnier, of P. O. Box 449 Oracle, Arizona 85623

SANDRA LYNN TRAHAN, born Johnson, wife of Markham Trahan, of 2025 Cammie Street, Metairie, Louisiana 70003

MILTON F. BOURDIER, husband of Margaret Badgley, of 311 Goss Road, Westlake, Louisiana 70669

ALFRED C. BOURDIER, husband of Gayle Hoffpauir, of Rt. 7 Box 601, Lake Charles, La. 70601

LYNN H. BOURDIER, husband of Eva Cutright, of 416 Julius Street, Lake Charles, La. 70601

BERNADINE BOURDIER ZIBILICH, wife of William Zibilich, of 125 Valentine Drive, Avondale, Louisiana 70094

ROSE MARIE BOURDIER PETITJEAN, wife of Lee J. Petitjean, of 1451 Chateau Circle N, Lake Charles, Louisiana 70601

DAVID L. BOURDIER, husband of Janet Robicheaux, of 419 Railroad Avenue, Patterson, Louisiana 70392

by and between

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herein called "Lessor" (whether one or more) and PAUL E. BRUMMETT, husband of Patricia Nelson, of P. O. Box 986, Jennings, Louisiana 70546

hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of ONE HUNDREDDOLLARS and other valuable / ($100.00&ovc), considerations hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder or in connection with similar operations on adjoining land, and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

(a) All of Lessors' undivided interest in and to the following described property located in Jefferson Davis Parish, Louisiana, to-wit: Section Thirty-nine (39) in Township Ten (10) South of Range Three (3) West, Louisiana Meridian, except that portion lying in triangular form West of the East boundary line of Section Fourteen (14) if extended through said Section 39; (b) Lot Two (2) of Fractional Section Thirteen (13) in Township Ten (10) South of Range Three (3) West, Louisiana Meridian; (c) Section Seventeen (17) in Township Ten (10) South, Range Two (2) West, Louisiana Meridian, (except the 328 acres more or less of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a Plat of Survey made by E. J. Mead, C. E., dated in 1921); including the two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. S. Alston & Co., and (d) Section Eighteen (18) in Township Ten (10) South of Range Two (2) West, Louisiana Meridian, lying between the Southeast corner of the aforedescribed Section Thirty-nine (39) on the West, and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolphe C. Boudreaux acquired the said property from Jean Castex, Jr., and which Act is recorded in Jefferson Davis Parish, Louisiana; LESS, EXCEPT AND NOT INCLUDED in the aforedescribed tract are those two ten acre parcels of property described as follows and designated as "First Exception" and "Second Exception", to-wit:

First Exception: That ten acre parcel of land situated in Section Eighteen (18) Township Ten (10) South of Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 194[illegible], and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10), South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10-acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65° 30' East 45[illegible] feet; thence South 84° 00' East 250 feet; thence, leaving the River and running South 37° 00' W[illegible]93.5 feet; thence, North 72° 06' West 691.5 feet to lower side line of the Robira 10 acres; thence [illegible]llowing said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) a[illegible] as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acres tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

Second Exception: That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10), South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the Corner between Section Eighteen (18) Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 53°, East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West 921 feet South of the corner between the two said Sections; thence, South 53°, East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37° East 726 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River; thence North 53°, West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing ten (10) acres, LESS AND EXCEPT all that portion included in the following Units (1) 8600 foot SU C[illegible] per order No. 26-A-10 effective January 12, 1966; (2) Het I Sand Unit A as per order No. 101-E effective December 1, 1962; (3) 10,200 foot Sand Unit as per order No. 101-C and amended by order No. 101-C-1 effective October 9, 1971, LESS AND EXCEPT all depths down to but not inclusive of the 10,600' SU A Sand established by Conservation Order No. 101-D, said exception being 70.51 acres in Section 39, Township 10 South, Range 3 West, leased to Ruffin T. Lowery on July 6, 1971 and recorded in Conveyance Book 358, page 846, under file No. 352892, leaving a balance leased herein of 774.21 acres, more or less.

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JEFFERSON DAVIS PARISH

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 774.21 acres, whether it actually comprises more or less.

This lease shall be for a term of five (5) years and no months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on June 16, 19 77, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of Fifty and No/100 ---- Dollars ($ 50.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods, Fifty and No/100 ----- Dollars ($ 50.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the depository banks as provided in XXXX paragraph 16 hereof which Bank or its successors shall continue to be the depository. such rentals as the representative of Lessor and Lessor's successors and

ceases, and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said bank fail or liquidate, or it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository, and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall be reduced proportionately, according to acreage. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than 3 consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-sixth (1/6) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-sixth (1/6) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-sixth (1/6) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-sixth (1/6) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages ---------- of Lessor caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall not affect the rights of others.

10. Lessor hereby warrants ---------- the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rental and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title, and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14 In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than Three (3) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

16. This lease may be executed in counterpart or may be ratified by separate instruments and shall be binding on all parties who so execute or ratify it whether or not it is executed by all of the parties herein named.

Lessor agrees that each of the above named parties owns and shall be entitled to receive that fractional part of the delay rentals set out opposite his or her name below. Each respective lessor designates the bank named opposite his or her name as the depository for payment or tender of his or her proportionate part of the rentals in accordance with the provisions of this lease.

Name	Amount	Depository
Mark A. Boudreaux	$4,838.81	Fifty Third Bank-Kenwood Plaza Branch, Cincinnati, Ohio
Castex M. Boudreaux	4,838.81	The Calcasieu-Marine National Bank of Lake Charles, Lake Charles, La.
Reuben Raymond Bruce	9,677.63	The Calcasieu-Marine National Bank of Lake Charles, Jennings Branch, Jennings, La.
Worrel B. Johnson	1,935.53	The Calcasieu-Marine National Bank of Lake Charles, Welsh Branch, Welsh, La.
Grace Johnson Miller	1,935.53	The Calcasieu-Marine National Bank of Lake Charles, Jennings, Branch, Jennings, La.
Ora Johnson Miguez	1,935.53	The Calcasieu-Marine National Bank of Lake Charles, Jennings Branch, Jennings, La.
O. W. Johnson, Jr.	967.76	The Calcasieu-Marine National Bank of Lake Charles, Welsh Branch, Welsh, La.
Richard W. Johnson	967.76	The Calcasieu-Marine National Bank of Lake Charles, Welsh Branch, Welsh, La.
Yvette Marie Boudreaux Pearce	4,838.81	First National Bank, Southside Branch, Lake Charles, Louisiana 70601
Albert Sidney Johnson III	967.76	Valley National Bank, Roger-Oracle Branch,

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Sandra Lynn Trahan	967.76	The First National Bank of Lafayette, Lafayette, Louisiana
Milton F. Bourdier	806.47	First National Bank, Westlake Branch, Westlake, Louisiana
Alfred C. Bourdier	806.47	The Calcasieu-Marine National Bank of Lake Charles, Lake Charles, La. 70601
Lynn H. Bourdier	806.47	Lakeside National Bank, McNeese Branch, Lake Charles, Louisiana 70601
Bernadine Bourdier Zibilich	806.47	Merchant's Trust & Savings Bank, Avondale, Louisiana
Rose Marie Bourdier Petitjean	806.47	The Calcasieu-Marine National Bank of Lake Charles, Enterprise Blvd. Branch, Lake Charles, Louisiana 70601
David L. Bourdier	806.47	Patterson State Bank, Patterson, Louisiana

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

Edna M. Henderson

Mary H. Bateman

Albert Sidney Johnson, III

Mark A. Boudreaux

CASTEX M. BOUDREAUX represented herein by Lydia McBride Boudreaux

Reuben Raymond Bruce

Worrel B. Johnson

Grace Johnson Miller

Ora Johnson Miguez

O. W. Johnson, Jr.

Richard W. Johnson

Yvette Marie Boudreaux Pearce

Albert Sidney Johnson, III

Sandra Lynn Trahan

Milton F. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

David L. Bourdier

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STATE OF Louisiana }
PARISH (OR COUNTY) OF Vernon }

On this 24th day of June, 19 76, before me personally appeared Albert Sudduth, Jr. and wife

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

My Commission Expires Mar. 19, 1979

Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, 19____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

_____
Notary Public in and for _____ Parish, Louisiana

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, 19____, before me appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____

of the _____ and that said instrument was signed in behalf of said corporation by

authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM

TO

Dated _____, 19____

No. of Acres _____

_____ Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____ of the records of this office.

By _____, Deputy

BATH GRAM
FORM 42 CPM-NEW SOUTH
LOUISIANA REVISED FOUR (4)-POOLING
REVISED

Gary B. Hulse
FILED & RECORDED: CLERK & EX OFFICIO RECORDER

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CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS : SURFACE LEASE

THIS LEASE is made and entered into by and between:

MARK A. BOUDREAUX, husband of Bernice Foreman, 3823 Fox Run Drive, Apt. 1329, Cincinnati, Ohio 45236; CASTEX M. BOUDREAUX, husband of Lydia McBridge, 1313 Tenth Street, Lake Charles, Louisiana 70601; REUBEN RAYMOND BRUCE, husband of Marie Simoneaux, 439 E. Academy Street, Jennings, Louisiana 70546; WORRELL B. JOHNSON, husband of Dora Cary, Welsh, Louisiana 70591; MRS. GRACE JOHNSON MILLER, divorced from Ralph M. Miller, Jennings, Louisiana 70546; MRS. ORA JOHNSON MIGUEZ, wife of Adam Miguez, 114 Davies Street, Jennings, Louisiana, 70546, O. W. JOHNSON, JR., husband of Carolyn Leonard Johnson, Welsh, Louisiana 70591; RICHARD W. JOHNSON, husband of Nancy Watkins Johnson, Welsh, Louisiana 70591; ALBERT SIDNEY JOHNSON, III, husband of Agnes Saulnier, Box 449, Oracle, Arizona 85623; SANDRA LYNN TRAHAN, wife of Markham Trahan, 2025 Cammie Street, Metairie, Louisiana 70003; MILTON F. BOURDIER, husband of Margaret Badgley, 311 Goss Road, Westlake, Louisiana 70669; ALFRED C. BOURDIER, husband of Gayle Hoffpauir, Rt. 7 Box 601, Lake Charles, Louisiana 70601; LYNN H. BOURDIER, husband of Eva Cutright, 416 Julius Street, Lake Charles, Louisiana 70601; BERNADINE BOURDIER ZIBILICH, wife of William Zibilich, 125 Valentine Drive, Avondale, Louisiana, 70094; ROSE MARIE BOURDIER PETITJEAN, wife of Lee J. Petitjean, 1451 Chateau Circle N, Lake Charles, Louisiana 70601; DAVID L. BOURDIER, husband of Janet Robicheaux, Patterson, Louisiana, 70392, and YVETTE MARIE BOUDREAUX PEARCE, wife of Jack Pearce, 4023 Cappy Drive, Lake Charles, Louisiana 70601, hereinafter referred to as "Lessors"

402656

LAW OFFICES OF
KNIGHT & KNIGHT
JENNINGS, LA.

and

AMOCO PRODUCTION COMPANY, hereinafter referred to as "Lessee"

WITNESSETH:

C-92280

I.

Lessors, for the consideration hereinafter expressed, and on the terms and conditions hereinafter set forth do hereby lease, let and demise unto Lessee, its successors and assigns, the following described property, situated in the Parish of Jefferson Davis, Louisiana, to-wit:

> A certain tract of land on the West side of the Mermentau River in Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana, extending approximately 150 feet along the river by a depth of two acres, and more particularly described as follows:
>
> Starting at a point 5771.6 feet East and 3253.8 feet South of the Northwest corner of Section 13, Township 10 South, Range 3 West. thence 586.0 feet North 62° 48' West, thence 150 feet South 27° 12' West, thence 585.0 feet South 62° 48' East, thence approximately 150 feet North 27° 12' East along the mean low water line on the West bank of the Mermentau River to the point of beginning.

II.

The property herein leased is to be used by Lessee as a site for a loading rack or terminal for the loading or unloading of oil, gasoline, condensates and other petroleum products to and from barges or boats in the Mermentau River, and for the construction, installation and maintenance of storage tanks, fire walls, pipes, pipe lines, buildings, machinery and any other property or equipment necessary or incidental for the said loading rack or terminal, including by way of illustration and not by way of limitation, the right to erect a residence or residences for Lessee's employees if desired, the right to drill a water well or water wells on the leased premises. This is a surface lease only and does not grant to Lessee the right to explore for oil, gas or other minerals - these rights being reserved unto Lessor, provided, however, that Lessor may not use the leased premises for the purpose of conducting operations in search of oil, gas or other minerals.

III.

The term of this lease shall be for a period of five (5) years, commencing July 28, 1975 and terminating July 28, 1980. The rental due shall be the sum of $2,800.00, payable concurrently herewith, and a like payment of $2,800.00 shall become due and owing on the 28th day of July, 1976, and subsequently thereafter on said day and month of each calendar year throughout the term hereof. Lessee's failure to pay punctually any rental installment when due shall give the right to Lessors to terminate said lease or the right to declare all the remaining installments due and exigible.

IV.

At the conclusion of said lease, Lessee shall remove any and all of its property, fixtures, equipment and installations placed by it on said land during the term of this lease or any prior leases to which Lessee succeeded and to restore the premises to the original state as when received, as near as reasonably practicable.

V.

Lessee shall be obligated to obtain all necessary permits from the Government of the United States or any Department thereof, or from the Government of the State of Louisiana, or any Department thereof, should the same be necessary, and Lessors make no warranty to Lessee concerning Lessee's ability or rights to conduct the type of business or operation on the leased premises which it seeks or may seek to do under this lease.

VI.

That at the present time there is a road maintained by Lessee through Lessors' property which affords Lessee ingress and egress to public roads, and Lessee agrees to maintain said private road in a reasonable state of repair, and should

Lessee vacate the leased premises, then said road shall be left in its present location in a reasonable state of repair. Lessee shall have the right along the roadway to maintain, repair or remove presently installed telephone or telegraph wire or wires, or electrical wire or wires for the purpose of servicing Lessee's installations. Lessee shall have the right to maintain, repair and remove any pipe lines which it currently has through Lessors' property to Lessee's leased premises hereinabove described, provided, however, no additional pipe lines shall be laid through Lessors' property without Lessors' consent and approval.

VII.

Lessee shall be fully responsible for all of its operations on the hereinabove described property and agrees to hold Lessors free from any liability which may be caused by Lessee's operations conducted hereunder.

VIII.

All provisions hereof shall be binding upon the respective heirs, successors and assigns of Lessors and Lessee.

IX.

The effective date of this lease shall be July 28, 1975, notwithstanding the dates which each party hereto has executed this lease.

X.

That the rentals due hereunder shall be payable to the following named Lessors in the following proportions, to-wit:

MARK A. BOUDREAUX	12.5%
CASTEX M. BOUDREAUX	12.5%
REUBEN RAYMOND BRUCE	25%
WORRELL B. JOHNSON	5%
MRS. GRACE JOHNSON MILLER	5%
MRS. ORA JOHNSON MIGEUZ	5%

O. W. JOHNSON, JR.	2.5%
RICHARD W. JOHNSON	2.5%
ALBERT SIDNEY JOHNSON, III	2.5%
SANDRA LYNN TRAHAN	2.5%
MILTON F. BOURDIER	2.0833%
ALFRED C. BOURDIER	2.0833%
LYNN H. BOURDIER	2.0833%
BERNADINE BOURDIER ZIBILICH	2.0833%
ROSE MARIE BOURDIER PETITJEAN	2.0833%
DAVID L. BOURDIER	2.0835%
YVETTE MARIE BOUDREAUX PEARCE	12.5%

WITNESS the hands of all parties hereto in the presence of the undersigned witnesses, effective July 28, 1975.

WITNESSES:

Dr. H. Lee Stell
Jennette Fremaux
Ronald C. Hulten
Patricia Lee

Mark A. Boudreaux

Castex M. Boudreaux

Geraldine VanHook
Jennette Fremaux

Reuben Raymond Bruce

Geraldine VanHook
Jennette Fremaux

Worrell B. Johnson

Geraldine VanHook
Jennette Fremaux

Mrs. Grace Johnson Miller

Geraldine VanHook
Jennette Fremaux

Mrs. Ora Johnson Miguez

Ronald C. Hulten
Patricia Lee

O. W. Johnson, Jr.

Ronald C. Hulten
Kaye Lavigne Jr.

Richard W. Johnson

Ronald C. Shultz
Ronald C. Shultz

Albert Sidney Johnson III
Albert Sidney Johnson, III

Ronald C. Shultz
Marvel Johnson

Sandra Lynn Trahan
Sandra Lynn Trahan

Ronald C. Shultz
Eva C. Bourdier

Milton F. Bourdier
Milton F. Bourdier

Ronald C. Shultz
Eva C. Bourdier

Alfred C. Bourdier
Alfred C. Bourdier

Ronald C. Shultz
Eva C. Bourdier

Lynn H. Bourdier
Lynn H. Bourdier

Ronald C. Shultz
Geraldine Scallan

Bernadine Bourdier Zibilich
Bernadine Bourdier Zibilich

Ronald C. Shultz
Eva C. Bourdier

Rose Marie Bourdier Petitjean
Rose Marie Bourdier Petitjean

Ronald C. Shultz
Michael E. Kempf

David L. Bourdier
David L. Bourdier

Ronald C. Shultz
Eva C. Bourdier

Yvette Marie Boudreaux Pearce
Yvette Marie Boudreaux Pearce
LESSORS

AMOCO PRODUCTION COMPANY

R. E. Franks Jr.
L. C. Merrill

By B M Darling
LESSEE

DOG
8/19/96

Exhibit D
Castex Development - Title and Lease History - 000584

STATE OF Louisiana }
PARISH (~~COUNTY~~) OF Jefferson Davis }

On this 28 day of July, 19 76, before me personally appeared MARK A. BOUDREAUX to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public.

Herschel Norris Knight
Attorney-Notary Public
Commission for Life

STATE OF LOUISIANA }
PARISH (~~COUNTY~~) OF JEFFERSON DAVIS }

On this 16 day of June, 19 76, before me personally appeared REUBEN RAYMOND BRUCE, WORRELL B. JOHNSON, MRS. GRACE JOHNSON MILLER, MRS. ORA JOHNSON MIGUEZ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public.

Herschel Norris Knight
Attorney-Notary Public
Commissio for Life

STATE OF LOUISIANA }
PARISH (~~COUNTY~~) OF JEFFERSON DAVIS }

On this 16 day of June, 19 76, before me personally appeared O. W. JOHNSON, JR. RICHARD W. JOHNSON, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public.

STATE OF Arizona }
PARISH (OR COUNTY) OF Pinal }

On this 26th day of July, 19 76, before me personally appeared ALBERT SIDNEY JOHNSON, III to me known to be the person described in and who executed the foregoing instrument, and acknowledged that They executed the same as their free act and deed.

Notary Public.

My Commission Expires 12/31/78

Form PO-261 (3-67) 2M

STATE OF LOUISIANA }
PARISH OF Jefferson Davis }

Before me, the undersigned authority, this day personally appeared Ronald C. Shultz, to me personally known to be the person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, deposes and says:

That he subscribed his name to the foregoing instrument at the time of the execution thereof as an attesting witness, and that he knows Castex M. Boudreaux, by Lydia M. Boudreaux, O. W. Johnson, Jr., Richard W. Johnson, Sandra Lynn Trahan, Milton F. Bourdier, Alfred C. Bourdier, Lynn H. Bourdier, Bernadine Bourdier Zibilich, Rose Marie Bourdier Petitjean, David L. Bourdier and Yvette Marie Boudreaux Pearce the said lessor(s), grantor(s) named in said instrument, to be the person(s) described therein and who executed the same, and saw him (her) (them) sign the same as his (her) (their) voluntary act and deed.

Sworn to and subscribed before me this 23 day of June, 19 76

Ronald C. Shultz
Ronald C. Shultz

Notary Public in and for the Parish of Jefferson Davis, State of Louisiana

Herschel Norris Knight
Attorney-Notary Public
Commission for Life

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STATE OF LOUISIANA

PARISH OF ORLEANS

On this 23rd day of August, 1976, before me appeared R. M. DARLING, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact for AMOCO PRODUCTION COMPANY, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said R. M. DARLING acknowleged said instrument to be the free act and deed of said corporation.

M. L. J. A. Britt
NOTARY PUBLIC

KLK/vw/1/2-VF

Gary B. Huff
FILED & RECORDED: CLERK & EX OFFICIO RECORDER

402737

PARTIAL RELEASE OF
OIL, GAS AND MINERAL LEASE

RECEIVED AND FILED
1997 JAN 27 AM 10: 19
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, Newmont Oil Company, Mar-Low Corporation, Valor Land & Exploration Company, Yates Drilling Company and Martin Yates, III, (for convenience sometimes hereinafter collectively referred to as "Joint Lessees") represent that they are the owners of all of the non-unitized portion of that certain Oil, Gas and Mineral Lease described as follows:

> Oil, Gas and Mineral Lease dated July 2, 1969, from Castex M. Boudreaux et al, as Lessor, to Valor Land & Exploration Company, as Lessee, recorded in Book 339, under Entry No. 336658 of the Conveyance Records of Jefferson Davis Parish, Louisiana (L-3067),

reference being here made to the record of said lease for the terms, conditions and lands described therein to the same extent as though copied in full herein which lease for convenience shall hereinafter be referred to as the "Subject Lease".

402737

WHEREAS, the Joint Lessees desire to relinquish their rights as to and only as to the non-unitized lands covered by the Subject Lease.

WHEREAS, the lands which are subject to and covered by this Partial Release are identified as that portion of the lands covered by the Subject Lease, INSOFAR AND ONLY INSOFAR as such lands are situated outside of the surface boundaries of the following described Unit:

> The 10,200 Foot Sand Unit in the West Mermentau Field, Jefferson Davis Parish, Louisiana, established by the Commissioner of Conservation of the State of Louisiana in Order No. 101-C-1 dated December 16, 1971, recorded in Book 363, Page 192 under Entry No. 356360 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

NOW, THEREFORE, the Joint Lessees, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, have, and by these presents do release and relinquish their right, title and interest in and to

that portion of the lands covered by the Subject Lease INSOFAR AND ONLY INSOFAR as the lands covered thereby are situated outside of the surface boundaries of the said 10,200 Foot Sand Unit.

The Joint Lessees do hereby expressly exclude from this release and unequivocally retain all of their right, title and interest in and to the acreage covered by the Subject Lease and situated and included within the boundaries of the hereinabove described Unit, and all other producing units, if any, not specifically described herein.

This instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the parties join in this agreement.

IN WITNESS WHEREOF, this instrument is executed as of the 7th day of January, 1977, in the presence of the undersigned competent witnesses.

WITNESSES:

Peggy Stockwell

Gloria D. VanBlaricum

NEWMONT OIL COMPANY

By Roland E. Squyres
Roland E. Squyres, Vice President

ATTEST:

Dorothy Hill
Assistant Secretary

Jean J. Boudreaux

Gail Laurick

MAR-LOW CORPORATION

By Ruffin T. Lowry
Ruffin T. Lowry, President

ATTEST:

_____

_____

_____

VALOR LAND & EXPLORATION COMPANY

By _____

ATTEST:

_____

Exhibit D
Castex Development - Title and Lease History - 000588

YATES DRILLING COMPANY

By_____

ATTEST:

_____

_____

MARTIN YATES, III

STATE OF TEXAS }
}
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day appeared ROLAND E. SQUYRES, to me personally known, who, being by me duly sworn, did say that he is the VICE PRESIDENT of NEWMONT OIL COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and the said ROLAND E. SQUYRES acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of January, 1977.

6-1-77
My Commission Expires:

Lawrence E. Lund
Notary Public in and for Harris County, Texas

* * * * *

STATE OF LOUISIANA }
}
PARISH OF LAFAYETTE }

BEFORE ME, the undersigned authority, on this day appeared RUFFIN T. LOWRY, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of MAR-LOW CORPORATION and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and the said RUFFIN T. LOWRY acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of January, 1977.

at death
My Commission Expires:

Bonnie L. Jacobi
Notary Public in and for Lafayette Parish, Louisiana.

* * * * *

Exhibit D
Castex Development - Title and Lease History - 000589

388

STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ _____ of VALOR LAND & EXPLORATION COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and the said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 1977.

_____ _____
My Commission Expires: Notary Public in and for Harris County, Texas

* * * * *

STATE OF NEW MEXICO)
)
COUNTY OF EDDY)

BEFORE ME, the undersigned authority, on this day appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ _____ of YATES DRILLING COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and the said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 1977.

_____ _____
My Commission Expires: Notary Public in and for Eddy County, New Mexico

* * * * *

STATE OF NEW MEXICO)
)
COUNTY OF EDDY)

On this _____ day of _____, 1977, before me personally appeared MARTIN YATES, III to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____ _____
My Commission Expires: Notary Public in and for Eddy County, New Mexico

* * * * *

FILED & RECORDED: CLERK & EX-OFFICIO RECORDER

Exhibit D
Castex Development - Title and Lease History - 000590

402738 ✓

389

PARTIAL RELEASE OF
OIL, GAS AND MINERAL LEASE

RECEIVED AND FILED
1977 JAN 27 AM 10: 19
CLERK OF COURT
JEFF. DAVIS PARISH

STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, Newmont Oil Company, Mar-Low Corporation, Valor Land & Exploration Company, Yates Drilling Company and Martin Yates, III, (for convenience sometimes hereinafter collectively referred to as "Joint Lessees") represent that they are the owners of all of the non-unitized portion of that certain Oil, Gas and Mineral Lease described as follows:

> Oil, Gas and Mineral Lease dated July 2, 1969, from Castex M. Boudreaux et al, as Lessor, to Valor Land & Exploration Company, as Lessee, recorded in Book 339, under Entry No. 336658 of the Conveyance Records of Jefferson Davis Parish, Louisiana (L-3067),

reference being here made to the record of said lease for the terms, conditions and lands described therein to the same extent as though copied in full herein which lease for convenience shall hereinafter be referred to as the "Subject Lease".

402738

WHEREAS, the Joint Lessees desire to relinquish their rights as to and only as to the non-unitized lands covered by the Subject Lease.

WHEREAS, the lands which are subject to and covered by this Partial Release are identified as that portion of the lands covered by the Subject Lease, INSOFAR AND ONLY INSOFAR as such lands are situated outside of the surface boundaries of the following described Unit:

> The 10,200 Foot Sand Unit in the West Mermentau Field, Jefferson Davis Parish, Louisiana, established by the Commissioner of Conservation of the State of Louisiana in Order No. 101-C-1 dated December 16, 1971, recorded in Book 363, Page 192 under Entry No. 356360 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

NOW, THEREFORE, the Joint Lessees, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, have, and by these presents do release and relinquish their right, title and interest in and to

that portion of the lands covered by the Subject Lease INSOFAR AND ONLY INSOFAR as the lands covered thereby are situated outside of the surface boundaries of the said 10,200 Foot Sand Unit.

The Joint Lessees do hereby expressly exclude from this release and unequivocally retain all of their right, title and interest in and to the acreage covered by the Subject Lease and situated and included within the boundaries of the hereinabove described Unit, and all other producing units, if any, not specifically described herein.

This instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the parties join in this agreement.

IN WITNESS WHEREOF, this instrument is executed as of the 7th day of January, 1977, in the presence of the undersigned competent witnesses.

WITNESSES:

Renee Lynn Stockwell

Gloria Dawn Blasingame

NEWHONT OIL COMPANY

By Roland E. Squyres
Roland E. Squyres, Vice President

ATTEST:

Dorothy Hitt
Assistant Secretary

MAR-LOW CORPORATION

By _____
Ruffin T. Lowry, President

ATTEST:

_____

_____

_____

Jan Soape

Charles E. Soape, Jr.

VALOR LAND & EXPLORATION COMPANY

By G. Dean Soape
President

ATTEST:

Ina Nell Soape

Exhibit D
Castex Development - Title and Lease History - 000592

YATES DRILLING COMPANY

By_____

ATTEST:

_____

_____

MARTIN YATES, III

STATE OF TEXAS }
}
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day appeared ROLAND E. SQUYRES, to me personally known, who, being by me duly sworn, did say that he is the VICE PRESIDENT of NEWMONT OIL COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and the said ROLAND E. SQUYRES acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of January, 1977.

6-1-77
My Commission Expires:

Notary Public in and for Harris County, Texas

* * * * *

STATE OF LOUISIANA }
}
PARISH OF LAFAYETTE }

BEFORE ME, the undersigned authority, on this day appeared RUFFIN T. LOWRY, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of MAR-LOW CORPORATION and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and the said RUFFIN T. LOWRY acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 1977.

My Commission Expires:

Notary Public in and for Lafayette Parish, Louisiana.

* * * * *

Exhibit D
Castex Development - Title and Lease History - 000593

STATE OF TEXAS }
}
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day appeared G. Dean Soape, to me personally known, who, being by me duly sworn, did say that he is the President of VALOR LAND & EXPLORATION COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and the said G. Dean Soape acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of January, 1977.

June 1, 1977
My Commission Expires:

Ruth Lauderdale
Notary Public in and for Harris County, Texas

* * * * *

STATE OF NEW MEXICO }
}
COUNTY OF EDDY }

BEFORE ME, the undersigned authority, on this day appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of YATES DRILLING COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and the said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 1977.

_____
My Commission Expires:

_____
Notary Public in and for Eddy County, New Mexico

* * * * *

STATE OF NEW MEXICO }
}
COUNTY OF EDDY }

On this _____ day of _____, 1977, before me personally appeared MARTIN YATES, III to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
My Commission Expires:

_____
Notary Public in and for Eddy County, New Mexico

* * * * *

Gary B. Hays
FILED & RECORDED: CLERK & EX-OFFICIO RECORDER

Exhibit D
Castex Development - Title and Lease History - 000594

402739 393

PARTIAL RELEASE OF
OIL, GAS AND MINERAL LEASE

RECEIVED AND FILED
1977 JAN 27 AM 10: 19
CLERK OF COURT
JEFF. DAVIS PARISH

STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, Newmont Oil Company, Mar-Low Corporation, Valor Land & Exploration Company, Yates Drilling Company and Martin Yates, III, (for convenience sometimes hereinafter collectively referred to as "Joint Lessees") represent that they are the owners of all of the non-unitized portion of that certain Oil, Gas and Mineral Lease described as follows:

> Oil, Gas and Mineral Lease dated July 2, 1969, from Castex M. Boudreaux et al, as Lessor, to Valor Land & Exploration Company, as Lessee, recorded in Book 339, under Entry No. 336658 of the Conveyance Records of Jefferson Davis Parish, Louisiana (L-3067),

reference being here made to the record of said lease for the terms, conditions and lands described therein to the same extent as though copied in full herein which lease for convenience shall hereinafter be referred to as the "Subject Lease".

WHEREAS, the Joint Lessees desire to relinquish their rights as to and only as to the non-unitized lands covered by the Subject Lease.

WHEREAS, the lands which are subject to and covered by this Partial Release are identified as that portion of the lands covered by the Subject Lease, INSOFAR AND ONLY INSOFAR as such lands are situated outside of the surface boundaries of the following described Unit:

> The 10,200 Foot Sand Unit in the West Mermentau Field, Jefferson Davis Parish, Louisiana, established by the Commissioner of Conservation of the State of Louisiana in Order No. 101-C-1 dated December 16, 1971, recorded in Book 363, Page 192 under Entry No. 356360 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

NOW, THEREFORE, the Joint Lessees, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, have, and by these presents do release and relinquish their right, title and interest in and to

402739

that portion of the lands covered by the Subject Lease INSOFAR AND ONLY INSOFAR as the lands covered thereby are situated outside of the surface boundaries of the said 10,200 Foot Sand Unit.

The Joint Lessees do hereby expressly exclude from this release and unequivocally retain all of their right, title and interest in and to the acreage covered by the Subject Lease and situated and included within the boundaries of the hereinabove described Unit, and all other producing units, if any, not specifically described herein.

This instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the parties join in this agreement.

IN WITNESS WHEREOF, this instrument is executed as of the 7th day of January, 1977, in the presence of the undersigned competent witnesses.

WITNESSES:

Rene' Lynn Rockwell

Gloria Dawn Blassingame

NEWMONT OIL COMPANY

By Roland E. Squyres
Roland E. Squyres, Vice President

ATTEST:

Dorothy Hill
Assistant Secretary

MAR-LOW CORPORATION

By_____
Ruffin T. Lowry, President

ATTEST:

_____

VALOR LAND & EXPLORATION COMPANY

By_____

ATTEST:

_____

Exhibit D
Castex Development - Title and Lease History - 000596

Janet D Moran
Marsha A Keyes

YATES DRILLING COMPANY

By _____
Vice President

ATTEST:

_____
Assistant Secretary

Janet D Moran
Marsha A Keyes

_____
MARTIN YATES, III

STATE OF TEXAS }
}
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day appeared ROLAND E. SQUYRES, to me personally known, who, being by me duly sworn, did say that he is the VICE PRESIDENT of NEWMONT OIL COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and the said ROLAND E. SQUYRES acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of January, 1977.

6-1-77
My Commission Expires:

Genevieve E. Courot
Notary Public in and for Harris County, Texas

* * * * *

STATE OF LOUISIANA }
}
PARISH OF LAFAYETTE }

BEFORE ME, the undersigned authority, on this day appeared RUFFIN T. LOWRY, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of MAR-LOW CORPORATION and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and the said RUFFIN T. LOWRY acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 1977.

My Commission Expires:

Notary Public in and for Lafayette Parish, Louisiana.

* * * * *

Exhibit D
Castex Development - Title and Lease History - 000597

STATE OF TEXAS }
}
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ _____ of VALOR LAND & EXPLORATION COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and the said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 1977.

_____
My Commission Expires:

_____
Notary Public in and for Harris County, Texas

* * * * *

STATE OF NEW MEXICO }
}
COUNTY OF EDDY }

BEFORE ME, the undersigned authority, on this day appeared S.P. Yates, to me personally known, who, being by me duly sworn, did say that he is the Vice President of YATES DRILLING COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and the said S. P. Yates acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of January, 1977.

October 18, 1979
My Commission Expires:

Jo Morgan
Notary Public in and for Eddy County, New Mexico

* * * * *

STATE OF NEW MEXICO }
}
COUNTY OF EDDY }

On this 13th day of January, 1977, before me personally appeared MARTIN YATES, III to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

October 18, 1979
My Commission Expires:

Jo Morgan
Notary Public in and for Eddy County, New Mexico

* * * * *

FILED & RECORDED, CLERK, EDDY COUNTY RECORDER

Exhibit D
Castex Development - Title and Lease History - 000598

427

403388

RECEIVED AND FILED
1977 MAR -7 PM 1:14
CLERK OF COURT
JEFFERSON DAVIS PARISH

ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS: THAT, PAUL E. BRUMMETT, husband of Patricia Nelson, of P. O. Box 986, Jennings, Louisiana 70546, hereinafter sometimes referred to as "ASSIGNOR", for and in the consideration of the sum of $100.00 and other valuable consideration, the receipt and adequacy of which is hereby acknowledge, does hereby SELL, TRANSFER, ASSIGN and CONVEY unto RONALD C. SHULTZ and THOMAS W. BLACKSTONE, sometimes hereinafter called "ASSIGNEE" its successors or assigns, all of Assignor's right, title and interest in and to those certain Oil, Gas and Mineral leases more particularly described in Exhibit "A" attached hereto and made a part hereof, covering certain lands in Jefferson Davis Parish, Louisiana.

403388

Assignor makes no representations or warranties as to the sufficiency of his titles, or as to the ownership of the lands covered by said leases, but Assignor warrants and represents that he has not transferred or assigned said leases or encumbered same.

IN WITNESS WHEREOF, this instrument is executed this 7th day of January, 1977.

WITNESS:

Margaret Cormier

Charles A. Fuchs

Paul E. Brummett

Paul E. Brummett

428

STATE OF LOUISIANA)

PARISH OF JEFFERSON DAVIS)

On this 7th day of January, 1977, before me personally appeared PAUL E. BRUMMETT, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Jennette Fremaux
Notary Public

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL, GAS AND MINERAL LEASES DATED JANUARY 7, 1977 BETWEEN PAUL E. BRUMMETT, AS ASSIGNOR AND Ronald C. Shultz & Thomas W. Blackstone, AS ASSIGNEE.

Oil, Gas and Mineral lease dated June 16, 1976, executed by Castex M. Boudreaux et al., as Lessor, in favor of Paul E. Brummett, as Lessee, covering 774.21 acres, more or less, in Jefferson Davis Parish and recorded in Book 427 page 415 under Entry No. 401468, in the conveyance records of Jefferson Davis Parish, Louisiana.

Oil, Gas and Mineral lease dated June 16, 1976, executed by Mark A. Boudreaux, as Lessor, in favor of Paul E. Brummett, as Lessee, and covering 774.21 acres, more or less, in Jefferson Davis Parish and recorded in Book 427 page 407 under Entry No. 401467, in the conveyance records of Jefferson Davis Parish, Louisiana.

Oil, Gas and Mineral lease dated June 16, 1976, executed by Albert Sidney Johnson, III, as Lessor, in favor of Paul E. Brummett, as Lessee, covering 774.21 acres, more or less, in Jefferson Davis Parish, and recorded in Book 427 page 423 under Entry No. 401469, in the Conveyance Records of Jefferson Davis Parish, Louisiana.

FILED & RECORDED: CLERK & EX OFFICIO RECORDER

524

RECEIVED AND FILED
1977 MAR 14 AM 8:34
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

PARTIAL ASSIGNMENT OF OIL, GAS AND MINERAL LEASE

KNOW ALL MEN BY THESE PRESENTS: 403467

THAT, GETTY OIL COMPANY, a Delaware corporation, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and assign unto AMOCO PRODUCTION COMPANY, a corporation, SAMEDAN OIL CORPORATION, and SAM NOBLE, their successors and assigns (in the proportions of fifty percent (50%) to Amoco Production Company, forty percent (40%) to Samedan Oil Corporation and ten percent (10%) to Sam Noble), all of Assignor's right, title and interest in and to the following described oil, gas and mineral lease, to wit:

> Oil, Gas and Mineral Lease dated August 7, 1954, executed by Rosa Castex Boudreaux, et al, as Lessor, to Lyle Cummins, as Lessee, recorded under Registry No. 218425 in Book 187 at Page 391 of the Conveyance Records of Jefferson Davis Parish, Louisiana,

403467

INSOFAR AND ONLY INSOFAR as said lease covers and affects lands below the depth of 13,901 feet, measured vertically below the surface.

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

IN WITNESS WHEREOF, this instrument has been executed in the presence of the undersigned competent witnesses on this 22nd day of February, 1977.

WITNESSES:

Carroll Dove

M J McQuinn

GETTY OIL COMPANY

BY J. R. Morrison
J. R. MORRISON

Its Attorney-in-Fact

718125---

STATE OF TEXAS X
X
COUNTY OF HARRIS X

On this 22nd day of February, 1977, before me appeared J. K. Morrison, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of GETTY OIL COMPANY and that the said instrument was signed in behalf of said corporation by authority of its Board of Directors and said J. K. Morrison acknowledged said instrument to be the free act and deed of said corporation.

WITNESS MY HAND AND SEAL OF OFFICE on this the date in this certificate above written.

DORALINE CAMERON
Notary Public in and for Harris County, Texas
My Commission Expires April 20, 1978

Doraline Cameron
Notary Public in and for Harris County, Texas

FILED & RECORDED: GARY B. HUFF EX OFFICIO RECORDER

615

403503

RECEIVED AND FILED
1977 MAR 14 PM 3:51
CLERK OF COURT
JEFFERSON DAVIS PARISH

CONVEYANCE OF
OIL, GAS AND MINERAL LEASES

STATE OF LOUISIANA,

PARISH OF JEFFERSON DAVIS.

KNOW ALL MEN BY THESE PRESENTS, THAT:

RONALD C. SHULTZ, husband of Sarah Billingsley, a resident of the Parish of Jefferson Davis, State of Louisiana, whose mailing address is Post Office Box 754, Jennings, Louisiana 70546, and THOMAS W. BLACKSTONE, husband of Edith St. Germaine, a resident of the City and Parish of Lafayette, State of Louisiana, whose mailing address is Post Office Box 51603, Oil Center Station, Lafayette, Louisiana, together sometimes hereinafter referred to as GRANTORS, for and in consideration of the sum of ONE HUNDRED AND NO/100 ($100.00) DOLLARS and other good and valuable considerations, the receipt and full sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, assign, transfer and convey unto CROWN CENTRAL PETROLEUM CORPORATION, a corporation organized under the laws of the State of Maryland, authorized to do and doing business in the State of Louisiana, the mailing address of which is 1400 First City East Building, Houston, Texas 77002, herein represented by its undersigned officer, duly authorized, sometimes hereinafter referred to as GRANTEE, all of the rights, title and interest of GRANTORS in, to and under the following described oil, gas and mineral leases covering and affecting lands situated in Jefferson Davis Parish, Louisiana, to-wit:

403503

1. That certain oil, gas and mineral lease dated June 16, 1976, executed by Castex M. Boudreaux et al., as Lessors, in favor of Paul E. Brummett, as Lessee, covering 774.21 acres, more particularly described therein, which mineral lease is recorded in Book 427, page 415, under Entry No. 401468 of the Conveyance Records of Jefferson Davis Parish, Louisiana; and

2. That certain oil, gas and mineral lease dated June 16, 1976, executed by Mark A. Boudreaux, as Lessor, in favor of Paul E. Brummett, as Lessee, covering 774.21 acres, more particularly described therein, and being a counterpart of Lease 1 described above, which mineral lease is recorded in Book 427, page 407, under Entry No. 401467 of the Conveyance Records of Jefferson Davis Parish; and

3. That certain oil, gas and mineral lease dated June 16, 1976, executed by Albert Sidney Johnson, III, as Lessor, in favor of Paul E. Brummett, as Lessee, covering 774.21 acres more particularly described therein, being a counterpart of Lease 1 described above, which mineral lease is recorded in Book 427, page 423, under Entry No. 401469 of the Conveyance Records of Jefferson Davis Parish, Louisiana;

subject to the overriding royalty interest hereinafter excepted and reserved by GRANTORS from this transfer and conveyance and subject to the terms, provisions and conditions hereof.

GRANTORS hereby except from this transfer and conveyance and reserve unto themselves, their respective heirs, successors, legal representatives and assigns, and GRANTEE does hereby grant, bargain, transfer and convey unto GRANTORS, their respective heirs, successors, legal representatives and assigns, as an overriding royalty interest the difference between the Lessor's royalty interest stipulated in each of the hereinabove described oil, gas and mineral leases and twenty-five per cent (25%) of all of the oil, gas and other minerals if, as and when produced, saved and marketed from the lands covered and affected by said oil, gas and mineral leases to be owned by the GRANTORS in equal proportions. It is the intention of the GRANTORS to transfer and convey unto GRANTEE a net seventy-five per cent (75%) revenue interest in, to and under the said oil, gas and mineral leases.

The delivery of said overriding royalty interest shall be made free of any and all development and production costs to the

credit of the GRANTORS in storage tanks provided by GRANTORS or to the credit of the GRANTORS into the pipeline to which the well or wells located on the said leased premises are connected. The said overriding royalty interest shall also be applicable on gas, including casinghead gas or other gaseous substances produced from the said lands and used or processed by GRANTEE, its successors or assigns, for the recovery, extraction or manufacture of condensate, gasoline or other liquid hydrocarbons, with the GRANTORS to receive the hereinabove stipulated fractional interest of the net proceeds derived from the sale of such gasoline or other plant products plus such fractional share of the net amount received from the sale of the residue gas.

GRANTORS shall pay all severance, production, gathering and ad valorem taxes now or hereafter applicable to the said overriding royalty interest. The said overriding royalty interest shall be calculated, paid and delivered to the owner or owners thereof in the same manner and at the same time as is provided for the calculation, payment and delivery of the Lessor's royalty under the terms, provisions and conditions of the hereinabove described oil, gas and mineral leases.

It is expressly agreed and understood that operations, if any, upon the leased premises and the extent and duration thereof, as well as the preservation of said oil, gas and mineral leases by rental payments or otherwise, shall be solely at the will and discretion of the owner or owners thereof.

It is further expressly agreed and understood that insofar as said overriding royalty interest is concerned, the owner or owners of the hereinabove described oil, gas and mineral leases

Exhibit D
Castex Development - Title and Lease History - 000606

shall have all rights conferred on the Lessee by said mineral leases to form or pool a drilling or production unit or units affecting the lands covered by said oil, gas and mineral leases, and where oil and/or gas is produced from any such drilling or production unit or from any unit designated or established by a governmental authority or agency having jurisdiction affecting the lands covered by said mineral leases, said overriding royalty interest shall be reduced in such manner that the amount of the overriding royalty interest shall be that proportion of the overriding royalty interest herein reserved and retained by GRANTORS that the surface acreage of the tract or tracts of land affected by said overriding royalty interest included in the unit bears to the total surface acreage included in the unit.

If the Lessors under any of the hereinabove described oil, gas and mineral leases own a lesser interest in the premises covered thereby than the entire and undivided leasehold rights, then, in that event, the overriding royalty interest herein reserved and retained by GRANTORS with respect to any such lands shall be reduced proportionately by the loss thus suffered by such failure of title.

GRANTEE assumes and obligates itself to comply with the terms, provisions and obligations of the hereinabove described oil, gas and mineral leases, and agrees to protect the GRANTORS and to hold them harmless against any and all claims, demands and causes of action arising out of or in any way connected with any operations conducted by GRANTEE under the terms and provisions of said mineral leases.

GRANTEE agrees to notify each of the GRANTORS not less than sixty (60) days prior to the date upon which delay rentals or

Exhibit D
Castex Development - Title and Lease History - 000607

shut-in payments are payable under the terms and provisions of any of the hereinabove described oil, gas and mineral leases whether it desires to timely pay said delay rentals or shut-in payments. GRANTEE further agrees to notify each of the GRANTORS not less than six (6) months prior to the expiration of the primary term of any of the said oil, gas and mineral leases whether it desires to allow said oil, gas and mineral leases to terminate. GRANTEE agrees immediately upon the receipt of a request therefor to execute and deliver to GRANTORS a recordable instrument wherein GRANTEE shall reconvey and reassign to GRANTORS all of the rights, title and interest of GRANTEE acquired herein in, to and under any such oil, gas and mineral lease or leases as to which GRANTEE does not desire to timely pay said delay rentals or shut-in payments or which GRANTEE desires to permit to terminate, such reconveyance to be free and clear of all liens, burdens and encumbrances created by, through or under GRANTEE. In the event GRANTEE desires to pay such delay rentals or shut-in payments, GRANTEE shall, after making such payment, furnish GRANTORS with a copy of the delay rental receipt or the shut-in payment receipt.

It is further expressly agreed and understood that the overriding royalty interest herein reserved and retained by GRANTORS shall be applicable and extend to the renewal or extension of any of the hereinabove described oil, gas and mineral leases or to any new oil, gas and mineral lease obtained or acquired, directly or indirectly, by, for or on behalf of GRANTEE, its successors or assigns, covering and affecting any of the lands covered by the hereinabove described oil, gas and mineral

Exhibit D
Castex Development - Title and Lease History - 000608

leases within one (1) year after the expiration and termination of the hereinabove described oil, gas and mineral lease covering and affecting such lands.

This transfer and conveyance is made by GRANTORS and accepted by GRANTEE without warranty of title by GRANTORS, either express or implied, except that GRANTORS warrant title against the lawful claims and demands of all persons claiming by, through or under GRANTORS.

The terms, provisions, stipulations and agreements hereof shall extend to and be binding upon the respective heirs, successors, legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument has been executed in the presence of the undersigned competent witnesses on this 7th day of March, 1977.

WITNESSES:

Evelyn F. Duddy

Cassandra Banks

Ronald C. Shultz

RONALD C. SHULTZ
SS # [redacted]

Evelyn F. Duddy

Cassandra Banks

Thomas W. Blackstone

THOMAS W. BLACKSTONE
SS # [redacted]

O L Lawson

Charles H. Johnson

CROWN CENTRAL PETROLEUM CORPORATION

BY: [illegible]

STATE OF LOUISIANA,

PARISH OF LAFAYETTE.

BEFORE ME, the undersigned authority, a Notary Public in and for the aforesaid Parish and State, on this day personally came and appeared RONALD C. SHULTZ, who, after being duly sworn, acknowledged and declared that he executed the above and foregoing instrument as his free act and deed.

SWORN TO AND SUBSCRIBED before me on this 7th day of March, 1977.

NOTARY PUBLIC

STATE OF LOUISIANA,

PARISH OF LAFAYETTE.

BEFORE ME, the undersigned authority, a Notary Public in and for the aforesaid Parish and State, on this day personally came and appeared THOMAS W. BLACKSTONE, who, after being duly sworn, acknowledged and declared that he executed the above and foregoing instrument as his free act and deed.

SWORN TO AND SUBSCRIBED before me on this 7th day of March, 1977.

NOTARY PUBLIC

(22

STATE OF TEXAS,

COUNTY OF HARRIS.

BEFORE ME, the undersigned authority, a Notary Public in and for the aforesaid Parish and State, on this day personally appeared R. M. KOBDISH, who, after being duly sworn, acknowledged and declared that he is the VICE PRESIDENT of CROWN CENTRAL PETROLEUM CORPORATION; that he executed the above and foregoing instrument for and on behalf of said corporation by authority of its Board of Directors and acknowledged the same to be the free act and deed of said corporation.

SWORN TO AND SUBSCRIBED before me on this 10th day of March, 1977.

Cindy L. Savoie
NOTARY PUBLIC

CINDY L. SAVOIE
Notary Public, Harris County, Texas
My Commission Expires June 1, 1977

FILED & RECORDED: CLERK & EX OFFICIO RECORDER

Gary B. Huff

AMOCO PROD. CO. et al ~~TO~~ To ROSA CasTex Boudreaux ~~SAMEDAM OIL CORP. ET AL~~ ET AL PAR. RELEASE ~~ASSIGN.~~

544

404872

STATE OF LOUISIANA :

PARISH OF JEFFERSON DAVIS:

RECEIVED AND FILED
1977 JUN 15 AM 8 35.
CLERK OF COURT
JEFFERSON DAVIS PARISH

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS: That,

AMOCO PRODUCTION COMPANY, a Delaware corporation, authorized to do business in the State of Louisiana and whose address is P.O. Box 50879, New Orleans, Louisiana 70150, SAMEDAN OIL CORPORATION, and SAM NOBLE do hereby release and relinquish all of their right, title and interest in and to the following described Oil, Gas and Mineral Lease covering lands situated in Jefferson Davis Parish, Louisiana:

404872

That certain Oil, Gas, and Mineral Lease dated August 7, 1954, executed by Rosa Castex Boudreaux, et al, as Lessors, in favor of Lyle E. Cummins, as Lessee, recorded under Entry No. 218425 in C.O.B. 187, Page 371 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

INSOFAR, AND ONLY INSOFAR, as Lease covers and affects acreage lying inside of the surface boundaries of the Unit described as the 9,100' SU A, established by Department of Conservation Order No. 101-B, effective April 1, 1962, and acreage lying within the surface boundaries of the Unit described as the 7,750' SU B, established by Department of Conservation Order No. 26-F, effective June 1, 1964, but outside of the surface boundaries of the Unit described as the 8,600' SU C, established by Department of Conservation Order No. 26A-5, effective June 1, 1964, in the South Jennings and West Mermentau Fields.

The above-described Lease, and all leasehold rights contained therein, shall remain in full force and effect as to the remainder of the lease premises, with the exception of any tracts previously released.

It is understood and agreed that Amoco Production Company, Samedan Oil Corporation, and Sam Noble, or their assigns, shall retain the right to use any presently existing canals and roads, and shall retain the exclusive right to use, maintain, replace and/or remove any presently existing pipeline facilities on the released acreage above-described in accordance with the terms of the above-mentioned Lease.

This instrument is executed this 20th day of April, 1977, in the presence of the undersigned competent witnesses.

WITNESSES:

Peggy Finch

Paula Fothell

AMOCO PRODUCTION COMPANY

By: William J. Hall
Attorney-in-Fact

SAMEDAN OIL CORPORATION

John Williams

Robert Don Woodside

By: _____
Vice-President

Attest:

_____
Secretary

SAM NOBLE

Beverly Tabor

Beverly D. Bradley

By: _____

STATE OF LOUISIANA :

PARISH OF ORLEANS :

On this 6th day of June, 1977, before me appeared William T. Hale, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact for AMOCO PRODUCTION COMPANY, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said William T. Hale acknowledged said instrument to be the free act and deed of said corporation.

R. CORNELIUS SMITH
NOTARY PUBLIC
PARISH OF ORLEANS
STATE OF LOUISIANA
My commission is issued for life.

R. Cornelius Smith
Notary Public

STATE OF OKLAHOMA:

COUNTY OF CARTER :

On this 20th day of May, 1977, before me appeared [illegible], to me personally known, who, being by me duly sworn, did say that he is the [illegible] for SAMEDAN OIL CORPORATION, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said [illegible] acknowledged said instrument to be the free act and deed of said corporation.

[illegible]
Notary Public

My commission expires:

December 14, 1978

Exhibit D
Castex Development - Title and Lease History - 000614

STATE OF OKLAHOMA :

COUNTY OF CARTER :

On this 23rd day of May, 1977, before me personally appeared SAM NOBLE, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

My commission expires:
Dec 28, 1979

Bobbie A Cunningham
Notary Public

FILED & RECORDED: Gary P. Huff EX OFFICIO RECORDER

Exhibit D
Castex Development - Title and Lease History - 000615

SAM NOBLE TO QUIEN SABE CORP. ~~SALE~~ Assign

861

405761

RECEIVED AND FILED
1977 AUG 22 AM 8 39
CLERK OF COURT
JEFFERSON DAVIS PARISH

CONVEYANCE

THE STATE OF LOUISIANA)
) KNOW ALL MEN BY THESE PRESENTS:
County of Jefferson Davis)

I.

THAT Sam Noble, of the City of Ardmore, Oklahoma, herein called "Assignor", in consideration of the sum of One ($1.00) Dollar cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents sell, assign, convey and deliver unto Quien Sabe Corporation, an Oklahoma Corporation, whose address is P. O. Box 1486, Ardmore, Oklahoma 73401 herein called "Assignee", the following described property, hereinafter called "subject property", to-wit:

(a) All of Assignor's right, title and interest in and to that certain oil, gas and mineral lease, hereinafter called "subject lease", dated August 7, 1954, recorded in Conveyance Book 187, page 391 under File No. 218425 of the Records of Jefferson Davis Parish, Louisiana, executed by Rosa Castex Boudreaux, et al, as Lessors, in favor of Lyle Cummins, as Lessee, which lease covers and bears upon 955.35 acres of land, more or less, located in Jefferson Davis Parish, Louisiana, more particularly described in said lease.

(b) All of Assignor's interest in all wells, casing, tubing, derricks, tanks, tank batteries, separators, rods, pumps, fuel lines, water lines, gas lines, equipment, structures and other personal property

405761

and fixtures located upon the property covered by subject lease.

(c) All of Assignor's interest in all permits, licenses, franchises, easements, servitudes and right-of-ways of every character which are useful or appropriate for developing, operating, gatherine, treating, storing or transporting oil, gas and other minerals produced from the lands covered by subject lease or property unitized therewith insofar as such items relate to oil and gas operations on said lands.

(d) All of Assignor's interest in, to and under all pooling orders, pooling agreements, operating agreements, hydrocarbon sales agreements, and other contracts and agreements of every character insofar as they cover or affect subject lease or the production and marketing of oil, gas and other hydrocarbons or other minerals therefrom.

(e) Without limitation of the foregoing, all of Assignor's right, title and interest, including certain rights to receive net profits arising out of and provided in that certain net profits and operating agreement between Tidewater Oil Company and Waterford Oil dated May 3, 1955, insofar only as said net profits agreement applies to subject lease, it being understood that said net profits and operating agreement has been amended by the letter agreement next set forth, so that same shall apply only to that portion of subject lease in which Assignor earned or shall

earn no interest by virtue of the provisions of the letter agreement next described.

(f) Without limitation of the foregoing, all of Assignor's right, title and interest under the provisions of that certain letter agreement dated July 9, 1959, between Tidewater Oil Company, Waterford Oil Company, and General Crude Oil Company, a recording supplement of which was dated July 23, 1959, recorded in Conveyance Book 234, page 541 of the Records of Jefferson Davis Parish, Louisiana, under the provisions of which Assignor has acquired an assignment dated November 11, 1959, filed for record under Entry No. 257936 of the Records of Jefferson Davis Parish, Louisiana, covering the rights under subject lease down to 11,067 feet subject to certain overriding royalty interests reserved by Tidewater Oil Company, and has received an additional assignment, dated January 19, 1961, filed for record under Entry No. _____ of the Records of Jefferson Davis Parish, Louisiana, covering rights under subject lease as to depths between 11,067 feet and 13,901 feet, subject to certain overriding royalty interests reserved by Tidewater Oil Company, and under the provisions of which Assignor has the right to earn additional interests in said lease by

commencing additional drilling operations prior to July 9, 1961, it being the intention hereof to convey Assignor's rights to earn such additional interests.

2.

This conveyance is made without warranty of title, but with full substitution and subrogation of all rights of warranty to which Assignor may be entitled against all former proprietors.

3.

This conveyance shall be effective as to all production runs subsequent to 7:00 o'clock A.M. on the 1st day of August, 1977, and Assignee shall own all production in storage on and after such date.

4.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 16TH day of August, 1977, to be effective on the 1st day of August, 1977 at 7:00 o'clock A.M.

WITNESSES:

Beverly Dukes

Wiet Batis

SAM NOBLE

STATE OF OKLAHOMA)
) ss.
County of Carter)

On this 16th day of August, 1977, before me personally appeared SAM NOBLE, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Bobbie Jo Cunningham
NOTARY PUBLIC

My commission expires:

Dec. 28, 1979

(Seal)

FILED & RECORDED: Gary B. Huff
CLERK & EX OFFICIO RECORDER

684

409467

ASSIGNMENT

RECORDED AND FILED
1978 DEC -7 PM 12:27
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA |
PARISH OF JEFFERSON DAVIS |

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Hundred Dollars ($100.00) and other good and valuable consideration, cash in hand paid to the Assignor by the Assignee herein named the receipt and sufficiency of which are hereby acknowledged, subject to the terms and provisions herein contained, CROWN CENTRAL PETROLEUM CORPORATION, whose address is 6750 West Loop South, Suite 300, Bellaire, Texas 77401 herein referred to as "Assignor" does by this act and these presents, grant, bargain, sell, transfer, assign and convey unto CARPENTER OIL & GAS COMPANY, whose address is 2001 Bryan Tower, Suite 815, Dallas, Texas 75201 hereinafter referred to as "Assignee", its heirs, successors and assigns an undivided 6.25% interest in and to the Oil, Gas and Mineral Leases described on Exhibit "A" attached hereto.

This assignment is made subject to the following agreements, to-wit:

1. Letter Agreement dated April 4, 1977 between Thomas W. Blackstone, Ronald C. Shultz and Crown Central Petroleum Corporation.
2. Assignment dated March 7, 1977 between Ronald C. Shultz and Thomas H. Blackstone as Assignors, and Crown Central Petroleum Corporation, as Assignee, being recorded in Book 431 of the Conveyance Records at Page 615 et seq., File No. 403503, Jefferson Davis Parish, Louisiana.
3. Operating Agreement dated January 27, 1978 between Crown Central Petroleum Corporation, as Operator and Galaxy Oil Company, Omni Drilling Partnership Nos. 1977-2 & 1977-3, and Carpenter Oil & Gas Company, as Non-Operators.

409467

4. Conditional Letter of Acceptance dated March 14, 1978 from Carpenter Oil & Gas Company to Crown Central Petroleum Corporation.

5. Letter Agreement dated January 26, 1978 between Carpenter Oil & Gas Company and Crown Central Petroleum Corporation.

and Assignee, by acceptance below, hereby assumes and agrees to faithfully carry out its proportionate part of the terms and provisions of these agreements, along with the proportionate part of the obligations imposed by the assigned leases in which Assignee is acquiring an interest.

This assignment is made without warranty of title on the part of Assignor except that Assignor warrants against anyone asserting an adverse claim of title to the leases that arise by, through, or under any act of Assignor; but this Assignment is made with transfer and subrogation of rights and actions of warranty which Assignor may have as to the interest assigned.

IN WITNESS WHEREOF, this instrument is executed in duplicate on the 20th day of March, 1978.

Assignee:

CROWN CENTRAL PETROLEUM CORPORATION

R. M. KOBDISH, Vice President

ATTEST:

Assistant Secretary

Assignor:

CARPENTER OIL & GAS COMPANY

Joe E. Vaughan, President

ATTEST:

JOHN N. PINGREE Assistant Secretary

STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared R. M. KOBDISH, Vice President of CROWN CENTRAL PETROLEUM CORPORATION, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of March, 1978.

CINDY L. SAVOIE
Notary Public, Harris County, Texas
My Commission Expires March 31, 1979

Cindy L. Savoie
Notary Public in and for
Harris County, Texas

STATE OF Texas |
COUNTY OF Dallas |

BEFORE ME, the undersigned authority, on this day personally appeared Joe E. Vaughan, President of CARPENTER OIL & GAS COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of April, 1978.

BARBARA PILCH
Notary Public, Dallas County, Texas
My Commission Expires 10-15-79

Barbara Pilch
Notary Public in and for
Dallas County, Texas

EXHIBIT "A"

1. OG&M Lease dated June 16, 1976 executed by Castex M. Boudreaux, et al, as Lessors, in favor of Paul E. Brummett, as Lessee, covering 774.21 acres, more particularly described therein, which mineral lease is recorded in Book 427, Page 415 under Entry No. 401468 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

2. OG&M Lease dated June 16, 1976 executed by Mark A. Boudreaux, as Lessor, in favor of Paul E. Brummett, as Lessee, covering 774.21 acres, more particularly described therein and being a counterpart of Lease 1 described above, which mineral lease is recorded in Book 427, Page 407 under Entry No. 401467 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

3. OG&M Lease dated June 16, 1976 executed by Albert Sidney Johnson, III, as Lessor, in favor of Paul E. Brummett, as Lessee, covering 774.21 acres, more particularly described therein, being a counterpart of Lease 1 described above, which mineral lease is recorded in Book 427, Page 423 under Entry No. 401469 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

4. OG&M Lease dated March 8, 1977 executed by David G. Hitt, Trustee as Lessor, in favor of Crown Central Petroleum Corporation, as Lessee, covering 28.22 acres, more particularly described therein, which mineral lease is recorded in Book 431, Page 732 under Entry No. 403582 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

5. OG&M Lease dated March 3, 1977 executed by Anne Houssier Hebert, et vir, as Lessor in favor of Crown Central Petroleum Corporation, as Lessee, covering 29.093 acres more particularly described therein, which mineral lease is recorded in Book 431, Page 631 under Entry No. 403506 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

6. OG&M Lease dated March 3, 1977 executed by Frank C. Perl, as Lessor, in favor of Crown Central Petroleum Corporation, as Lessee, covering 28.22 acres more particularly described therein, which mineral lease is recorded in Book 431, Page 623 under Entry No. 403504 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

7. OG&M Lease dated March 3, 1977 executed by Edwin J. Krielow, as Lessor, in favor of Crown Central Petroleum Corporation, as Lessee, covering 28.22 acres more particularly described therein, which mineral lease is recorded in Book 431, Page 627 under Entry No. 403505 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

FILED & RECORDED: CLERK'S EX-OFFICIO RECORDER

721

409429

RECEIVED AND FILED
1978 APR 10 AM 8 36
CLERK OF COURT
JEFFERSON DAVIS PARISH

ASSIGNMENT

STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Hundred Dollars ($100.00) and other good and valuable consideration, cash in hand paid to the Assignor by the Assignee herein named the receipt and sufficiency of which are hereby acknowledged, subject to the terms and provisions herein contained, CROWN CENTRAL PETROLEUM CORPORATION, whose address is 6750 West Loop South, Suite 300, Bellaire, Texas 77401, herein referred to as "Assignor" does by this act and these presents grant, bargain, sell, transfer, assign and convey unto OMNI DRILLING PARTNERSHIP NO. 1977-2 and OMNI DRILLING PARTNERSHIP NO. 1977-3, whose address is 1019 West 9th Avenue, King of Prussia, Pennsylvania (in the proportion among them as hereinafter set out) collectively hereinafter referred to as "Assignee", its heirs, successors and assigns an undivided 18.75% interest in and to the Oil, Gas and Mineral Leases described on Exhibit "A" attached hereto,

409429

The rights acquired hereunder by Assignee shall be owned among them in the following proportions:

OMNI Drilling Partnership No. 1977-2.....10.4644%
OMNI Drilling Partnership No. 1977-3..... 8.2856%

This assignment is made subject to the following agreements, to-wit:

1. Letter Agreement dated April 4, 1977 between Thomas W. Blackstone, Ronald C. Shultz and Crown Central Petroleum Corporation.
2. Assignment dated March 7, 1977 between Ronald C. Shultz and Thomas W. Blackstone as Assignors, and Crown Central Petroleum Corporation, as Assignee, being recorded in

Book 431 of the Conveyance Records at Page 615 et seq., File No. 403503, Jefferson Davis Parish, Louisiana.

3. Letter Agreement dated January 26, 1978 between OMNI Drilling Partnerships Nos. 1977-2 & 1977-3 and Crown Central Petroleum Corporation.

4. Conditional Letter of Acceptance dated February 8, 1978 from Omni Drilling Partnerships Nos. 1977-2 & 1977-3 to Crown Central Petroleum Corporation.

5. Operating Agreement dated January 27, 1978 between Crown Central Petroleum Corporation, as Operator and Galaxy Oil Company, Omni Drilling Partnership Nos. 1977-2 & 1977-3, and Carpenter Oil & Gas Company, as Non-Operators.

and Assignee by acceptance below, hereby assumes and agrees to faithfully carry out its proportionate part of the terms and provisions of these agreements, along with the proportionate part of the obligations imposed by the assigned leases in which Assignee is acquiring an interest.

This assignment is made without warranty of title on the part of Assignor except that Assignor warrants against anyone asserting an adverse claim of title to the leases that arise by, through, or under any act of Assignor; but, this Assignment is made with transfer and subrogation of rights and actions of warranty which Assignor may have as to the interest assigned.

IN WITNESS WHEREOF, this instrument is executed in duplicate on the 20th day of March, 1978.

Assignor:

CROWN CENTRAL PETROLEUM CORPORATION

R. M. KOBDISH, Vice President

CHS Usmc

ATTEST:

Assistant Secretary

Assignee:

OMNI DRILLING PARTNERSHIP NO. 1977-2
and 1977-3

Thomas F. Gill, Jr./Exec. Vice President
Omni-Exploration, Inc./Partnership Mgr.

ATTEST:

C. Warren Trainor, Secretary

STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared R. M. KOBDISH, Vice President of CROWN CENTRAL PETROLEUM CORPORATION, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of March, 1978.

CINDY L. SAVOIE
Notary Public, Harris County, Texas
My Commission Expires March 31, 1979

Cindy L. Savoie
Notary Public in and for
Harris County, Texas

STATE OF PENNSYLVANIA |
COUNTY OF MONTGOMERY |

BEFORE ME, the undersigned authority, on this day personally appeared Thomas P. Gill, Jr., Executive Vice President of Omni-Exploration, Inc., Partnership Manager of OMNI DRILLING PARTNERSHIP 1977-2 & 1977-3, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5TH day of April, 1978.

Kathleen S. Kurtz
Notary Public in and for
Montg. County, Penna.

KATHLEEN S. KURTZ, Notary Public
My Commission Expires Feb. 19, 1980

EXHIBIT "A"

1. OG&M Lease dated June 16, 1976 executed by Castex M. Boudreaux, et al, as Lessors, in favor of Paul E. Brummett, as Lessee, covering 774.21 acres, more particularly described therein, which mineral lease is recorded in Book 427, Page 415 under Entry No. 401468 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

2. OG&M Lease dated June 16, 1976 executed by Mark A. Boudreaux, as Lessor, in favor of Paul E. Brummett, as Lessee, covering 774.21 acres, more particularly described therein and being a counterpart of Lease 1 described above, which mineral lease is recorded in Book 427, Page 407 under Entry No. 401467 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

3. OG&M Lease dated June 16, 1976 executed by Albert Sidney Johnson, III, as Lessor, in favor of Paul E. Brummett, as Lessee, covering 774.21 acres; more particularly described therein, being a counterpart of Lease 1 described above, which mineral lease is recorded in Book 427, Page 423 under Entry No. 401469 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

4. OG&M Lease dated March 8, 1977 executed by David G. Hitt, Trustee as Lessor, in favor of Crown Central Petroleum Corporation, as Lessee, covering 28.22 acres, more particularly described therein, which mineral lease is recorded in Book 431, Page 732 under Entry No. 403582 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

5. OG&M Lease dated March 3, 1977 executed by Anne Houssier Hebert, et vir, as Lessor in favor of Crown Central Petroleum Corporation, as Lessee, covering 29.093 acres more particularly described therein, which mineral lease is recorded in Book 431, Page 631 under Entry No. 403506 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

6. OG&M Lease dated March 3, 1977 executed by Frank C. Perl, as Lessor, in favor of Crown Central Petroleum Corporation, as Lessee, covering 28.22 acres more particularly described therein, which mineral lease is recorded in Book 431, Page 623 under Entry No. 403504 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

7. OG&M Lease dated March 3, 1977 executed by Edwin J. Krielow, as Lessor, in favor of Crown Central Petroleum Corporation, as Lessee, covering 28.22 acres more particularly described therein, which mineral lease is recorded in Book 431, Page 627 under Entry No. 403505 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

Gary B. Huff

FILED & RECORDED: CLERK & EX OFFICIO RECORDER

6689

4106336

RECEIVED AND FILED
1978 JUN 13 PM 4:07
CLERK OF COURT
JEFFERSON DAVIS PARISH

ASSIGNMENT

STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Hundred Dollars ($100.00) and other good and valuable consideration, cash in hand paid to the Assignor by the Assignee herein named the receipt and sufficiency of which are hereby acknowledged, subject to the terms and provisions herein contained, CROWN CENTRAL PETROLEUM CORPORATION, whose address is 6750 West Loop South, Suite 300, Bellaire, Texas 77401 herein referred to as "Assignor" does by this act and these presents, grant, bargain, sell, transfer, assign and convey unto GALAXY OIL COMPANY, whose address is 918 Lamar Street, Wichita Falls, Texas 76301 hereinafter referred to as "Assignee", its heirs, successors and assigns an undivided 25% interest in and to the Oil, Gas, and Mineral Leases described on Exhibit "A" attached hereto.

4106336

This assignment is made subject to the following agreements, to-wit:

1. Letter Agreement dated April 4, 1977 between Thomas W. Blackstone, Ronald C. Shultz and Crown Central Petroleum Corporation.
2. Assignment dated March 7, 1977 between Ronald C. Shultz and Thomas W. Blackstone, as Assignors, and Crown Central Petroleum Corporation, as Assignee, being recorded in Book 431 of the Conveyance Records at Page 615 et seq., File No. 403503, Jefferson Davis Parish, Louisiana.
3. Letter Agreement dated January 26, 1978 between Galaxy Oil Company and Crown Central Petroleum Corporation.
4. Operating Agreement dated January 27, 1978 between Crown Central Petroleum Corporation, as Operator, and Galaxy Oil Company, Omni Drilling Partnership Nos. 1977-2 & 1977-3 and Carpenter Oil & Gas Company as Non-Operators.

and Assignee by acceptance below, hereby assumes and agrees to faithfully carry out its proportionate part of the terms and provisions of these agreements, along with the proportionate part of the obligations imposed by the assigned leases in which Assignee is acquiring an interest.

This assignment is made without warranty of title on the part of Assignor except that Assignor warrants against anyone asserting an adverse claim of title to the leases that arise by, through, or under any act of Assignor; but this Assignment is made with transfer and subrogation of rights and actions of warranty which Assignor may have as to the interest assigned.

IN WITNESS WHEREOF, this instrument is executed in duplicate on the 20th day of March, 1978.

Assignor:

CROWN CENTRAL PETROLEUM CORPORATION

R. M. KOBDISH, Vice President

ATTEST:

Assistant Secretary

Assignee:

GALAXY OIL COMPANY

Laurence S. Cooke, Jr.
Vice President

ATTEST:

Phyllis Key, Asst. Secretary

STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared R. M. KORDISH, Vice President of CROWN CENTRAL PETROLEUM CORPORATION, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of March, 1978.

CINDY L. SAVOIE
Notary Public, Harris County, Texas
My Commission Expires March 31, 1979

Cindy L Savoie
Notary Public in and for
Harris County, Texas

STATE OF TEXAS }
COUNTY OF WICHITA }

BEFORE ME, the undersigned authority, on this day personally appeared Laurence S. Cooke, Jr., Vice President of GALAXY OIL COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of March, 1978.

Ann McMahan
Notary Public in and for
Wichita County, Texas
My Commission expires 12-31-78

EXHIBIT "A"

1. OG&M Lease dated June 16, 1976 executed by Castex M. Boudreaux, et al, as Lessors, in favor of Paul E. Brummett, as Lessee, covering 774.21 acres, more particularly described therein, which mineral lease is recorded in Book 427, Page 415 under Entry No. 401468 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

2. OG&M Lease dated June 16, 1976 executed by Mark A. Boudreaux, as Lessor, in favor of Paul E. Brummett, as Lessee, covering 774.21 acres, more particularly described therein and being a counterpart of Lease 1 described above, which mineral lease is recorded in Book 427, Page 407 under Entry No. 401467 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

3. OG&M Lease dated June 16, 1976 executed by Albert Sidney Johnson, III, as Lessor, in favor of Paul E. Brummett, as Lessee, covering 774.21 acres, more particularly described therein, being a counterpart of Lease 1 described above, which mineral lease is recorded in Book 427, Page 423 under Entry No. 401469 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

4. OG&M Lease dated March 8, 1977 executed by David G. Hitt, Trustee as Lessor, in favor of Crown Central Petroleum Corporation, as Lessee, covering 28.22 acres, more particularly described therein, which mineral lease is recorded in Book 431, Page 732 under Entry No. 403582 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

5. OG&M Lease dated March 3, 1977 executed by Anne Houssier Hebert, et vir, as Lessor in favor of Crown Central Petroleum Corporation, as Lessee, covering 29.093 acres more particularly described therein, which mineral lease is recorded in Book 431, Page 631 under Entry No. 403506 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

6. OG&M Lease dated March 3, 1977 executed by Frank C. Perl, as Lessor, in favor of Crown Central Petroleum Corporation, as Lessee, covering 28.22 acres more particularly described therein, which mineral lease is recorded in Book 431, Page 623 under Entry No. 403504 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

7. OG&M Lease dated March 3, 1977 executed by Edwin J. Krielow, as Lessor, in favor of Crown Central Petroleum Corporation, as Lessee, covering 28.22 acres more particularly described therein, which mineral lease is recorded in Book 431, Page 627 under Entry No. 403505 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

Gary B. Hays

FILED & RECORDED, CLERK WITH ORIG TO RECORDER

333

411777

RECEIVED AND FILED
1978 AUG 18 PM 2 22
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

CROSS-ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, ABACO EXPLORATION, INC. (Abaco) owns 100% interest in that certain mineral lease granted by Pelto Oil Company to Abaco, dated October 13, 1975, recorded in Book 415, Entry No. 392997 of the records of Jefferson Davis Parish, Louisiana, said mineral lease affecting 203 acres as shown on the plat attached hereto as Exhibit "A", and being sometimes referred to herein as the "Pelto/Abaco Lease";

WHEREAS, DELTA DRILLING COMPANY (Delta) owns 50.00009% interest in that certain mineral lease granted by Rosa Castex Boudreaux et al to James C. Ruffin, dated March 5, 1958, recorded in Book 222, Entry No. 245110 of the records of Jefferson Davis Parish, Louisiana, said mineral lease affecting 107.20 acres as shown on the plat attached hereto as Exhibit "B", and being sometimes referred to herein as the "Boudreaux/Delta Lease"; and

411777

WHEREAS, Abaco and Delta in order to facilitate development desire to cross-assign certain interests in the Pelto/Abaco Lease and the Boudreaux/Delta Lease;

NOW THEREFORE, in consideration of the cross-assignment herein effected, and of the mutual obligations of the parties herein assumed, Abaco and Delta agree as follows:

1. Abaco hereby assigns, conveys and transfers to Delta a 17.27917% undivided interest in and to the Pelto/Abaco Lease, being more fully described as that certain mineral lease granted by Pelto Oil Company to Abaco Exploration, Inc., dated October 13, 1975, recorded in Book 415, Entry No. 392997 of the records of Jefferson Davis Parish, Louisiana. Said assignment is made without any warranty whatsoever as to the title to the land covered by the Pelto/Abaco Lease, but Abaco warrants that it owns 100% interest in the Pelto/Abaco Lease and that the Pelto/Abaco Lease is in full force and effect at the date hereof as to the acreage shown on Exhibit "A".

2. Delta hereby assigns, conveys and transfers to Abaco a 32.72083% undivided interest in and to the Boudreaux/Delta Lease, being more fully described as that certain mineral lease granted by Rosa Castex Boudreaux et al to James C. Ruffin, dated March 5,

1958, recorded in Book 222, Entry No. 245110 of the records of Jefferson Davis Parish, Louisiana, excepting, however, and reserving to Delta, all rights and interests under the Boudreaux/Delta Lease in and with respect to the Het. 1 Sand, as to acreage within the Het. 1 SU A, and in and with respect to the 10,200 Ft. Sand, within the 10,200 Ft. Sand Unit. Said assignment is made without warranty whatsoever as to the title to the land covered by the Boudreaux/Delta Lease, but Delta warrants that it owns 50.00000% interest in the Boudreaux/Delta Lease and that the Boudreaux/Delta Lease is in full force and effect at the date hereof as to the acreage shown on Exhibit "B".

THUS EXECUTED the 31st day of March, 1977.

WITNESSES:

Carolyn V. Cuddeyer

Kathleen Organ

ABACO EXPLORATION, INC.

By: Andrew McCollam, Jr.

DELTA DRILLING COMPANY

By: Executive Vice-President

ATTEST:

Assistant Secretary

Lou L. Thomas

Kathey Deighbors

STATE OF LOUISIANA

PARISH OF ORLEANS

On this 31st day of March, 1977, before me, the undersigned Notary Public in and for the Parish and State aforesaid, appeared ANDREW McCOLLAM, JR., to me personally known, who, being by me duly sworn, did say that he is the President of ABACO EXPLORATION, INC., and the said appearer acknowledged said instrument to be the free act and deed of said corporation.

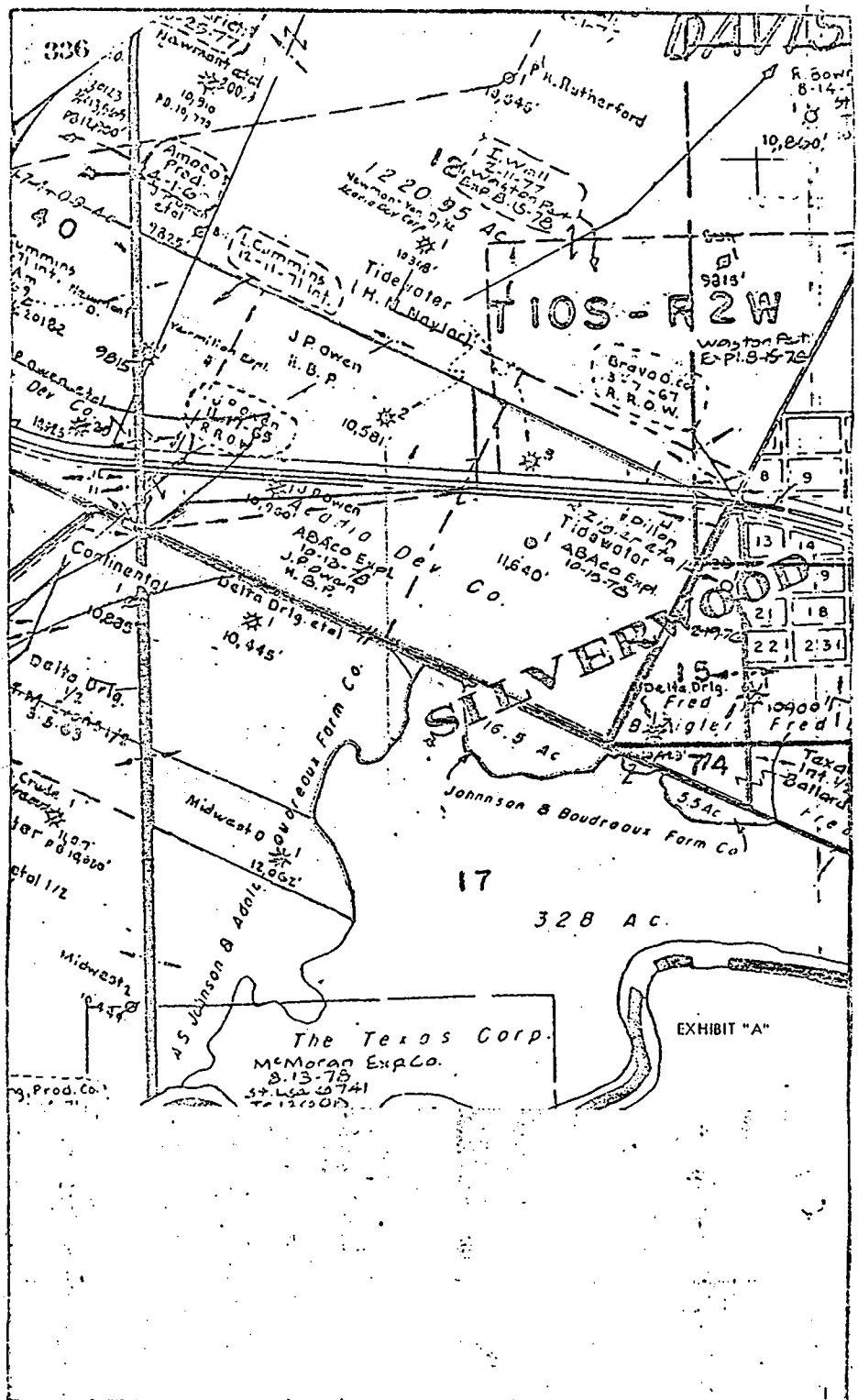
Andrew E. Gates III
NOTARY PUBLIC

STATE OF TEXAS

COUNTY OF SMITH

On this 6th day of April, 1977, before me, the undersigned Notary Public in and for the County and State aforesaid, appeared [illegible], to me personally known, who, being by me duly sworn, did say that he is the VICE-PRESIDENT of DELTA DRILLING COMPANY, and the said appearer acknowledged said instrument to be the free act and deed of said corporation.

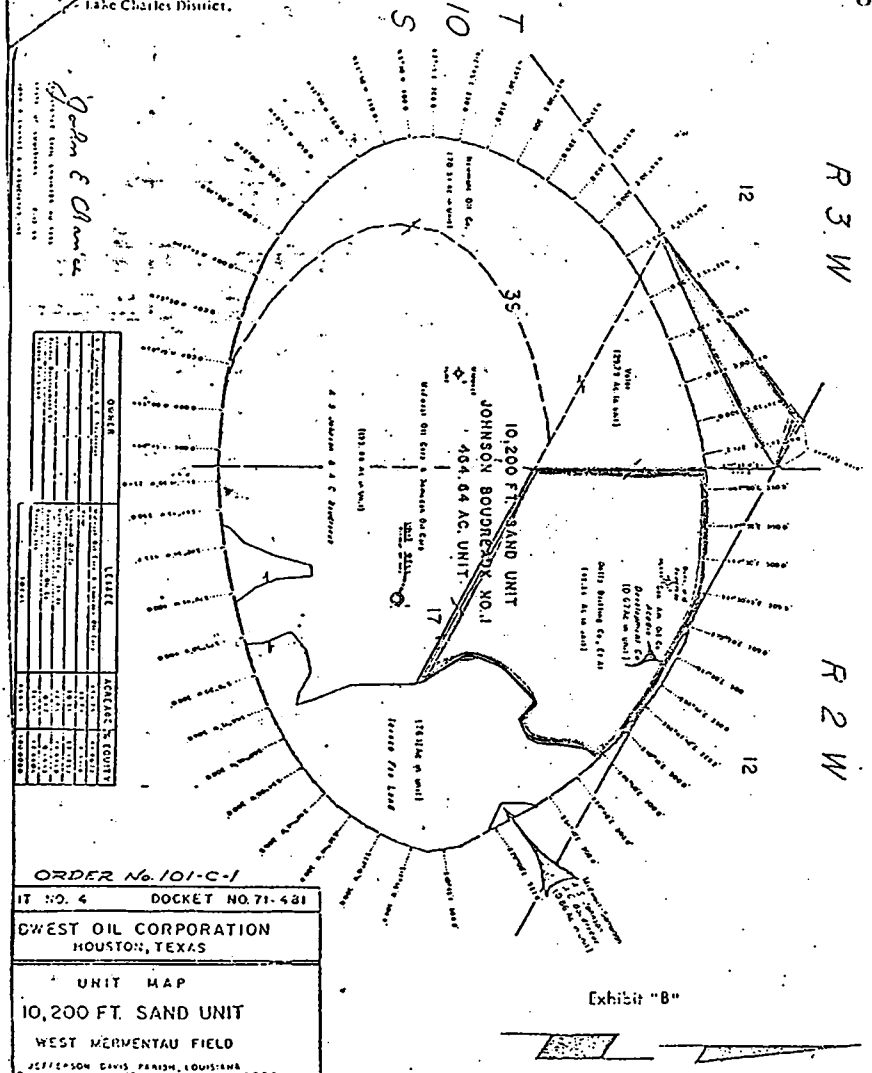
Jackie Lawlis
NOTARY PUBLIC


336
DAVIS
P. H. Rutherford
10,345'
R. Bowen
8-14-
10,250'
E. Wall
2-11-77
Wynnton Part
Exp 8-15-78
1220.95 Ac
Newmont-Van Dyke
Kerr-McGee Corp. et al
T. Cummins
12-11-71 Int.
Tidewater
H. M. Haylock
9819'
T10S - R2W
Wynnton Part
E-Pl. 8-15-78
Gravaco
3-7-67
R. O. W.
J. P. Owen
11. B. P.
10,581'
Vermilion Expl.
Woodward
R. O. W.
9815'
Owen-etal
Dev Co.
J. J. Owen
10,900'
ABACo Expl
10-13-78
J. P. Owen
H. B. P.
Continental
Delta Drlg. et al
10,445'
10,233'
Dev Co.
Tidewater
ABACo Expl
10-13-78
11,640'
SILVERADO
Delta Drlg.
Fred
Bazigel
16.5 Ac
714
Johnnson & Boudreaux Farm Co
55 Ac
Texas Int'l
Ballard
Delta Drlg.
1/2 Int.
3-5-63
Midwest
Boudreaux Farm Co.
13,062'
17
328 Ac.
Midwest
10,454'
A. S. Johnson & Addl.
The Texas Corp.
McMoran Exp Co.
8-13-78
EXHIBIT "A"

...NTAU FIELD, 10,200' San... ...n, Utilization and Rules, Jefferson Davis ...ish, Order No. 101-C-1.

...Lake Charles District.

337



Gary B. Huff

FILED & RECORDED, CLERK'S EX OFFICIO RECORDER

Exhibit D.

446

Please Return To:
RIGHT OF WAY AND CLAIMS DIVISION
CONTINENTAL OIL COMPANY
HOUSTON, TEXAS

RECEIVED AND FILED
1978 NOV 17 AM 8:45
CLERK OF COURT
JEFFERSON DAVIS PARISH

PARTIAL ASSIGNMENT OF RIGHT-OF-WAY

413332

STATE OF LOUISIANA §
PARISH OF JEFFERSON DAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT, MARK A. BOUDREAUX, et al by instrument dated June 16, 1976 granted to PAUL E. BRUMMETT, (CROWN CENTRAL PETROLEUM CORPORATION now known as Assignee) an easement and right-of-way to build, construct and maintain a 15' by 20' meter housing and turn around and the right to lay, operate and maintain pipeline from the water, gas, oil and/or other liquid hydrocarbons with the right of ingress and egress.

413332

NOW, THEREFORE, CROWN CENTRAL PETROLEUM CORPORATION, does hereby grant, convey and deliver unto CONTINENTAL OIL COMPANY, 901 Lakeshore Drive, Lake Charles, Louisiana 70601 the right to build, construct and maintain a 15' by 20' meter housing and turn around and the right to lay, operate and maintain pipeline from the water, gas, oil and/or other liquid hydrocarbons with the right of ingress and egress.

TO HAVE AND TO HOLD unto CONTINENTAL OIL COMPANY, its successors and assigns and hereof until released recordable instrument.

IN WITNESS HEREOF, this instrument executed this 10th day of November, 1978.

CROWN CENTRAL PETROLEUM CORPORATION

R. M. KOBDISH, Vice President

ATTEST:
Assistant Secretary

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared R. M. KOBDISH, Vice President of CROWN CENTRAL PETROLEUM CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of November, 1978.

Marie J. Bobalik
Notary in Harris County
My Commission Expires 5-8-80

Gary B. Huff
FILED & RECORDED: CLERK & EX OFFICIO RECORDER

Exhibit D
Gastex Development - Title and Lease History - 000641

448

413334

RECEIVED AND FILED
1978 NOV 17 AM 8 48
CLERK OF COURT
JEFFERSON DAVIS PARISH

PARTIAL ASSIGNMENT OF RIGHTS

STATE OF LOUISIANA §
PARISH OF JEFFERSON DAVIS§

KNOW ALL MEN BY THESE PRESENTS:

THAT, MARK A. BOUDREAUX, et al, Lessor, granted an Oil, Gas and Mineral Lease to PAUL E. BRUMMETT, Lessee, (CROWN CENTRAL PETROLEUM CORPORATION now known as Assignee), covering 774.21 acres of land dated June 16, 1976 and lease granted from CASTEX M. BOUDREAUX, et al, Lessor to PAUL E. BRUMMETT, Lessee, (CROWN CENTRAL PETROLEUM CORPORATION now known as Assignee), covering 774.21 acres of land dated June 16, 1976. These leases granted to CROWN CENTRAL PETROLEUM CORPORATION, as Lessee, the right to use the surface for all purposes incident to production and transportation of minerals, and the right to ingress and egress, including the right to construct and maintain roads.

413334

NOW, THEREFORE, CROWN CENTRAL PETROLEUM CORPORATION, does hereby grant, convey and deliver unto CONTINENTAL OIL COMPANY, 901 Lakeshore Drive, Lake Charles, Louisiana 70601, the right to build, construct and maintain a 15' by 20' meter housing and turn around and the right to lay, operate and maintain pipeline from the water, gas, oil and/or other liquid hydrocarbons with the right of ingress and egress, as shown on the plat attached hereto and made a part hereof.

TO HAVE AND TO HOLD unto CONTINENTAL OIL COMPANY, its successors and assigns and hereof until released recordable instrument.

IN WITNESS HEREOF, this instrument executed this 10th day of November, 1978.

CROWN CENTRAL PETROLEUM CORPORATION

ATTEST:
O. R. Lausin
ASSISTANT SECRETARY

R. M. KOBDISH, Vice President

ATTEST:

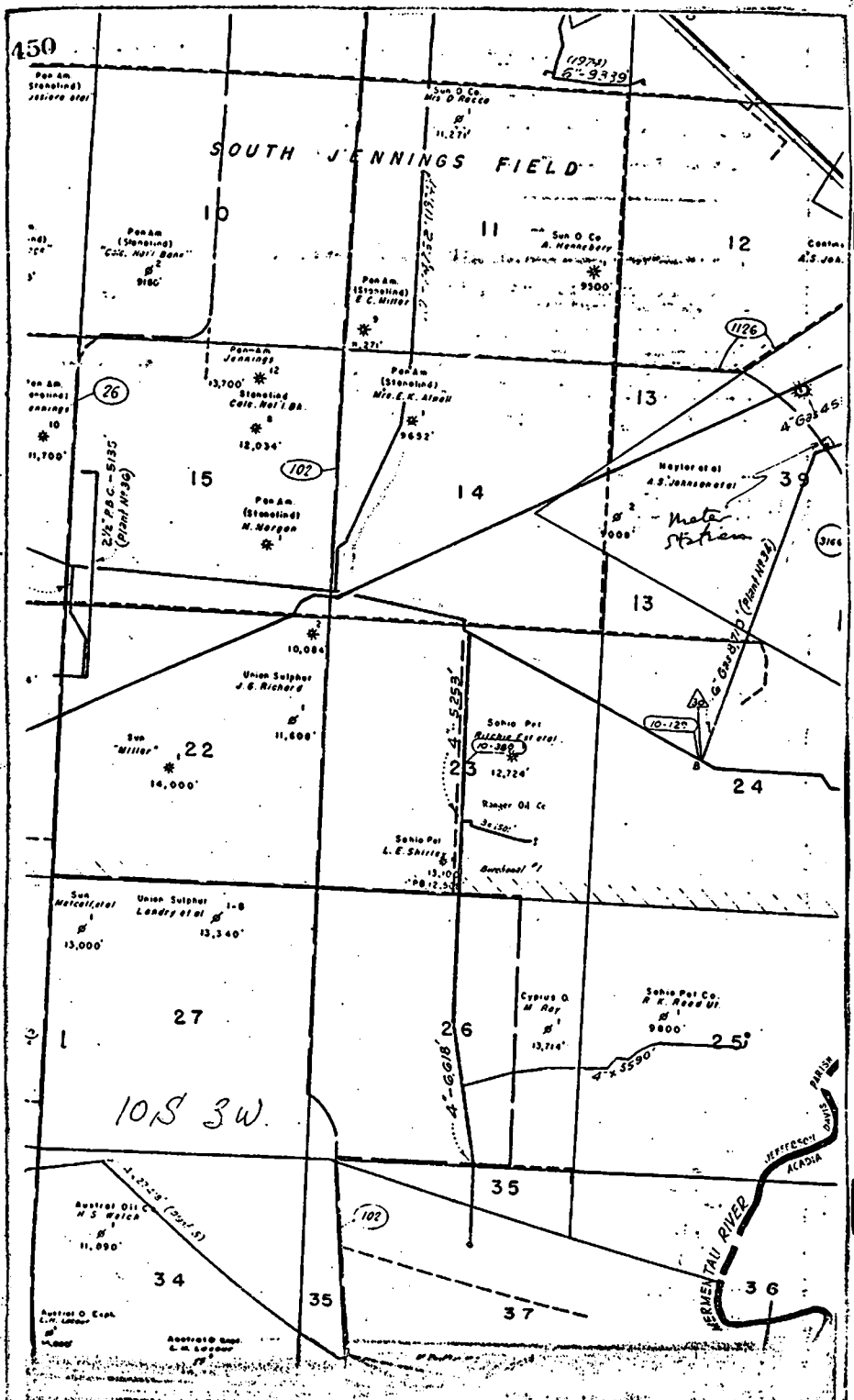
O. L. RAUSIN, Assistant Secretary

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared R. M. KOBDISH, known to me to be the VICE PRESIDENT of CROWN CENTRAL PETROLEUM CORPORATION and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of November, 1978.

Marie J. Bobalik
Notary Public
Harris County
My Commission Expires 5-1-80



Gay B. Huff

FILED & RECORDED: CLERK & EX OFFICIO RECORDER

Exhibit D

Gaetex Development - Title and Lease History - 000644

117176

I, ELEANOR C. DICKSON, do hereby certify that I am the duly elected Secretary of MOBIL-GC CORPORATION; that I have custody of the Secretary's records; that the attached is a complete and correct copy of the Certificate of Merger of General Crude Oil Company with and into said MOBIL-GC CORPORATION filed with the Secretary of State of Delaware on July 6, 1979, and effective on that date.

IN TESTIMONY WHEREOF, I have signed my name and affixed the Corporate Seal at New York, N.Y., this 7th day of July, 1979.

Secretary

117176

RECEIVED AND FILED
1979 JUL 11 AM 9 49
CLERK OF COURT
ST. MARY PARISH

558

CERTIFICATE OF MERGER

OF

GENERAL CRUDE OIL COMPANY

INTO

MOBIL-GC CORPORATION

The undersigned corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

Name	State of Incorporation
MOBIL-GC CORPORATION	Delaware
GENERAL CRUDE OIL COMPANY	Delaware

SECOND: That an agreement of merger between the constituent corporations to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of subsection (c) of section 251 of the General Corporation Law of the State of Delaware.

THIRD: That the surviving corporation of the merger shall be MOBIL-GC CORPORATION.

FOURTH: That the executed agreement of merger is on file at the principal place of business of the surviving corporation. The address of the principal place of business of the surviving corporation is 150 East 42nd Street, New York, New York 10017.

FIFTH: That a copy of the agreement of merger will be furnished by the surviving corporation on request and without cost to any stockholder of any constituent corporation.

SIXTH: The Certificate of Incorporation of MOBIL-GC CORPORATION shall be the Certificate of Incorporation of the surviving corporation.

MOBIL-GC CORPORATION

Dated: July 6, 1979

By J. C. LUTTRELL
Vice President

SEAL:

ATTEST:

By ELEANOR DICKSON
Secretary

State of DELAWARE

Office of SECRETARY OF STATE

I, Glenn C. Kenton *Secretary of State of the State of Delaware, do hereby certify that the above and foregoing is a true and correct copy of* Certificate of Merger of the "GENERAL CRUDE OIL COMPANY", merging with and into "MOBIL-GC CORPORATION", under the name of "MOBIL-GC CORPORATION", as received and filed in this office the sixth day of July, A.D. 1979, at 8:30 o'clock A.M.

In Testimony Whereof, *I have hereunto set my hand and official seal at Dover this* sixth *day of* July *in the year of our Lord one thousand nine hundred and* seventy-nine.

Glenn C. Kenton

Glenn C. Kenton, Secretary of State

FORM 121

FILED & RECORDED Gary B. Huff EX-OFFICIO RECORDER

266

418202

RECEIVED AND FILED
1979 SEP -7 AM 8:50
CLERK OF COURT
JEFFERSON DAVIS PARISH

SUCCESSION	/	NO. 9823 'PROBATE DOCKET'
OF	/	15TH JUDICIAL DISTRICT COURT
MARK A. BOUDREAUX	/	ACADIA PARISH, LOUISIANA

J U D G M E N T

This is an application by the surviving widow who is designated as Testamentary Executrix of the decedent's last will and testament, joined by the children and sole and only forced heirs of the decedent, praying that an administration of the decedent's estate in the State of Louisiana be dispensed with, that they be recognized as surviving widow and sole and only heirs and as sole legatees under the last will and testament of the decedent, and, as such, that they be placed in possession of all property belonging to the estate of the decedent situated in the State of Louisiana, in accordance with the provisions of the decedent's will, and it appearing that an administration of this estate in the State of Louisiana is not necessary, that a Louisiana Inheritance Tax Return has been filed and the inheritance taxes due the State of Louisiana have been paid, and the law and the evidence being in favor thereof, it is therefore,

ORDERED, ADJUDGED AND DECREED that BERNICE FOREMAN BOUDREAUX, be and she is hereby recognized as surviving widow in community with the decedent, Mark A. Boudreaux, and, as such, she is recognized as the owner in her own right and is hereby placed in possession of an undivided one-half of all property which belonged to the community formerly existing between her and the decedent situated in the State of Louisiana, and particularly, but not limited to, the following described community property, to-wit:

All of Lot No. 1 of Section 42, Township 10 South, Range 2 West, La. Mer., bounded north by Bayou Plaquemine; East by H. L. Miers, South by H. L. Miers and West by Leon P. Lapleau, containing 150 acres, more or less; together with the improve-

J. W. LANDRY, JR.
LAWYER
CROWLEY, LA. 70526

418202

ments thereon situated. Being part of the same property acquired by Rosa Castex Boudreaux by act of partition among the heirs of Jean Castex, Sr., and Alice Landry Castex, dated April 19, 1922, by act bearing No. 59857, records of Acadia Parish, Louisiana.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that BERNICE FOREMAN BOUDREAUX, be and she is hereby recognized as legatee under the decedent's last will and testament, and; as such, and as surviving widow in community, she is recognized as usufructuary of the decedent's one-half interest in and to the community property hereinabove described, together with the usufruct of all property belonging to the separate estate of the decedent, and particularly, but not limited to, the following described property which belonged to the decedent's separate estate, to-wit:

1. (a) An undivided one-fourth (1/4) interest in and to:

A certain tract or parcel of land containing Forty (40) acres, more or less, situated in Irregular Section 25, Township 10 South, Range 2 West, more fully described and bounded now or formerly as follows, to-wit: Bounded on the Northeast by lands of A. C. Boudreaux Estate; Southwest by lands of Ray Richard, formerly Martin Richard and/or West line of said Section 25, Northwest by lands of F. Gotreaux, and Southeast by lands of Charles T. Duhon Estate.

(b) An undivided one-fourth (1/4) interest in and to:

That certain tract of land containing 84 acres, more or less, situated in Acadia Parish, Louisiana, and located in Section 25, Township 10 South, Range 2 West, La. Mer., Acadia Parish, Louisiana, and bounded Northeast by the Latrielle Estate, Inc., Southeast by Rosa Belle Duhon, Southwest by Mrs. Rosa Boudreaux, Gus Godeaux and Frank R. Burris, et als, and Northwest by the Mermentau River, together with all the improvements thereon situated. Said property having been acquired by Adolph C. Boudreaux from Albert Green by deed bearing file No. 34274 and recorded in Conveyance Book S-2, at page 274, records of Acadia Parish, Louisiana.

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LAWYER
CROWLEY, LA. 70526

2. An undivided one-fourth (1/4) interest in and to:

A certain tract or parcel of land containing 7.5 acres, more or less, situated in Irregular Section 24, Township 10 South, Range 2 West, in Acadia Parish, Louisiana, and more fully described as bounded now or formerly as follows, to-wit: Bounded on the Northeast by East line of said Section 24, Southwest by lands of The Texas Company; Southeast by lands of Ray Richard, formerly Martin Richard and Northwest by lands of The Texas Company.

3. An undivided one-fourth (1/4) interest in and to:

That certain tract of land containing 20 acres, more or less, situated in the Southeast Quarter of Section 72, Township 10 South, Range 2 West, La. Mer., Acadia Parish, Louisiana, bounded now or formerly as follows: North by Arthur Crawford and the Estate of Thomas V. Crawford; East by Alphee Simon; South by Mrs. Arthur Crawford and the Estate of Thomas V. Crawford.

4. An undivided one-fourth (1/4) interest in and to:

That certain tract of land containing 18.75 acres, more or less, situated in Section 1, Township 11 South, Range 2 West, La. Mer., Acadia Parish, Louisiana, bounded now or formerly as follows: North by F. P. Breaux and Arthur Crawford and Estate of Thomas V. Crawford; East by Clemile Trahan and West by the Estate of J. S. Mauboules.

5. An undivided one-sixth (1/6) interest in and to:

Lot 6 of Block 11; Lot 9 of Block 34; Lots 4, 5, 6 and 7 of Block 35; and Lot 1 of Block 40, all in the Village of Mermentau, Acadia Parish, Louisiana.

6. An undivided one-fourth (1/4) interest in and to:

That certain tract of land containing 54 acres, more or less, situated in Acadia Parish, Louisiana, and located in the Northwest Quarter of Section 5, Township 11 South, Range 2 West, La. Mer., bounded

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LAWYER
CROWLEY, LA. 70526

North by Oneal Legros Estate, East by Alphee LeBlanc Estate; South by Jules S. Mauboules Estate, and West by Jerry S. Ashley, Joseph Jeanise and Lula H. Jeanise, together with the improvements thereon situated. Said property having been acquired by Adolph C. Boudreaux from the Succession of Aurelien LeBlanc by deed bearing file No. 97203, recorded in Conveyance Book Q-4, at page 159, records of Acadia Parish, Louisiana.

7. An undivided one-fourth (1/4) interest in and to:

That certain tract of land containing Five (5) acres, more or less, situated in Acadia Parish, Louisiana, and located in Section 7, Township 11 South, Range 2 West, La. Mer., and bounded North by Romain and Oday LeBlanc and August Benoit, and P. C. Smith Estate and Mrs. Prevost LeBlanc; East by Pierre Trahan; South by Texas Company and West by Romain and Oday LeBlanc and August Benoit and P. C. Smith Estate. Said property having been acquired by Adolph C. Boudreaux from the Succession of Aurelien LeBlanc by deed bearing file No. 97203, recorded in Conveyance Book Q-4, page 159, records of Acadia Parish, Louisiana.

8. An undivided one-twelfth (1/12) interest in and to:

That certain tract of land containing 20 acres, more or less, situated in Section 61, Township 10 South, Range 2 West, in Acadia Parish, Louisiana, bounded North, East, South and West by Lovic C. Desormeaux.

9. An undivided one-fourth (1/4) interest in and to:

Lots 10 and 11 of Block 6 of Richard Subdivision of Lot 3 of Section 14, Township 10 South, Range 2 West, La. Mer., situated in Jefferson Davis Parish, Louisiana, together with the improvements thereon situated. Said property having been acquired by Adolph C. Boudreaux from John Campbell by deed bearing file No. 78142, recorded in Conveyance Book No. 48, at page 522, records of Jefferson Davis Parish, Louisiana.

10. An undivided one-eighth (1/8) interest in and to the following:

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LAWYER
CROWLEY, LA. 70526

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That tract of property in Jefferson Davis Parish, Louisiana, with all improvements thereon located and situated; together with all of the oil, gas and minerals underlying, or which may be produced therefrom, together with that oil, gas and other mineral royalty right equal to 3/32 or .093750 of the whole of all oil, gas and other minerals which may be produced from the whole of said tract which contains 1,125.35 acres, more or less, the whole of said tract of land is described as follows, to-wit:

(a) Section 39, in Township 10 South, Range 3 West, La. Mer., except that portion lying in triangular form West of the East boundary line of Section 14 if extended through said Section 39; (b) Lot 2 of Fractional Section 13 in Township 10 South, of Range 3 West, La. Mer., (c) Section 17 in Township 10 South, of Range 2 West, La. Mer., except the 328 acres, more or less, of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey made by E. J. Mead, C.E., dated in (1921); including the two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. S. Alston & Co., and (d) Section 18 in Township 10 South, of Range 2 West, La. Mer., lying between the Southeast corner of the foredescribed Section 39 on the West and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolph C. Boudreaux acquired the said property from Jean Castex, Jr., and which act is recorded in Jefferson Davis Parish, Louisiana, LESS AND EXCEPT AND NOT INCLUDED in the foredescribed tract is the surface only of those 10 acre parcels of property described as follows and designated as "First" and "Second", to-wit:

First. That ten acre parcel of land situated in Section 18, Township 10 South, Range 2 West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolph C. Boudreaux to Pelican Oil Purchasers, Inc., by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit:

J. W. LANDRY, JR.
LAWYER
CROWLEY, LA. 70526

J. W. LANDRY, JR.
LAWYER
CROWLEY, LA. 70526

Starting at the Northwest corner of Section 18, Township 10 South, Range 2 West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River on the line between Township 10 South, Range 2 and 3 West, thence South 51 degrees 13 minutes East, 276.5 feet; thence South 53 degrees 00 minutes East, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira Ten (10) acre tract for a point of beginning; thence following the right bank of the Mermentau River South 65 degrees 30 minutes East, 450 feet; thence South 84 degrees 00 minutes East, 250 feet; thence leaving the River and running South 37 degrees 00 minutes West, 693.5 feet; thence North 72 degrees 06 minutes West, 691.5 feet to lower side line of the Robira ten acre tract; thence following the said line North 37 degrees 00 minutes East, 693.5 feet to place of beginning and containing ten acres; as per plat by F. Shutts Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by ten acre tract owned by John J. Robira, his widow, hiers and assigns, on the West by other land of Albert Sidney Johnson and Adolph C. Boudreaux.

Second. That certain parcel of land comprising ten acres, more or less, situated in Section 18, Township 10 South, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed to Albert Sidney Johnson and Adolph C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, page 101, of the records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the corner between Section 18, Township 10 South, Range 3 West, said corner being on the right descending bank of the Mermentau River; thence South 37 degrees West, 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 53 degrees East, 272.4 feet to the line between Section 18, Township 10 South, Range2 West, and Section 39, Township 10 South, Range 3 West, 921 feet South of the corner between the two said Sections; thence South 53 degrees East, 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37 degrees East, 726 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe on the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe;

thence South 37 degrees West, 358 feet to the point of beginning and containing Ten acres.

11. An undivided one-fourth (1/4) interest in and to:

Lot 621 in the Subdivision of the North half of Southeast Quarter of Southwest Quarter of Section 30, Township 9 South, Range 10 West, La. Mer., acquired by Adolph C. Boudreaux from Mutual Sulphur Oil Co. by deed bearing file No. 32606, recorded in Conveyance Book 151, page 437, records of Calcasieu Parish, Louisiana, situated in Calcasieu Parish, Louisiana.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the usufruct herein bequeathed to Bernice Foreman Boudreaux shall include the right to grant oil, gas and mineral leases affecting the property subject to the usufruct and to receive and to retain as her own without the necessity of accounting therefor, all bonuses, rentals, royalties or other consideration paid in connection with any such lease or leases or in connection with any existing lease or leases affecting any of the property subject to the usufruct.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that MARK W. BOUDREAUX and WAYNE F. BOUDREAUX, be and they are hereby recognized as the only children and sole and only heirs of the decedent, and as legatees under the decedent's last will and testament, and, as such, and in accordance with the provisions of the decedent's last will and testament, they are recognized as the owners and are hereby placed in possession, in equal proportions, of all property belonging to the estate of the decedent situated in the State of Louisiana, and particularly, but not limited to, the decedent's one-half interest in and to the community property and the property belonging to the separate estate of the decedent hereinabove described, subject, however, to the usufruct of their mother, Bernice Foreman Boudreaux.

J. W. LANDRY, JR.
LAWYER
CROWLEY, LA. 70526

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all banks, persons, firms or corporations having in their possession or under their control, any funds, rights, credits or other things of value owned by the decedent or in which he had any interest situated in the State of Louisiana, or any funds attributable to the decedent's interest in the properties hereinabove described, be and they are hereby authorized and directed to deliver same to Bernice Foreman Boudreaux as surviving widow in community and usufructuary, and this will be their authority for so doing.

JUDGMENT RENDERED, READ AND SIGNED at Crowley, Acadia Parish, Louisiana, on this 6th day of September, 1979.

S/ Hugh E. Brunson
JUDGE

J. W. LANDRY, JR.
LAWYER
CROWLEY, LA. 70526

FILED 9.6 1979
S/ Jos. V. Hanley, Jr.
DY. CLERK OF COURT
ACADIA PARISH, LA.

A TRUE COPY OF THE ORIGINAL
DY. CLERK OF COURT
ACADIA PARISH, LA.

FILED & RECORDED, CLERK & EX-OFFICIO RECORDER

418268 433

UNITED STATES OF AMERICA

State of Louisiana

DUPLICATE

Paul J. Hardy

SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that

an Agreement of Merger whereby GENERAL CRUDE OIL COMPANY, domiciled at Wilmington, Delaware is merged into

MOBIL-GC CORPORATION,

A Delaware corporation domiciled at Wilmington,

Certified as a true and correct copy on July 6, 1979, by the Secretary of State of Delaware,

Was filed and recorded in this Office on July 20, 1979, in the Record of Charters Book 327.

By virtue of this Agreement, I further certify that GENERAL CRUDE OIL COMPANY, domiciled at Wilmington, Delaware, is no longer qualified to transact business in this State.

418268

RECEIVED AND FILED
1979 SEP 12 AM 8 38
CLERK OF COURT
JEFFERSON DAVIS PARISH

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

July 20, 1979.

Paul J. Hardy
Secretary of State

CERTIFICATE 80 108

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UNITED STATES OF AMERICA

State of Louisiana

Paul J. Hardy

SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that

the annexed and following is a True and Correct copy of Agreement of Merger whereby GENERAL CRUDE OIL COMPANY domiciled at Wilmington, Delaware was merged into

MOBIL-GC CORPORATION,

A Delaware corporation domiciled at Wilmington,

As shown by comparison with document filed and recorded in this Office on July 20, 1979.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

September 4, 1979.

Secretary of State

CERTIFICATE DO 102

FRANKLIN PRINTING CO. INC., N. O.

CERTIFICATE OF MERGER
OF
GENERAL CRUDE OIL COMPANY
INTO
MOBIL-GC CORPORATION

The undersigned corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

Name	State of Incorporation
MOBIL-GC CORPORATION	Delaware
GENERAL CRUDE OIL COMPANY	Delaware

SECOND: That an agreement of merger between the constituent corporations to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of subsection (c) of section 251 of the General Corporation Law of the State of Delaware.

THIRD: That the surviving corporation of the merger shall be MOBIL-GC CORPORATION.

FOURTH: That the executed agreement of merger is on file at the principal place of business of the surviving corporation. The address of the principal place of business of the surviving corporation is 150 East 42nd Street, New York, New York 10017.

FIFTH: That a copy of the agreement of merger will be furnished by the surviving corporation on request and without cost to any stockholder of any constituent corporation.

SIXTH: The Certificate of Incorporation of MOBIL-GC CORPORATION shall be the Certificate of Incorporation of the surviving corporation.

MOBIL-GC CORPORATION

Dated: July 6, 1979

By J. G. LUTTRELL
Vice President

SEAL:

ATTEST:

By ELEANOR DICKSON
Secretary

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State of DELAWARE

Office of SECRETARY OF STATE

I, Glenn C. Kenton Secretary of State of the State of Delaware, do hereby certify that the above and foregoing is a true and correct copy of Certificate of Merger of the "GENERAL CRUDE OIL COMPANY", merging with and into "MOBIL-GC CORPORATION", under the name of "MOBIL-GC CORPORATION", as received and filed in this office the sixth day of July, A.D. 1979, at 8:30 o'clock A.M.

In Testimony Whereof, I have hereunto set my hand and official seal at Dover this sixth day of July in the year of our Lord one thousand nine hundred and seventy-nine.

Glenn C. Kenton

Glenn C. Kenton, Secretary of State

FORM 121

2

Gay B. Huff

FILED & RECORDED: CLERK & EX OFFICIO RECORDER

Exhibit D

550

419111

RECEIVED AND FILED
1993 OCT 29 PM 3:55
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

DONATION INTER VIVOS

BE IT KNOWN, that on this date before me, the undersigned Notary Public, duly commissioned and qualified in and for Jefferson Davis Parish, Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

REUBEN RAYMOND BRUCE and MARIE O'NELIA SIMONEAUX BRUCE, husband and wife, respectively, both of full age of majority and residents of Jefferson Davis Parish, Louisiana,

who declared that in consideration of the love and affection which Appearers bear for their only children, namely,

RAYNELL MARIE BRUCE KIBODEAUX, divorced from Joseph Richard Kibodeaux, not remarried, of full age of majority, a resident of Harris County, Texas, whose mailing address is 7575 Katy Road, Houston, Texas, 77450;

PATRICIA GAY BRUCE HUFF, judicially separated from her husband, Robert Huff, of full age of majority, a resident of Jefferson Davis Parish, Louisiana, whose mailing address is 214 Morton Street, Jennings, LA. 70546;

and,

NELIA KAREN BRUCE GOLDMAN, wife of James O. Goldman, of full age of majority, a resident of Ouachita Parish, Louisiana, whose mailing address is 2410 Pinehurst, Monroe, LA. 71201,

and for the purpose of improving their financial situation, do by this formal act of donation, irrevocably give and donate inter vivos and deliver unto them, in the proportions of an undivided 1/3rd interest to each, the following described property located in Jefferson Davis Parish, Louisiana, to-wit:

An undivided 12/100 interest in the following described property, to-wit:

(a) Section 39 in Township 10 South of Range 3 West, La. Mer., except that portion lying in triangular form West of the East boundary line of Section 14, if extended through said Section 39; (b) Lot 2 of Fractional Section 13 in Township 10 South of Range 3 West, La. Mer.; (c) Section 17 in Township 10 South of Range 2 West, La. Mer., (except the 328 acres more or less of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A.S. Alston &Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a Plat of Survey made by E. J. Mead, C.E., dated in 1921); including two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which

LAW OFFICES OF
WILLIAM N. KNIGHT
P.O. BOX 1369
JENNINGS, LA. 70546

419111

two tracts were not included in the aforesaid sale to A.S. Alston & Co., and (d) Section 18 in Township 10 South of Range 2 West, La. Mer., lying between the Southeast corner of the aforedescribed Section 39 on the West, and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolphe C. Boudreaux acquired the said property from Jean Castex, Jr., and which Act is recorded in Jefferson Davis Parish, La., containing 1145.35 acres more or less, LESS AND EXCEPT:

(1) All mineral rights;

(2) That ten acre parcel of land situated in Section 18, Township 10 South, Range 2 West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section 18, Township 10 South, Range 2 West, at a 1½ inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township 10 South, Range 2 and 3 West; thence South 51°13' East 276.5 feet; thence South 53°00' East 600 feet to a 1½ inch galvanized pipe, the lower front corner of the Robira 10 acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65°30' East 450 feet; thence South 84°00' East 250 feet; thence leaving the River and running South 37°00' West 693.3 feet; thence North 72°06' West 691.5 feet to lower side line of the Robira 10 acres; thence following said line North 37°00' East 693.5 feet to place of beginning and containing 10 acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

(3) That certain parcel of land comprising 10 acres, more or less, situated in Section 18, Township 10 South, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the corner between Section 18, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a 1½ inch galvanized pipe; thence South 53° East 272.4 feet to the line between Section 18, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West 921 feet South of the corner between the two said sections; thence South 53° East 327.6 feet to a 1½ inch galvanized iron pipe; thence North 37° East 726 feet to a 1½ inch galvanized pipe on the right descending bank of the Mermentau River; thence North 53° West up the right descending bank of the Mermentau River 600 feet to a 1½ inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing 10 acres.

Donors herein make this donation to Donees as their separate property, for their separate use, administration, benefit, and control and no part of said property shall fall into the community of acquets and gains existing between Donees and their respective spouses.

AND NOW, PATRICIA GAY BRUCE HUFF, does hereby personally appear in the presence of the undersigned witnesses and me, Notary, and accepts the said Donation made to her aforesaid, for herself and her heirs, successors and assigns.

TO HAVE AND TO HOLD the above described property unto the said Donees, respectively, and their respective heirs and assigns, forever.

Said parties estimate the value of the property donated to each Donee to be of a value of $27,006.00.

THUS DONE AND PASSED at Jennings, Louisiana, on this 22 day of October, 1979, in the presence of the undersigned competent witnesses and me, Notary Public.

WITNESSES:

Sheila Dickard

Geraldine VanHook

Reuben Raymond Bruce,
Reuben Raymond Bruce, Donor

Marie Ornelia Simoneaux Bruce,
Marie O'Nelia Simoneaux Bruce, Donor

Patricia Gay Bruce Huff,
Patricia Gay Bruce Huff, Donee

NOTARY PUBLIC

William Noel Knight
Attorney - Notary Public
Commission for Life

STATE OF LOUISIANA

PARISH OF OUACHITA

ACCEPTANCE OF DONATION INTER VIVOS

BE IT KNOWN, that on this date before me, the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned competant witnesses, personally came and appeared:

NELIA KAREN BRUCE GOLDMAN, wife of James O. Goldman, of full age of majority, a resident of Ouachita Parish, Louisiana,

who declared that she has taken cognizance of the Act of Donation by REUBEN RAYMOND BRUCE and MARIE O'NELIA SIMONEAUX BRUCE, passed before William N. Knight, Notary Public, dated October 22, 1979, of certain property located in Jefferson Davis Parish, Louisiana, fully described in said Act and she accepts said Donation with gratitude.

THUS DONE AND PASSED at Monroe, Louisiana, on this 24th day of October, 1979, in the presence of the undersigned competent witnesses, and me, Notary Public.

WITNESSES:

Nelia Karen Bruce Goldman, Donee

NOTARY PUBLIC

554

STATE OF TEXAS

COUNTY OF HARRIS : ACCEPTANCE OF DONATION INTER VIVOS

BE IT KNOWN, that on this date before me, the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

RAYNELL MARIE BRUCE KIBODEAUX, divorced from Joseph Richard Kibodeaux, not remarried, of full age of majority, a resident of Harris County, Texas,

who declared that she has taken cognizance of the Act of Donation by REUBEN RAYMOND BRUCE and MARIE O'NELIA SIMONEAUX BRUCE, passed before William N. Knight, Notary Public, dated October 22, 1979, of certain property located in Jefferson Davis Parish, Louisiana, fully described in said Act and she accepts said Donation with gratitude.

THUS DONE AND PASSED at Houston, Texas, on this 27 day of October, 1979, in the presence of the undersigned competent witnesses and me, Notary Public.

WITNESSES:

Judi Bates

Raynell Marie Bruce Kibodeaux

Raynell Marie Bruce Kibodeaux, Donee

Pamela K. Bomer
NOTARY PUBLIC

PAMELA K. BOMER
Notary Public in Harris County, Texas
My Commission Expires June 8, 1981
Bonded by Alexander Lovett, Lawyers Surety Corp.

FILED & RECORDED ... EX-OFFICIO RECORDER

Exhibit D
Castex Development - Title and Lease History - 000664

223

423331

SUCCESSION OF : 31ST JUDICIAL DISTRICT COURT

NO. P-64-80 : PARISH OF JEFFERSON DAVIS

GRACE ALICE JOHNSON MILLER : STATE OF LOUISIANA

RECEIVED AND FILED
1980 JUN 25 PM 2:38
CLERK OF COURT
JEFFERSON DAVIS PARISH

JUDGMENT OF POSSESSION

Considering the petition of ORA MATTIE JOHNSON MIGUEZ, to be recognized as universal legatee of the decedent, the Court considering the last will and testament and documents filed in these proceedings, it appears that the inheritance tax due the State of Louisiana, has been paid and the law and evidence being in favor of petitioner for the reasons this day orally assigned,

IT IS ORDERED, ADJUDGED AND DECREED that the administration of the decedent's estate to be dispensed with and that ORA MATTIE JOHNSON MIGUEZ as universal legatee of the decedent be and she is hereby sent and put into possession of the decedent's entire estate, there being no particular legacies due therein and in particular of the following described property, to-wit:

IMMOVABLE PROPERTY
JEFFERSON DAVIS PARISH, LOUISIANA

423331

1. An undivided .0067709 royalty interest in 92.84 acres, more or less, being Tract 4 of the Unit Agreement covering the Mermentau 10,200' Sand Unit, and said unit being defined in La. Dept. of Conservation Order No. 101-C-1, and which said royalty interest was being paid to decedent by Delta Drilling Co. and Newmont Oil Co.

   An undivided .000495 royalty interest in the Het 1 Sand Unit "A" created and more particularly described in La. Dept. of Conservation Order No. 26-E, dated 11-18-62 covering lands in Jefferson Davis Parish, La. and which royalty interest was being paid to decedent by Delta Drilling Co.

   An undivided .00047 royalty interest in the 9100' Sand Unit "A" created and more particularly described in La. Dept. of Conservation Order No. 101-B effective on and after 4-1-62, recorded in Conveyance Book 256 page 101 records of Jefferson Davis Parish, Louisiana, and which royalty interest was being paid to decedent by Delta Drilling Co.

An undivided .0067709 royalty interest in the 10,200' Sand Unit West Mermentau Field, Jefferson Davis Parish Louisiana established by Conservation Order No. 101-C-1 dated 12-16-71, Tract 3 & 7.

2. An undivided .0001711 royalty interest in and to: L-272501 (330254) 8600' RA SU C 528.79 acres out of Sec. 13, 14, 15, 39 T10S R3W, Jefferson Davis Parish, Louisiana.

   An undivided .0000031 royalty interest in and to: L-718209 (331469) HET 1 SU A 196.41 acres out of Sec. 12-10-2 and T10S R3W, Sections 12, 39, 40, Jefferson Davis Parish, Louisiana.

   An undivided .0046870 royalty interest in and to: L-721620 (331457) Johnson-Boudreaux 196.08 acres in Sec. 17-10-2 and 39-10-3.

   An undivided .0000028 royalty interest in and to: L-272489 (330928) 7750' RA SU 1460.19 acres out of Section 10, 11, 12, 13, 14, 15, 16 39-10-3.

   An undivided .0019642 royalty interest in and to: L-718188 (331458) WMER 10,200 RA SU 464.64 acres out of T10S R2W, Sections 12 and 17 T10S R3W, Section 39.

3. An undivided 1/20 interest in and to the following described property located in Jefferson Davis Parish, Louisiana, to-wit:

   Section Thirty-nine (39) in Township Ten (10) South of Range Three (3) West, Louisiana Meridian, except that portion lying in triangular form West of the East Boundary line of Section Fourteen (14) if extended through said Section 39; (b) Lot Two (2) of Fractional Section Thirteen (13) in Township Ten (10) South of Range Three (3) West, Louisiana Meridian; (c) Section Seventeen (17) in Township Ten (10) South, Range Two (2) West, Louisiana Meridian, (except the 328 acres more or less of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a Plat of Survey made by E. J. Mead, C. E., dated in 1921); including two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. S. Alston & Co., and (d) Section Eighteen (18) in Township Ten (10) South of Range Two (2) West, Louisiana Meridian, lying between the Southeast Corner of the aforedescribed Section Thirty-nine (39) on the West, and the Mermentau River on the East,

all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolphe C. Boudreaux acquired the said property from Jean Castex, Jr., and which Act is recorded in Jefferson Davis Parish, Louisiana; LESS AND EXCEPT AND NOT INCLUDED in the aforedescribed tract are those two ten acre parcels of property described as follows and designated as "First Exception" and Second Exception", to-wit:

First Exception: That ten acre parcel of land situated in Section Eighteen (18) Township Ten (10) South of Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10), South, Range Two (2) and Three (3) West; thence South 51°13' East 276.5 feet, thence South 53°00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10 - acre tract for a point of beginning; thence following the right bank of the Mermentau River South 65°30' East 450 feet; thence South 84°00' East 250 feet; thence, leaving the River and running South 37°00' West 693.5 feet; thence, North 72°06' West 691.5 feet to lower side line of the Robira 10 - acres; thence, following said line North 37°00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acres tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

Second Exception: That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10), South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit:

> Beginning at a point 459 feet South of the corner between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence, South 37° West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 53°, East 272.4 feet to the line between Section

Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West 921 feet South of the corner between the two said Sections; thence, South 53° East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37° East 726 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipr on the right descending bank of the Mermentau River; thence North 53° West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1'1/4") inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing ten (10) acres.

Total of 1,125.35 acres.

MOVABLE PROPERTY
JEFFERSON DAVIS PARISH, LOUISIANA

1. Checking account in the Jeff Davis Bank & Trust Company, Jennings, Louisiana, in the name of Mrs. Grace J. Miller. Account # 3[illegible]-2-139.

2. Savings Certificate in Jennings Federal Savings & Loan Association in the name of Grace J. Miller. Account #08-13221-3.

3. Savings Certificate in Jennings Federal Savings & Loan Association in the name of Grace J. Miller. Account #08-116504.

4. 1979 Dodge Aspen Automobile, Serial #NL41D9F260780.

5. An undivided 5% interest in the Johnson-Boudreaux Farm Account in the Jeff Davis Bank & Trust Company.

6. An undivided 5% interest in soybeans on hand by the Johnson-Boudreaux Farm.

7. Miscellaneous household furniture and fixtures.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Jeff Davis Bank & Trust Company, Jennings, Louisiana, be discharged, acquitted and granted a quietus from any obligations they have to the heirs of the decedent GRACE ALICE JOHNSON MILLER as a result of safety deposit box No. 123 located in said bank and it is further ordered to deliver the contents of said lock box No. 123 to Ora Mattie Johnson Miguez.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all banks, trust companies, building and loan associations, corporations or other depositories or persons whosoever having on deposit or in their possession or under their control, any money, credits, stocks, bonds, or any other thing or rights of value, left by the late Grace Alice Johnson Miller, deceased, are hereby ordered and directed to deliver and transfer the same unto ORA MATTIE JOHNSON MIGUEZ and in the case of corporate stock to transfer said stock to the said ORA MATTIE JOHNSON MIGUEZ.

JUDGMENT READ, RENDERED AND SIGNED in Chambers at Jennings, Louisiana, this 25 day of June, 1980.

DISTRICT JUDGE

FILED THIS 25 day of June 1980

Deputy Clerk of Court

Filed & Recorded: Clerk & Ex-Officio Recorder

319

RECEIVED AND FILED
1990 OCT -7 AM 10 17
CLERK OF COURT
JEFFERSON DAVIS PARISH

425210

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

: SURFACE LEASE

THIS LEASE is made and entered into by and between:

MARK W. BOUDREAUX, husband of Jenell Guidry, 2601 Petworth Court, Cincinnatti, Ohio 45236; WAYNE BOUDREAUX, husband of Vera Breaux, 1165 Ivanhoe Drive, N. Muskegan, Michigan 49445; CASTEX M. BOUDREAUX, husband of Lydia McBride, 1313 Tenth Street, Lake Charles, Louisiana, 70601; REUBEN RAYMOND BRUCE, husband of Marie Simoneaux, 439 E. Academy Avenue, Jennings, Louisiana 70546; RAYNELL MARIE BRUCE KIBODEAUX, divorced from Joseph Richard Kibodeaux, No. 10 Sun Meadow Drive, Friendswood, Texas 77566; PATRICIA GAY BRUCE HUFF, judicially separated from her husband, Robert Huff, 214 Morton Street, Jennings, Louisiana 70546; NELLIA KAREN BRUCE GOLDMAN, wife of James O. Goldman, 2410 Pinehurst, Monroe, Louisiana 71201; WORRELL B. JOHNSON, husband of Dora Cary, P.O.Box 388, Welsh, Louisiana 70591; MRS. ORA JOHNSON MIGUEZ, wife of Adam Miguez, 114 Davies Street, Jennings, Louisiana 70546; O.W. JOHNSON, JR., divorced from Carolyn Leonard, P.O. Box 747, Welsh, Louisiana, 70591; RICHARD W. JOHNSON, husband of Nancy Watkins Johnson, P.O. Box 190, Welsh, Louisiana 70591; ALBERT SIDNEY JOHNSON, III, husband of Agnes Saulnier, 7805 E. Windfont, Parker, Colorado 80134; SANDRA LYNN TRAHAN, divorced from Markham Trahan, 124 Theo Road, Lafayette, Louisiana 70508; MILTON F. BOURDIER, husband of Margaret Badgley, P.O. Box 601, Westlake, Louisiana 70669; ALFRED C. BOURDIER, husband of Gayle Hoffpauir, Route 11, Box 932, Lake Charles, Louisiana 70601; LYNN H. BOURDIER, husband of Eva Cutright, 416 Julius Street, Lake Charles, Louisiana, 70601; BERNADINE BOURDIER ZIBILICH, widow of William Zibilich, 125 Valentine Drive, Avondale, Louisiana 70094; ROSE MARIE BOURDIER PETITJEAN, wife of Lee J. Petitjean, 1451 Chateau Circle N, Lake Charles, Louisiana 70605; DAVID L. BOURDIER, husband of Janet Robicheaux, P.O. Box 762, Patterson, Louisiana 70392; and YVETTE MARIE BOUDREAUX LeFLEUR, wife of Elmer L. LeFleur, P.O. Box 1893, Marshall, Texas 75670, hereinafter referred to as "Lessors"

425210

and

AMOCO OIL COMPANY, a Maryland corporation, hereinafter referred to as "Lessee", 6 Executive Park Drive, Atlanta, Georgia 30329

WITNESSETH:

1.

Lessors, for the consideration hereinafter expressed, and on the terms and conditions hereinafter set forth do hereby lease, let and demise unto Lessee, its successors and assigns, the following described property, situated in the Parish of Jefferson Davis, Louisiana, to-wit:

> A certain tract of land on the West side of the Mermentau River in Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana, extending approximately 300 feet along the river by a depth of 586 feet more or less, and more particularly described as follows:
>
> Starting at a point 5771.6 feet East and 3253.8 feet South of the Northwest corner of Section 13, Township 10 South, Range 3 West; thence northeast along the mean low water line on the west bank of the Mermentau River a distance of 150 feet to a point; thence N. 62° 48' W a distance of 586 feet more or less to a point; thence S 27° 12' W a distance of 300 feet to a point; thence S 62° 48' E a distance of 586 feet more or less to a point; thence northeast along the mean low water line on the west bank of the Mermentau River a distance of 150 feet to the point of beginning.

II.

The property herein leased is to be used by Lessee as a site for a loading rack or terminal for the loading or unloading of oil, gasoline, condensates and other petroleum products to an from barges or boats in the Mermentau River, and for the construction, installation and maintenance of storage tanks, fire walls, pipes, pipe lines, buildings, machinery and any other property or equipment necessary or incidental for the said loading rack or terminal, including by way of illustration and not by way of limitation, the right to erect a residence or residences for Lessee's employees if desired, the right to drill a water well or water wells on the leased premises. This is a surface lease only and does not grant to Lessee the right to explore for oil, gas or other minerals - these rights being reserved unto Lessor, provided, however, that Lessor may not use the leased premises for the purpose of conducting operations in search of oil, gas or other minerals.

III.

The term of this lease shall be for a period of three (3) months, commencing July 29, 1980 and terminating October 28, 1980. Lessee agrees to pay Lessor as rental for said demised premises the sum of Twenty Thousand Dollars ($20,000) for the three-month period aforesaid, however, if Lessee exercises its option to renew as hereinafter provided, said Twenty Thousand Dollars ($20,000) rent shall apply to one full year tenancy under this lease expiring July 28, 1981.

IV.

Lessee shall have the option of extending this lease for a total of not more than One (1) Nine (9) year and Nine (9) months period and Two (2) Five (5) year periods, upon the same terms and conditions which were in effect during the original term. The rental to be paid during the Nine (9) year Nine (9) months period shall be the sum of Twenty Thousand Dollars ($20,000) per year, payable yearly in advance. The rental during the Two (2) Five (5) year renewal periods shall be negotiated in good faith between the parties hereto, such negotiations to commence six months prior to the expiration of the then current term.

Lessee's failure to pay punctually any rental installment when due shall give the right to Lessors to terminate said lease or the right to declare all the remaining installments due and exigible.

In order to exercise any of said extension options, Lessee shall give to Lessor a written notice at least thirty (30) days prior to the expiration of the then current period, and the sending of such notice shall constitute the renewal and extension of this lease in accordance with the terms of such renewal option so exercised, without the necessity of the execution of a separate renewal lease.

V.

At the conclusion of said lease, Lessee shall within 60 days remove any and all of its property, fixtures, equipment and installations placed by it on said land during the term of this lease or any prior leases to which Lessee succeeded and to restore the premises to the original state as when received, as near as reasonably practicable. Should Lessee not remove the property within 60 days then Lessee shall pay Lessors a pro rata of the rent for each month or a fraction thereof until the property is removed.

VI.

Lessee shall be obligated to obtain all necessary permits from the Government of the United States or any Department thereof, or from the Government of the State of Louisiana, or any Department thereof, should the same be necessary, and Lessors make no warranty to Lessee concerning Lessee's ability or rights to conduct the type of business or operation on the leased premises which it seeks or may seek to do under this lease.

VII.

That at the present time there is a road maintained by Lessee through Lessor's property which affords Lessee ingress and egress to public roads, and Lessee agrees to maintain said private road in a reasonable state of repair, and should Lessee vacate the leased premises, then said road shall be left in its present location in a reasonable state of repair. Lessee shall have the right along the roadway to maintain, repair or remove presently installed telephone or telegraph wire or wires, or electrical wire or wires for the purpose of servicing Lessee's installations. Lessee shall have the right to maintain, repair and remove any pipe lines which it currently has through Lessor's property to Lessee's leased premises hereinabove described, provided, however, no additional pipe lines shall be laid through Lessors' property without Lessors' consent and approval.

VIII.

Lessee shall be fully responsible for all of its operations on the hereinabove described property and agrees to hold Lessors free from any liability which may be caused by Lessee's operations conducted hereunder.

IX.

All provisions hereof shall be binding upon the respective heirs, successors and assigns of Lessors and Lessee.

X.

The effective date of this lease shall be July 29, 1980, notwithstanding the dates which each party hereto has executed this lease.

XI.

That the rentals due hereunder shall be payable to the following named Lessors in the following proportions, to-wit:

MARK W. BOUDREAUX	6.25%
WAYNE BOUDREAUX	6.25%
CASTEX M. BOUDREAUX	12.5%
REUBEN RAYMOND BRUCE	13%
RAYNELL MARIE BRUCE KIBODEAUX	4%
PATRICIA GAY BRUCE HUFF	4%
NELIA KAREN BRUCE GOLDMAN	4%
WORRELL B. JOHNSON	5%
MRS. ORA JOHNSON MIGUEZ	10%
O.W. JOHNSON, JR.	2.5%
RICHARD W. JOHNSON	2.5%
ALBERT SIDNEY JOHNSON, III	2.5%
SANDRA LYNN TRAHAN	2.5%
MILTON F. BOURDIER	2.0833%
ALFRED C. BOURDIER	2.0833%
LYNN H. BOURDIER	2.0833%
BERNADINE BOURDIER ZIBILICH	2.0833%
ROSE MARIE BOURDIER PETITJEAN	2.0833%
DAVID L. BOURDIER	2.0835%
YVETTE MARIE BOUDREAUX LeFLEUR	12.5%

XII.

All notices given under this lease shall be deemed to be properly served if delivered in writing personally, or sent by certified mail to Lessor at the address shown in the first unnumbered paragraph of this lease or to Lessee at its office at P.O. Box 5077, Atlanta, Georgia 30302. Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United States Post Office Department.

XIII.

This agreement may be executed in as many counterparts as may be deemed necessary and when so executed each counterpart shall have the same effect as if all parties had executed the same document.

WITNESS the hands of all parties hereto in the presence of the undersigned witnesses, effective July 29, 1980.

WITNESSES:

Mark W. Boudreaux

Wayne Boudreaux

Castex M. Boudreaux, represented herein by Lydia M. Boudreaux, his agent and attorney-in-fact.

Reuben Raymond Bruce

Raynell Marie Bruce Kibodeaux

Patricia Gay Bruce Huff

Nelia Karen Bruce Goldman

Worrell B. Johnson

Mrs. Ora Johnson Miguez

O. W. Johnson, Jr.

Julian E.C. Daulmin

Mrs. Julian E.C. Daulmin

Richard W. Johnson

Albert Sidney Johnson III

Albert Sidney Johnson, III

Sandra Lynn Trahan

Milton F. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

David L. Bourdier

Yvette Marie Boudreaux LeFleur

LESSORS

AMOCO OIL COMPANY

BY: R H Danielson

R. H. Danielson,
Regional Vice President

Approved as to form

LESSEE

J.C. Underwood

D.C. Mitchell

STATE OF LOUISIANA

:

PARISH OF JEFFERSON DAVIS

On this _____ day of _____, 1980, before me personally appeared:

CASTEX M. BOUDREAUX, represented herein by Lydia M. Boudreaux, his agent and attorney-in-fact, REUBEN RAYMOND BRUCE, PATRICIA GAY BRUCE HUFF, MORRELL B. JOHNSON, MRS. ORA JOHNSON MIGUEZ, O. W. JOHNSON, JR., RICHARD W. JOHNSON, SANDRA LYNN TRAHAN, ALFRED C. BOURDIER, LYNN L. BOURDIER, ROSE MARIE BOURDIER PETITJEAN and DAVID L. BOURDIER

to me known to be persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

_____
NOTARY PUBLIC

STATE OF OHIO

:

COUNTY OF HAMILTON

On this _____ day of _____, 1980, before me personally appeared:

MARK W. BOUDREAUX

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

STATE OF MICHIGAN

:

COUNTY OF MUSKEGAN

On this ____ day of _____, 1980, before me personally appeared:

WAYNE BOUDREAUX

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

STATE OF TEXAS

:

COUNTY OF GALVESTON

On this _____ day of _____, 1980, before me personally appeared:

RAYNELL MARIE BRUCE KIBODEAUX

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

STATE OF LOUISIANA

:

PARISH OF OUACHITA

On this ___ day of _____, 1980, before me personally appeared:

NELIA KAREN BRUCE GOLDMAN

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

STATE OF COLORADO

:

COUNTY OF DOUGLAS

On this 9th day of August, 1980, before me personally appeared:

ALBERT SIDNEY JOHNSON, III

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Virginia S Heaux
NOTARY PUBLIC commor
2-27-82

STATE OF LOUISIANA

:

PARISH OF CALCASIEU

On this _____ day of _____, 1980, before me personally appeared:

MILTON F. BOURDIER

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

STATE OF LOUISIANA

:

PARISH OF JEFFERSON

On this _____day of _____, 1980, before me personally appeared:

BERNADINE BOURDIER ZIBILICH

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

STATE OF TEXAS

COUNTY OF HARRISON

On this _____ day of _____, 1980, before me personally appeared:

YVETTE MARIE BOUDREAUX LeFLEUR

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

328

STATE OF Georgia

COUNTY OF Fulton

On this 8th day of September, 1980, before me appeared:

R. H. DANIELSON

to me personally known, who, being by me duly sworn, did say that he is the Regional Vice President for AMOCO OIL COMPANY, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said R. H. Danielson acknowledged said instrument to be the free act and deed of said corporation.

Jean W. Lang
NOTARY PUBLIC, Georgia, State at Large
Notary Public, Georgia, State at Large
My Commission Expires Oct. 16, 1983

Clay B. Hall, Clerk of Court

RECEIVED AND FILED
2000 OCT -7 AM 10 17
CLERK OF COURT
JEFFERSON DAVIS PARISH

125211

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

SURFACE LEASE

THIS LEASE is made and entered into by and between:

MARK W. BOUDREAUX, husband of Jenell Guidry, 260 Petworth Court, Cincinnatti, Ohio 45236; WAYNE BOUDREAUX, husband of Vera Breaux, 1165 Ivanhoe Drive, N. Muskegan, Michigan 49445; CASTEX M. BOUDREAUX, husband of Lydia McBride, 1313 Tenth Street, Lake Charles, Louisiana, 70601; REUBEN RAYMOND BRUCE, husband of Marie Simoneaux, 439 E. Academy Avenue, Jennings, Louisiana 70546; RAYNELL MARIE BRUCE KIBODEAUX, divorced from Joseph Richard Kibodeaux, No. 10 Sun Meadow Drive, Friendswood, Texas 77566; PATRICIA GAY BRUCE HUFF, judicially separated from her husband, Robert Huff, 214 Morton Street, Jennings, Louisiana 70546; NELIA KAREN BRUCE GOLDMAN, wife of James O. Goldman, 2410 Pinehurst, Monroe, Louisiana 71201; WORRELL B. JOHNSON, husband of Dora Cary, P.O.Box 388, Welsh, Louisiana 70591; MRS. ORA JOHNSON MIGUEZ, wife of Adam Miguez, 114 Davies Street, Jennings, Louisiana 70546; O.W. JOHNSON, JR., divorced from Carolyn Leonard, P.O. Box 747, Welsh, Louisiana, 70591; RICHARD W. JOHNSON, husband of Nancy Watkins Johnson, P.O. Box 190, Welsh, Louisiana 70591; ALBERT SIDNEY JOHNSON, III, husband of Agnes Saulnier, 7805 E. Windfont, Parker, Colorado 80134; SANDRA LYNN TRAHAN, divorced from Markham Trahan, 124 Theo Road, Lafayette, Louisiana 70508; MILTON F. BOURDIER, husband of Margaret Badgley, P.O. Box 601, Westlake, Louisiana 70669; ALFRED C. BOURDIER, husband of Gayle Hoffpauir, Route 11, Box 932, Lake Charles, Louisiana 70601; LYNN H. BOURDIER, husband of Eva Cutright, 416 Julius Street, Lake Charles, Louisiana, 70601; BERNADINE BOURDIER ZIBILICH, widow of William Zibilich, 125 Valentine Drive, Avondale, Louisiana 70094; ROSE MARIE BOURDIER PETITJEAN, wife of Lee J. Petitjean, 1451 Chateau Circle N, Lake Charles, Louisiana 70605; DAVID L. BOURDIER, husband of Janet Robicheaux, P.O. Box 762, Patterson, Louisiana 70392; and YVETTE MARIE BOUDREAUX LeFLEUR, wife of Elmer L. LeFleur, P.O. Box 1893, Marshall, Texas 75670, hereinafter referred to as "Lessors"

125211

and

AMOCO OIL COMPANY, a Maryland corporation, hereinafter referred to as "Lessee", 6 Executive Park Drive, Atlanta, Georgia 30329

WITNESSETH:

I.

Lessors, for the consideration hereinafter expressed, and on the terms and conditions hereinafter set forth do hereby lease, let and demise unto Lessee, its successors and assigns, the following described property, situated in the Parish of Jefferson Davis, Louisiana, to-wit:

A certain tract of land on the West side of the Mermentau River in Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana, extending approximately 300 feet along the river by a depth of 586 feet more or less, and more particularly described as follows:

Starting at a point 5771.6 feet East and 3253.8 feet South of the Northwest corner of Section 13, Township 10 South, Range 3 West; thence northeast along the mean low water line on the west bank of the Mermentau River a distance of 150 feet to a point; thence N. 62° 48' W a distance of 586 feet more or less to a point; thence S 27° 12' W a distance of 300 feet to a point; thence S 62° 48' E a distance of 586 feet more or less to a point; thence northeast along the mean low water line on the west bank of the Mermentau River a distance of 150 feet to the point of beginning.

II.

The property herein leased is to be used by Lessee as a site for a loading rack or terminal for the loading or unloading of oil, gasoline, condensates and other petroleum products to an from barges or boats in the Mermentau River, and for the construction, installation and maintenance of storage tanks, fire walls, pipes, pipe lines, buildings, machinery and any other property or equipment necessary or incidental for the said loading rack or terminal, including by way of illustration and not by way of limitation, the right to erect a residence or residences for Lessee's employees if desired, the right to drill a water well or water wells on the leased premises. This is a surface lease only and does not grant to Lessee the right to explore for oil, gas or other minerals - these rights being reserved unto Lessor, provided, however, that Lessor may not use the leased premises for the purpose of conducting operations in search of oil, gas or other minerals.

111.

The term of this lease shall be for a period of three (3) months, commencing July 29, 1980 and terminating October 28, 1980. Lessee agrees to pay Lessor as rental for said demised premises the sum of Twenty Thousand Dollars ($20,000) for the three-month period aforesaid, however, if Lessee exercises its option to renew as hereinafter provided, said Twenty Thousand Dollars ($20,000) rent shall apply to one full year tenancy under this lease expiring July 28, 1981.

IV.

Lessee shall have the option of extending this lease for a total of not more than One (1) Nine (9) year and Nine (9) months period and Two (2) Five (5) year periods, upon the same terms and conditions which were in effect during the original term. The rental to be paid during the Nine (9) year Nine (9) months period shall be the sum of Twenty Thousand Dollars ($20,000) per year, payable yearly in advance. The rental during the Two (2) Five (5) year renewal periods shall be negotiated in good faith between the parties hereto, such negotiations to commence six months prior to the expiration of the then current term.

Lessee's failure to pay punctually any rental installment when due shall give the right to Lessors to terminate said lease or the right to declare all the remaining installments due and exigible.

In order to exercise any of said extension options, Lessee shall give to Lessor a written notice at least thirty (30) days prior to the expiration of the then current period, and the sending of such notice shall constitute the renewal and extension of this lease in accordance with the terms of such renewal option so exercised, without the necessity of the execution of a separate renewal lease.

V.

At the conclusion of said lease, Lessee shall within 60 days remove any and all of its property, fixtures, equipment and installations placed by it on said land during the term of this lease or any prior leases to which Lessee succeeded and to restore the premises to the original state as when received, as near as reasonably practicable. Should Lessee not remove the property within 60 days then Lessee shall pay Lessors a pro rata of the rent for each month or a fraction thereof until the property is removed.

VI.

Lessee shall be obligated to obtain all necessary permits from the Government of the United States or any Department thereof, or from the Government of the State of Louisiana, or any Department thereof, should the same be necessary, and Lessors make no warranty to Lessee concerning Lessee's ability or rights to conduct the type of business or operation on the leased premises which it seeks or may seek to do under this lease.

VII.

That at the present time there is a road maintained by Lessee through Lessor's property which affords Lessee ingress and egress to public roads, and Lessee agrees to maintain said private road in a reasonable state of repair, and should Lessee vacate the leased premises, then said road shall be left in its present location in a reasonable state of repair. Lessee shall have the right along the roadway to maintain, repair or remove presently installed telephone or telegraph wire or wires, or electrical wire or wires for the purpose of servicing Lessee's installations. Lessee shall have the right to maintain, repair and remove any pipe lines which it currently has through Lessor's property to Lessee's leased premises hereinabove described, provided, however, no additional pipe lines shall be laid through Lessors' property without Lessors' consent and approval.

VIII.

Lessee shall be fully responsible for all of its operations on the hereinabove descirbed property and agrees to hold Lessors free from any liability which may be caused by Lessee's operations conducted hereunder.

IX.

All provisions hereof shall be binding upon the respective heirs, successors and assigns of Lessors and Lessee.

X.

The effective date of this lease shall be July 29, 1980, notwithstanding the dates which each party hereto has executed this lease.

XI.

That the rentals due hereunder shall be payable to the following named Lessors in the following proportions, to-wit:

MARK W. BOUDREAUX	6.25%
WAYNE BOUDREAUX	6.25%
CASTEX M. BOUDREAUX	12.5%
REUBEN RAYMOND BRUCE	13%
RAYNELL MARIE BRUCE KIBODEAUX	4%
PATRICIA GAY BRUCE HUFF	4%
NELIA KAREN BRUCE GOLDMAN	4%
WORRELL B. JOHNSON	5%
MRS. ORA JOHNSON MIGUEZ	10%
O.W. JOHNSON, JR.	2.5%
RICHARD W. JOHNSON	2.5%
ALBERT SIDNEY JOHNSON, III	2.5%
SANDRA LYNN TRAHAN	2.5%
MILTON F. BOURDIER	2.0833%
ALFRED C. BOURDIER	2.0833%
LYNN H. BOURDIER	2.0833%
BERNADINE BOURDIER ZIBILICH	2.0833%
ROSE MARIE BOURDIER PETITJEAN	2.0833%
DAVID L. BOURDIER	2.0835%
YVETTE MARIE BOUDREAUX LeFLEUR	12.5%

XII.

All notices given under this lease shall be deemed to be properly served if delivered in writing personally, or sent by certified mail to Lessor at the address shown in the first unnumbered paragraph of this lease or to Lessee at its office at P.O. Box 5077, Atlanta, Georgia 30302. Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United States Post Office Department.

XIII.

This agreement may be executed in as many counterparts as may be deemed necessary and when so executed each counterpart shall have the same effect as if all parties had executed the same document.

WITNESS the hands of all parties hereto in the presence of the undersigned witnesses, effective July 29, 1980.

WITNESSES:

Sheila Nickel
Geraldine VanHook

Mark W. Boudreaux

Wayne Boudreaux

Sheila Nickel
Geraldine VanHook

Castex M. Boudreaux
By: Lydia M. Boudreaux
Castex M. Boudreaux, represented herein by Lydia M. Boudreaux, his agent and attorney-in-fact.

Sheila Nickel
Geraldine VanHook

Reuben Raymond Bruce

Raynell Marie Bruce Kibodeaux

Sheila Nickel
Geraldine VanHook

Patricia Gay Bruce Huff

Nelia Karen Bruce Goldman

Sheila Nickel
Geraldine VanHook

Worrell B. Johnson

Sheila Nickel
Geraldine VanHook

Mrs. Ora Johnson Miguez

Sheila Nickel
Geraldine VanHook

O. W. Johnson, Jr.

Sheila Nickel
Geraldine VanHook

Richard W. Johnson

Albert Sidney Johnson, III

Sheila Nickel
Geraldine VanHook

Sandra Lynn Trahan

Sheila Nickel
Geraldine VanHook

Hilton F. Bourdier

Sheila Nickel
Geraldine VanHook

Alfred C. Bourdier

Sheila Nickel
Geraldine VanHook

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Sheila Nickel
Geraldine VanHook

Rose Marie Bourdier Petitjean

Sheila Nickel
Geraldine VanHook

David L. Bourdier

Yvette Marie Boudreaux LeFleur

LESSORS

AMOCO OIL COMPANY

BY: _____
R. H. Danielson,
Regional Vice President

LESSEE

STATE OF LOUISIANA

:

PARISH OF JEFFERSON DAVIS

On this 18th day of August, 1980, before me personally appeared:

CASTEX M. BOUDREAUX, represented herein by Lydia M. Boudreaux, his agent and attorney-in-fact, REUBY RAYMOND BRUCE, PATRICIA CAY BRUCE HUFF, WORRELL B. JOHNSON, MRS. ORA JOHNSON MARQUEZ, O. W. JOHNSON, JR., RICHARD W. JOHNSON, SANDRA LYNN TRAHAN, ALFRED C. BOURDIER, LYNN H. BOURDIER, ROSE MARIE BOURDIER PETITJEAN, DAVID L. BOURDIER, MILTON F. BOURDIER and MARK W. BOUDREAUX

to me known to be persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

NOTARY PUBLIC

William Noel Knight
Attorney - Notary Public
Commission for Life

~~STATE OF OHIO~~

:

~~COUNTY OF HAMILTON~~

~~On this _____ day of _____, 1980, before me personally appeared:~~

~~--MARK W. BOUDREAUX--~~

~~to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.~~

~~NOTARY PUBLIC~~

STATE OF MICHIGAN

:

COUNTY OF MUSKEGAN

On this ____ day of _____, 1980, before me personally appeared:

WAYNE BOUDREAUX

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

STATE OF TEXAS

:

COUNTY OF GALVESTON

On this _____ day of _____, 1980, before me personally appeared:

RAYNELL MARIE BRUCE KIBODEAUX

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

NOTARY PUBLIC

STATE OF LOUISIANA

:

PARISH OF OUACHITA

On this ____ day of _____, 1980, before me personally appeared:

NELIA KAREN BRUCE GOLDMAN

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

STATE OF COLORADO

:

COUNTY OF DOUGLAS

On this _____ day of _____, 1980, before me personally appeared:

ALBERT SIDNEY JOHNSON, III

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

~~STATE OF LOUISIANA~~

:

~~PARISH OF CALCASIEU~~

~~On this _____ day of _____, 1980, before me personally appeared:~~

~~MILTON F. BOURDIER~~

~~to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.~~

_____
~~NOTARY PUBLIC~~

STATE OF LOUISIANA

:

PARISH OF JEFFERSON

On this _____ day of _____, 1980, before me personally appeared:

BERNADINE BOURDIER ZIBILICH

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

STATE OF TEXAS

COUNTY OF HARRISON

On this _____ day of _____, 1980, before me personally appeared:

YVETTE MARIE BOUDREAUX LeFLEUR

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 1980, before me appeared:

R. H. DANIELSON

to me personally known, who, being by me duly sworn, did say that he is the Regional Vice President for AMOCO OIL COMPANY, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said R. H. Danielson acknowledged said instrument to be the free act and deed of said corporation.

_____
NOTARY PUBLIC

Clay B. Huff, Clerk of Court

339

RECEIVED AND FILED
1980 OCT -7 AM 10 17
425212 CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA :

PARISH OF JEFFERSON DAVIS

SURFACE LEASE

THIS LEASE is made and entered into by and between:

MARK W. BOUDREAUX, husband of Jenell Guidry, 2501 Petworth Court, Cincinnatti, Ohio 45236; WAYNE BOUDREAUX, husband of Vera Breaux, 1165 Ivanhoe Drive, N. Muskegan, Michigan 49445; CASTEX M. BOUDREAUX, husband of Lydia McBride, 1313 Tenth Street, Lake Charles, Louisiana, 70601; REUBEN RAYMOND BRUCE, husband of Marie Simoneaux, 439 E. Academy Avenue, Jennings, Louisiana 70546; RAYNELL MARIE BRUCE KIBODEAUX, divorced from Joseph Richard Kibodeaux, No. 10 Sun Meadow Drive, Friendswood, Texas 77566; PATRICIA GAY BRUCE HUFF, judicially separated from her husband, Robert Huff, 214 Morton Street, Jennings, Louisiana 70546; NELIA KAREN BRUCE GOLDMAN, wife of James O. Goldman, 2410 Pinehurst, Monroe, Louisiana 71201; WORRELL B. JOHNSON, husband of Dora Cary, P.O.Box 388, Welsh, Louisiana 70591; MRS. ORA JOHNSON MIGUEZ, wife of Adam Miguez, 114 Davies Street, Jennings, Louisiana 70546; O.W. JOHNSON, JR., divorced from Carolyn Leonard, P.O. Box 747, Welsh, Louisiana, 70591; RICHARD W. JOHNSON, husband of Nancy Watkins Johnson, P.O. Box 190, Welsh, Louisiana 70591; ALBERT SIDNEY JOHNSON, III, husband of Agnes Saulnier, 7805 E. Windfont, Parker, Colorado 80134; SANDRA LYNN TRAHAN, divorced from Markham Trahan, 124 Theo Road, Lafayette, Louisiana 70508; MILTON F. BOURDIER, husband of Margaret Badgley, P.O. Box 601, Westlake, Louisiana 70669; ALFRED C. BOURDIER, husband of Gayle Hoffpauir, Route 11, Box 932, Lake Charles, Louisiana 70601; LYNN H. BOURDIER, husband of Eva Cutright, 416 Julius Street, Lake Charles, Louisiana, 70601; BERNADINE BOURDIER ZIBILICH, widow of William Zibilich, 125 Valentine Drive, Avondale, Louisiana 70094; ROSE MARIE BOURDIER PETITJEAN, wife of Lee J. Petitjean, 1451 Chateau Circle N, Lake Charles, Louisiana 70605; DAVID L. BOURDIER, husband of Janet Robicheaux, P.O. Box 762, Patterson, Louisiana 70392; and YVETTE MARIE BOUDREAUX LeFLEUR, wife of Elmer L. LeFleur, P.O. Box 1893, Marshall, Texas 75670, hereinafter referred to as "Lessors"

425212

and

AMOCO OIL COMPANY, a Maryland corporation, hereinafter referred to as "Lessee", 6 Executive Park Drive, Atlanta, Georgia 30329

WITNESSETH:

1.

Lessors, for the consideration hereinafter expressed, and on the terms and conditions hereinafter set forth do hereby lease, let and demise unto Lessee, its successors and assigns, the following described property, situated in the Parish of Jefferson Davis, Louisiana, to-wit:

> A certain tract of land on the West side of the Mermentau River in Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana, extending approximately 300 feet along the river by a depth of 586 feet more or less, and more particularly described as follows:
>
> Starting at a point 5771.6 feet East and 3253.8 feet South of the Northwest corner of Section 13, Township 10 South, Range 3 West; thence northeast along the mean low water line on the west bank of the Mermentau River a distance of 150 feet to a point; thence N. 62° 48' W a distance of 586 feet more or less to a point; thence S 27° 12' W a distance of 300 feet to a point; thence S 62° 48' E a distance of 586 feet more or less to a point; thence northeast along the mean low water line on the west bank of the Mermentau River a distance of 150 feet to the point of beginning.

II.

The property herein leased is to be used by Lessee as a site for a loading rack or terminal for the loading or unloading of oil, gasoline, condensates and other petroleum products to an from barges or boats in the Mermentau River, and for the construction, installation and maintenance of storage tanks, fire walls, pipes, pipe lines, buildings, machinery and any other property or equipment necessary or incidental for the said loading rack or terminal, including by way of illustration and not by way of limitation, the right to erect a residence or residences for Lessee's employees if desired, the right to drill a water well or water wells on the leased premises. This is a surface lease only and does not grant to Lessee th right to explore for oil, gas or other minerals - these rights being reserved unto Lessor, provided, however, that Lessor may not use the leased premises for the purpose of conducting operations in search of oil, gas or other minerals.

III.

The term of this lease shall be for a period of three (3) months, commencing July 29, 1980 and terminating October 28, 1980. Lessee agrees to pay Lessor as rental for said demised premises the sum of Twenty Thousand Dollars ($20,000) for the three-month period aforesaid, however, if Lessee exercises its option to renew as hereinafter provided, said Twenty Thousand Dollars ($20,000) rent shall apply to one full year tenancy under this lease expiring July 28, 1981.

IV.

Lessee shall have the option of extending this lease for a total of not more than One (1) Nine (9) year and Nine (9) months period and Two (2) Five (5) year periods, upon the same terms and conditions which were in effect during the original term. The rental to be paid during the Nine (9) year Nine (9) months period shall be the sum of Twenty Thousand Dollars ($20,000) per year, payable yearly in advance. The rental during the Two (2) Five (5) year renewal periods shall be negotiated in good faith between the parties hereto, such negotiations to commence six months prior to the expiration of the then current term.

Lessee's failure to pay punctually any rental installment when due shall give the right to Lessors to terminate said lease or the right to declare all the remaining installments due and exigible.

In order to exercise any of said extension options, Lessee shall give to Lessor a written notice at least thirty (30) days prior to the expiration of the then current period, and the sending of such notice shall constitute the renewal and extension of this lease in accordance with the terms of such renewal option so exercised, without the necessity of the execution of a separate renewal lease.

Exhibit D
Castex Development - Title and Lease History - 000692

V.

At the conclusion of said lease, Lessee shall within 60 days remove any and all of its property, fixtures, equipment and installations placed by it on said land during the term of this lease or any prior leases to which Lessee succeeded and to restore the premises to the original state as when received, as near as reasonably practicable. Should Lessee not remove the property within 60 days then Lessee shall pay Lessors a pro rata of the rent for each month or a fraction thereof until the property is removed.

VI.

Lessee shall be obligated to obtain all necessary permits from the Government of the United States or any Department thereof, or from the Government of the State of Louisiana, or any Department thereof, should the same be necessary, and Lessors make no warranty to Lessee concerning Lessee's ability or rights to conduct the type of business or operation on the leased premises which it seeks or may seek to do under this lease.

VII.

That at the present time there is a road maintained by Lessee through Lessor's property which affords Lessee ingress and egress to public roads, and Lessee agrees to maintain said private road in a reasonable state of repair, and should Lessee vacate the leased premises, then said road shall be left in its present location in a reasonable state of repair. Lessee shall have the right along the roadway to maintain, repair or remove presently installed telephone or telegraph wire or wires, or electrical wire or wires for the purpose of servicing Lessee's installations. Lessee shall have the right to maintain, repair and remove any pipe lines which it currently has through Lessor's property to Lessee's leased premises hereinabove described, provided, however, no additional pipe lines shall be laid through Lessors' property without Lessors' consent and approval.

VIII.

Lessee shall be fully responsible for all of its operations on the hereinabove described property and agrees to hold Lessors free from any liability which may be caused by Lessee's operations conducted hereunder.

IX.

All provisions hereof shall be binding upon the respective heirs, successors and assigns of Lessors and Lessee.

X.

The effective date of this lease shall be July 29, 1980, notwithstanding the dates which each party hereto has executed this lease.

XI.

That the rentals due hereunder shall be payable to the following named Lessors in the following proportions, to-wit:

MARK W. BOUDREAUX	6.25%
WAYNE BOUDREAUX	6.25%
CASTEX M. BOUDREAUX	12.5%
REUBEN RAYMOND BRUCE	13%
RAYNELL MARIE BRUCE KIBODEAUX	4%
PATRICIA GAY BRUCE HUFF	4%
NELIA KAREN BRUCE GOLDMAN	4%
WORRELL B. JOHNSON	5%
MRS. ORA JOHNSON MIGUEZ	10%
O.W. JOHNSON, JR.	2.5%
RICHARD W. JOHNSON	2.5%
ALBERT SIDNEY JOHNSON, III	2.5%
SANDRA LYNN TRAHAN	2.5%
MILTON F. BOURDIER	2.0833%
ALFRED C. BOURDIER	2.0833%
LYNN H. BOURDIER	2.0833%
BERNADINE BOURDIER ZIBILICH	2.0833%
ROSE MARIE BOURDIER PETITJEAN	2.0833%
DAVID L. BOURDIER	2.0835%
YVETTE MARIE BOUDREAUX LeFLEUR	12.5%

XII.

All notices given under this lease shall be deemed to be properly served if delivered in writing personally, or sent by certified mail to Lessor at the address shown in the first unnumbered paragraph of this lease or to Lessee at its office at P.O. Box 5077, Atlanta, Georgia 30302. Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United States Post Office Department.

XIII.

This agreement may be executed in as many counterparts as may be deemed necessary and when so executed each counterpart shall have the same effect as if all parties had executed the same document.

WITNESS the hands of all parties hereto in the presence of the undersigned witnesses, effective July 29, 1980.

WITNESSES:

Mark W. Boudreaux

Wayne Boudreaux

Castex M. Boudreaux, represented herein by Lydia M. Boudreaux, his agent and attorney-in-fact.

Reuben Raymond Bruce

Raynell Marie Bruce Kibodeaux

Patricia Gay Bruce Huff

Jean E. Lieb

Rene McClain

Nelia Karen Bruce Goldman

Nelia Karen Bruce Goldman

Worrell B. Johnson

Mrs. Ora Johnson Miguez

O. W. Johnson, Jr.

Richard W. Johnson

Albert Sidney Johnson, III

Sandra Lynn Trahan

Milton F. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

David L. Bourdier

Yvette Marie Boudreaux LeFleur

LESSORS

AMOCO OIL COMPANY

BY: _____
R. H. Danielson,
Regional Vice President

LESSEE

STATE OF LOUISIANA

:

PARISH OF JEFFERSON DAVIS

On this 18th day of August, 1980, before me personally appeared:

CASTEX M. BOUDREAUX, represented herein by Lydia M. Boudreaux, his agent and attorney-in-fact, REUBEN RAYMOND BRUCE, PATRICIA GAY BRUCE HUFF, WORRELL B. JOHNSON, MRS. ORA JOHNSON MIGUEZ, O. W. JOHNSON, JR., RICHARD W. JOHNSON, SANDRA LYNN TRAHAN, ALFRED C. BOURDIER, LYNN ... BOURDIER, ROSE MARIE BOURDIER PETITJEAN, DAVID L. BOURDIER, MILTON P. BOURDIER and MARK W. BOUDREAUX

to me known to be persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

NOTARY PUBLIC

~~STATE OF OHIO~~

:

~~COUNTY OF HAMILTON~~

~~On this _____ day of _____, 1980, before me personally appeared:~~

~~MARK W. BOUDREAUX~~

~~to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.~~

~~NOTARY PUBLIC~~

STATE OF MICHIGAN

:

COUNTY OF MUSKEGAN

On this ____ day of _____, 1980, before me personally appeared:

WAYNE BOUDREAUX

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

STATE OF TEXAS

:

COUNTY OF GALVESTON

On this _____ day of _____, 1980, before me personally appeared:

RAYNELL MARIE BRUCE KIEODEAUX

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

NOTARY PUBLIC

STATE OF LOUISIANA

:

PARISH OF OUACHITA

On this 29 day of July, 1980, before me personally appeared:

NELIA KAREN BRUCE GOLDMAN

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Burton L Wade Jr.
NOTARY PUBLIC

STATE OF COLORADO

:

COUNTY OF DOUGLAS

On this _____ day of _____, 1980, before me personally appeared:

ALBERT SIDNEY JOHNSON, III

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

~~STATE OF LOUISIANA~~

~~:~~

~~PARISH OF CALCASIEU~~

~~On this _____ day of _____, 1980, before me personally appeared:~~

~~MILTON F. BOURDIER~~

~~to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.~~

_____
~~NOTARY PUBLIC~~

STATE OF LOUISIANA

:

PARISH OF JEFFERSON

On this _____ day of _____, 1980, before me personally appeared:

BERNADINE BOURDIER ZIBILICH

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

STATE OF TEXAS

COUNTY OF HARRISON

On this _____ day of _____, 1980, before me personally appeared:

YVETTE MARIE BOUDREAUX LeFLEUR

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

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STATE OF _____

COUNTY OF _____

On this _____ day of _____, 1980, before me appeared:

R. H. DANIELSON

to me personally known, who, being by me duly sworn, did say that he is the Regional Vice President for AMOCO OIL COMPANY, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said R. H. Danielson acknowledged said instrument to be the free act and deed of said corporation.

_____
NOTARY PUBLIC

Guy B. Huff, Clerk of Court

RECEIVED AND FILED
1990 OCT -7 AM 10 17
CLERK OF COURT
JEFFERSON DAVIS PARISH

425213

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

SURFACE LEASE

THIS LEASE is made and entered into by and between:

MARK W. BOUDREAUX, husband of Jenell Guidry, 2601 Petworth Court, Cincinnati, Ohio 45236; WAYNE BOUDREAUX, husband of Vera Breaux, 1165 Ivanhoe Drive, N. Muskegan, Michigan 49445; CASTEX M. BOUDREAUX, husband of Lydia McBride, 1313 Tenth Street, Lake Charles, Louisiana, 70601; REUBEN RAYMOND BRUCE, husband of Marie Simoneaux, 439 E. Academy Avenue, Jennings, Louisiana 70546; RAYNELL MARIE BRUCE KIBODEAUX, divorced from Joseph Richard Kibodeaux, No. 10 Sun Meadow Drive, Friendswood, Texas 77566; PATRICIA GAY BRUCE HUFF, judicially separated from her husband, Robert Huff, 214 Morton Street, Jennings, Louisiana 70546; NELIA KAREN BRUCE GOLDMAN, wife of James O. Goldman, 2410 Pinehurst, Monroe, Louisiana 71201; WORRELL B. JOHNSON, husband of Dora Cary, P.O.Box 388, Welsh, Louisiana 70591; MRS. ORA JOHNSON MIGUEZ, wife of Adam Miguez, 114 Davies Street, Jennings, Louisiana 70546; O.W. JOHNSON, JR., divorced from Carolyn Leonard, P.O. Box 747, Welsh, Louisiana, 70591; RICHARD W. JOHNSON, husband of Nancy Watkins Johnson, P.O. Box 190, Welsh, Louisiana 70591; ALBERT SIDNEY JOHNSON, III, husband of Agnes Saulnier, 7805 E. Windfont, Parker, Colorado 80134; SANDRA LYNN TRAHAN, divorced from Markham Trahan, 124 Theo Road, Lafayette, Louisiana 70508; MILTON F. BOURDIER, husband of Margaret Badgley, P.O. Box 601, Westlake, Louisiana 70669; ALFRED C. BOURDIER, husband of Gayle Hoffpauir, Route 11, Box 932, Lake Charles, Louisiana 70601; LYNN H. BOURDIER, husband of Eva Cutright, 416 Julius Street, Lake Charles, Louisiana, 70601; BERNADINE BOURDIER ZIBILICH, widow of William Zibilich, 125 Valentine Drive, Avondale, Louisiana 70094; ROSE MARIE BOURDIER PETITJEAN, wife of Lee J. Petitjean, 1451 Chateau Circle N, Lake Charles, Louisiana 70605; DAVID L. BOURDIER, husband of Janet Robicheaux, P.O. Box 762, Patterson, Louisiana 70392; and YVETTE MARIE BOUDREAUX LeFLEUR, wife of Elmer L. LeFleur, P.O. Box 1893, Marshall, Texas 75670, hereinafter referred to as "Lessors"

425213

and

AMOCO OIL COMPANY, a Maryland corporation, hereinafter referred to as "Lessee", 6 Executive Park Drive, Atlanta, Georgia 30329

WITNESSETH:

I.

Lessors, for the consideration hereinafter expressed, and on the terms and conditions hereinafter set forth do hereby lease, let and demise unto Lessee, its successors and assigns, the following described property, situated in the Parish of Jefferson Davis, Louisiana, to-wit:

A certain tract of land on the West side of the Mermentau River in Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana, extending approximately 300 feet along the river by a depth of 586 feet more or less, and more particularly described as follows:

Starting at a point 5771.6 feet East and 3253.8 feet South of the Northwest corner of Section 13, Township 10 South, Range 3 West; thence northeast along the mean low water line on the west bank of the Mermentau River a distance of 150 feet to a point; thence N. 62° 48' W a distance of 586 feet more or less to a point; thence S 27° 12' W a distance of 300 feet to a point; thence S 62° 48' E a distance of 586 feet more or less to a point; thence northeast along the mean low water line on the west bank of the Mermentau River a distance of 150 feet to the point of beginning.

II.

The property herein leased is to be used by Lessee as a site for a loading rack or terminal for the loading or unloading of oil, gasoline, condensates and other petroleum products to an from barges or boats in the Mermentau River, and for the construction, installation and maintenance of storage tanks, fire walls, pipes, pipe lines, buildings, machinery and any other property or equipment necessary or incidental for the said loading rack or terminal, including by way of illustration and not by way of limitation, the right to erect a residence or residences for Lessee's employees if desired, the right to drill a water well or water wells on the leased premises. This is a surface lease only and does not grant to Lessee the right to explore for oil, gas or other minerals - these rights being reserved unto Lessor, provided, however, that Lessor may not use the leased premises for the purpose of conducting operations in search of oil, gas or other minerals.

III.

The term of this lease shall be for a period of three (3) months, commencing July 29, 1980 and terminating October 28, 1980. Lessee agrees to pay Lessor as rental for said demised premises the sum of Twenty Thousand Dollars ($20,000) for the three-month period aforesaid, however, if Lessee exercises its option to renew as hereinafter provided, said Twenty Thousand Dollars ($20,000) rent shall apply to one full year tenancy under this lease expiring July 28, 1981.

IV.

Lessee shall have the option of extending this lease for a total of not more than One (1) Nine (9) year and Nine (9) months period and Two (2) Five (5) year periods, upon the same terms and conditions which were in effect during the original term. The rental to be paid during the Nine (9) year Nine (9) months period shall be the sum of Twenty Thousand Dollars ($20,000) per year, payable yearly in advance. The rental during the Two (2) Five (5) year renewal periods shall be negotiated in good faith between the parties hereto, such negotiations to commence six months prior to the expiration of the then current term.

Lessee's failure to pay punctually any rental installment when due shall give the right to Lessors to terminate said lease or the right to declare all the remaining installments due and exigible.

In order to exercise any of said extension options, Lessee shall give to Lessor a written notice at least thirty (30) days prior to the expiration of the then current period, and the sending of such notice shall constitute the renewal and extension of this lease in accordance with the terms of such renewal option so exercised, without the necessity of the execution of a separate renewal lease.

V.

At the conclusion of said lease, Lessee shall within 60 days remove any and all of its property, fixtures, equipment and installations placed by it on said land during the term of this lease or any prior leases to which Lessee succeeded and to restore the premises to the original state as when received, as near as reasonably practicable. Should Lessee not remove the property within 60 days then Lessee shall pay Lessors a pro rata of the rent for each month or a fraction thereof until the property is removed.

VI.

Lessee shall be obligated to obtain all necessary permits from the Government of the United States or any Department thereof, or from the Government of the State of Louisiana, or any Department thereof, should the same be necessary, and Lessors make no warranty to Lessee concerning Lessee's ability or rights to conduct the type of business or operation on the leased premises which it seeks or may seek to do under this lease.

VII.

That at the present time there is a road maintained by Lessee through Lessor's property which affords Lessee ingress and egress to public roads. and Lessee agrees to maintain said private road in a reasonable state of repair, and should Lessee vacate the leased premises, then said road shall be left in its present location in a reasonable state of repair. Lessee shall have the right along the roadway to maintain, repair or remove presently installed telephone or telegraph wire or wires, or electrical wire or wires for the purpose of servicing Lessee's installations. Lessee shall have the right to maintain, repair and remove any pipe lines which it currently has through Lessor's property to Lessee's leased premises hereinabove described, provided, however, no additional pipe lines shall be laid through Lessors' property without Lessors' consent and approval.

VIII.

Lessee shall be fully responsible for all of its operations on the hereinabove described property and agrees to hold Lessors free from any liability which may be caused by Lessee's operations conducted hereunder.

IX.

All provisions hereof shall be binding upon the respective heirs, successors and assigns of Lessors and Lessee.

X.

The effective date of this lease shall be July 29, 1980, notwithstanding the dates which each party hereto has executed this lease.

XI.

That the rentals due hereunder shall be payable to the following named Lessors in the following proportions, to-wit:

MARK W. BOUDREAUX	6.25%
WAYNE BOUDREAUX	6.25%
CASTEX M. BOUDREAUX	12.5%
REUBEN RAYMOND BRUCE	13%
RAYNELL MARIE BRUCE KIBODEAUX	4%
PATRICIA GAY BRUCE HUFF	4%
NELIA KAREN BRUCE GOLDMAN	4%
WORRELL B. JOHNSON	5%
MRS. ORA JOHNSON MIGUEZ	10%
O.W. JOHNSON, JR.	2.5%
RICHARD W. JOHNSON	2.5%
ALBERT SIDNEY JOHNSON, III	2.5%
SANDRA LYNN TRAHAN	2.5%
MILTON F. BOURDIER	2.0833%
ALFRED C. BOURDIER	2.0833%
LYNN H. BOURDIER	2.0833%
BERNADINE BOURDIER ZIBILICH	2.0833%
ROSE MARIE BOURDIER PETITJEAN	2.0833%
DAVID L. BOURDIER	2.0835%
YVETTE MARIE BOUDREAUX LeFLEUR	12.5%

XII.

All notices given under this lease shall be deemed to be properly served if delivered in writing personally, or sent by certified mail to Lessor at the address shown in the first unnumbered paragraph of this lease or to Lessee at its office at P.O. Box 5077, Atlanta, Georgia 30302. Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United States Post Office Department.

XIII.

This agreement may be executed in as many counterparts as may be deemed necessary and when so executed each counterpart shall have the same effect as if all parties had executed the same document.

WITNESS the hands of all parties hereto in the presence of the undersigned witnesses, effective July 29, 1980.

WITNESSES:

Mark W. Boudreaux

Wayne Boudreaux

Castex M. Boudreaux, represented herein by Lydia M. Boudreaux, his agent and attorney-in-fact.

Reuben Raymond Bruce

Raynell Marie Bruce Kibodeaux

Patricia Gay Bruce Huff

Nelia Karen Bruce Goldman

Worrell B. Johnson

Mrs. Ora Johnson Miguez

O. W. Johnson, Jr.

Richard W. Johnson

Albert Sidney Johnson, III

Sandra Lynn Trahan

Milton F. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

David L. Bourdier

Yvette Marie Boudreaux LeFleur

LESSORS

AMOCO OIL COMPANY

BY: _____
R. H. Danielson,
Regional Vice President

LESSEE

STATE OF LOUISIANA

:

PARISH OF JEFFERSON DAVIS

On this _____ day of _____, 1980, before me personally appeared:

CASTEX M. BOUDREAUX, represented herein by Lydia M. Boudreaux, his agent and attorney-in-fact, REUBEN RAYMOND BRUCE, PATRICIA GAY BRUCE HUFF, WORRELL B. JOHNSON, MRS. ORA JOHNSON MIGUEZ, O. W. JOHNSON, JR., RICHARD W. JOHNSON, SANDRA LYNN TRAHAN, ALFRED C. BOURDIER, LYNN H. BOURDIER, ROSE MARIE BOURDIER PETITJEAN, DAVID L. BOURDIER, MILTON F. BOURDIER and MARK W. BOUDREAUX

to me known to be persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

_____
NOTARY PUBLIC

~~STATE OF OHIO~~

:

~~COUNTY OF HAMILTON~~

~~On this _____ day of _____, 1980, before me personally appeared:~~

~~MARK W. BOUDREAUX~~

~~to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.~~

_____
~~NOTARY PUBLIC~~

STATE OF MICHIGAN

:

COUNTY OF MUSKEGAN

On this ____ day of _____, 1980, before me personally appeared:

WAYNE BOUDREAUX

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

STATE OF TEXAS

:

COUNTY OF Brazoria

On this 1st day of August, 1980, before me personally appeared:

RAYNELL MARIE BRUCE KIBODEAUX

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Betty Barry
NOTARY PUBLIC

STATE OF LOUISIANA

:

PARISH OF OUACHITA

On this ____ day of _____, 1980, before me personally appeared:

NELIA KAREN BRUCE GOLDMAN

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

STATE OF COLORADO

:

COUNTY OF DOUGLAS

On this _____ day of _____, 1980, before me personally appeared:

ALBERT SIDNEY JOHNSON, III

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

~~STATE OF LOUISIANA~~

:

~~PARISH OF CALCASIEU~~

~~On this _____ day of _____, 1980, before me personally appeared:~~

~~MILTON F. BOURDIER~~

~~to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.~~

_____
~~NOTARY PUBLIC~~

STATE OF LOUISIANA

:

PARISH OF JEFFERSON

On this _____ day of _____, 1980, before me personally appeared:

BERNADINE BOURDIER ZIBILICH

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

STATE OF TEXAS

COUNTY OF HARRISON

On this _____ day of _____, 1980, before me personally appeared:

YVETTE MARIE BOUDREAUX LeFLEUR

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 1980, before me appeared:

R. H. DANIELSON

to me personally known, who, being by me duly sworn, did say that he is the Regional Vice President for AMOCO OIL COMPANY, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said R. H. Danielson acknowledged said instrument to be the free act and deed of said corporation.

_____
NOTARY PUBLIC

Clyde B. Huff, Clerk of Court

359

RECEIVED AND FILED
00 OCT -7 AM 10 17
CLERK OF COURT
JEFFERSON DAVIS PARISH

425214

STATE OF LOUISIANA :

PARISH OF JEFFERSON DAVIS

SURFACE LEASE

THIS LEASE is made and entered into by and between:

MARK W. BOUDREAUX, husband of Jenell Guidry, 2601 Petworth Court, Cincinnatti, Ohio 45236; WAYNE BOUDREAUX, husband of Vera Breaux, 1165 Ivanhoe Drive, N. Muskegan, Michigan 49445; CASTEX M. BOUDREAUX, husband of Lydia McBride, 1313 Tenth Street, Lake Charles, Louisiana, 70601; REUBEN RAYMOND BRUCE, husband of Marie Simoneaux, 439 E. Academy Avenue, Jennings, Louisiana 70546; RAYNELL MARIE BRUCE KIBODEAUX, divorced from Joseph Richard Kibodeaux, No. 10 Sun Meadow Drive, Friendswood, Texas 77566; PATRICIA GAY BRUCE HUFF, judicially separated from her husband, Robert Huff, 214 Morton Street, Jennings, Louisiana 70546; NELIA KAREN BRUCE GOLDMAN, wife of James O. Goldman, 2410 Pinehurst, Monroe, Louisiana 71201; WORRELL B. JOHNSON, husband of Dora Cary, P.O.Box 388, Welsh, Louisiana 70591; MRS. ORA JOHNSON MIGUEZ, wife of Adam Miguez, 114 Davies Street, Jennings, Louisiana 70546; O.W. JOHNSON, JR., divorced from Carolyn Leonard, P.O. Box 747, Welsh, Louisiana, 70591; RICHARD W. JOHNSON, husband of Nancy Watkins Johnson, P.O. Box 190, Welsh, Louisiana 70591; ALBERT SIDNEY JOHNSON, III, husband of Agnes Saulnier, 7805 E. Windfont, Parker, Colorado 80134; SANDRA LYNN TRAHAN, divorced from Markham Trahan, 124 Theo Road, Lafayette, Louisiana 70508; MILTON P. BOURDIER, husband of Margaret Bedgley, P.O. Box 601, Westlake, Louisiana 70669; ALFRED C. BOURDIER, husband of Gayle Hoffpauir, Route 11, Box 932, Lake Charles, Louisiana 70601; LYNN H. BOURDIER, husband of Eva Cutright, 416 Julius Street, Lake Charles, Louisiana, 70601; BERNADINE BOURDIER ZIBILICH, widow of William Zibilich, 125 Valentine Drive, Avondale, Louisiana 70094; ROSE MARIE BOURDIER PETITJEAN, wife of Lee J. Petitjean, 1451 Chateau Circle N, Lake Charles, Louisiana 70605; DAVID L. BOURDIER, husband of Janet Robicheaux, P.O. Box 762, Patterson, Louisiana 70392; and YVETTE MARIE BOUDREAUX LeFLEUR, wife of Elmer L. LeFleur, P.O. Box 1893, Marshall, Texas 75670, hereinafter referred to as "Lessors"

425214

and

AMOCO OIL COMPANY, a Maryland corporation, hereinafter referred to as "Lessee", 6 Executive Park Drive, Atlanta, Georgia 30329

WITNESSETH:

1.

Lessors, for the consideration hereinafter expressed, and on the terms and conditions hereinafter set forth do hereby lease, let and demise unto Lessee, its successors and assigns, the following described property, situated in the Parish of Jefferson Davis, Louisiana, to-wit:

> A certain tract of land on the West side of the Mermentau River in Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana, extending approximately 300 feet along the river by a depth of 586 feet more or less, and more particularly described as follows:
>
> Starting at a point 5771.6 feet East and 3253.8 feet South of the Northwest corner of Section 13, Township 10 South, Range 3 West; thence northeast along the mean low water line on the west bank of the Mermentau River a distance of 150 feet to a point; thence N. 62° 48' W a distance of 586 feet more or less to a point; thence S 27° 12' W a distance of 300 feet to a point; thence S 62° 48' E a distance of 586 feet more or less to a point; thence northeast along the mean low water line on the west bank of the Mermentau River a distance of 150 feet to the point of beginning.

II.

The property herein leased is to be used by Lessee as a site for a loading rack or terminal for the loading or unloading of oil, gasoline, condensates and other petroleum products to an from barges or boats in the Mermentau River, and for the construction, installation and maintenance of storage tanks, fire walls, pipes, pipe lines, buildings, machinery and any other property or equipment necessary or incidental for the said loading rack or terminal, including by way of illustration and not by way of limitation, the right to erect a residence or residences for Lessee's employees if desired, the right to drill a water well or water wells on the leased premises. This is a surface lease only and does not grant to Lessee the right to explore for oil, gas or other minerals - these rights being reserved unto Lessor, provided, however, that Lessor may not use the leased premises for the purpose of conducting operations in search of oil, gas or other minerals.

III.

The term of this lease shall be for a period of three (3) months, commencing July 29, 1980 and terminating October 28, 1980. Lessee agrees to pay Lessor as rental for said demised premises the sum of Twenty Thousand Dollars ($20,000) for the three-month period aforesaid, however, if Lessee exercises its option to renew as hereinafter provided, said Twenty Thousand Dollars ($20,000) rent shall apply to one full year tenancy under this lease expiring July 28, 1981.

IV.

Lessee shall have the option of extending this lease for a total of not more than One (1) Nine (9) year and Nine (9) months period and Two (2) Five (5) year periods, upon the same terms and conditions which were in effect during the original term.. The rental to be paid during the Nine (9) year Nine (9) months period shall be the sum of Twenty Thousand Dollars ($20,000) per year, payable yearly in advance. The rental during the Two (2) Five (5) year renewal periods shall be negotiated in good faith between the parties hereto, such negotiations to commence six months prior to the expiration of the then current term.

Lessee's failure to pay punctually any rental installment when due shall give the right to Lessors to terminate said lease or the right to declare all the remaining installments due and exigible.

In order to exercise any of said extension options, Lessee shall give to Lessor a written notice at least thirty (30) days prior to the expiration of the then current period, and the sending of such notice shall constitute the renewal and extension of this lease in accordance with the terms of such renewal option so exercised, without the necessity of the execution of a separate renewal lease.

V.

At the conclusion of said lease, Lessee shall within 60 days remove any and all of its property, fixtures, equipment and installations placed by it on said land during the term of this lease or any prior leases to which Lessee succeeded and to restore the premises to the original state as when received, as near as reasonably practicable. Should Lessee not remove the property within 60 days then Lessee shall pay Lessors a pro rata of the rent for each month or a fraction thereof until the property is removed.

VI.

Lessee shall be obligated to obtain all necessary permits from the Government of the United States or any Department thereof, or from the Government of the State of Louisiana, or any Department thereof, should the same be necessary, and Lessors make no warranty to Lessee concerning Lessee's ability or rights to conduct the type of business or operation on the leased premises which it seeks or may seek to do under this lease.

VII.

That at the present time there is a road maintained by Lessee through Lessor's property which affords Lessee ingress and egress to public roads, and Lessee agrees to maintain said private road in a reasonable state of repair, and should Lessee vacate the leased premises, then said road shall be left in its present location in a reasonable state of repair. Lessee shall have the right along the roadway to maintain, repair or remove presently installed telephone or telegraph wire or wires, or electrical wire or wires for the purpose of servicing Lessee's installations. Lessee shall have the right to maintain, repair and remove any pipe lines which it currently has through Lessor's property to Lessee's leased premises hereinabove described, provided, however, no additional pipe lines shall be laid through Lessors' property without Lessors' consent and approval.

VIII.

Lessee shall be fully responsible for all of its operations on the hereinabove described property and agrees to hold Lessors free from any liability which may be caused by Lessee's operations conducted hereunder.

IX.

All provisions hereof shall be binding upon the respective heirs, successors and assigns of Lessors and Lessee.

X.

The effective date of this lease shall be July 29, 1980, notwithstanding the dates which each party hereto has executed this lease.

XI.

That the rentals due hereunder shall be payable to the following named Lessors in the following proportions, to-wit:

MARK W. BOUDREAUX	6.25%
WAYNE BOUDREAUX	6.25%
CASTEX M. BOUDREAUX	12.5%
REUBEN RAYMOND BRUCE	13%
RAYNELL MARIE BRUCE KIBODEAUX	4%
PATRICIA GAY BRUCE HUFF	4%
NELIA KAREN BRUCE GOLDMAN	4%
WORRELL B. JOHNSON	5%
MRS. ORA JOHNSON MIGUEZ	10%
O.W. JOHNSON, JR.	2.5%
RICHARD W. JOHNSON	2.5%
ALBERT SIDNEY JOHNSON, III	2.5%
SANDRA LYNN TRAHAN	2.5%
MILTON F. BOURDIER	2.0833%
ALFRED C. BOURDIER	2.0833%
LYNN H. BOURDIER	2.0833%
BERNADINE BOURDIER ZIBILICH	2.0833%
ROSE MARIE BOURDIER PETITJEAN	2.0833%
DAVID L. BOURDIER	2.0835%
YVETTE MARIE BOUDREAUX LeFLEUR	12.5%

XII.

All notices given under this lease shall be deemed to be properly served if delivered in writing personally, or sent by certified mail to Lessor at the address shown in the first unnumbered paragraph of this lease or to Lessee at its office at P.O. Box 5077, Atlanta, Georgia 30302. Date of service of a notice served by mail shall be the date on which such notice is depos'ted in a post office of the United States Post Office Department.

XIII.

This agreement may be executed in as many counterparts as may be deemed necessary and when so executed each counterpart shall have the same effect as if all parties had executed the same document.

WITNESS the hands of all parties hereto in the presence of the undersigned witnesses, effective July 29, 1980.

WITNESSES:

Bobbie J. Overton

Betty L. Tarbox

Mark W. Boudreaux

Wayne Boudreaux

Castex M. Boudreaux, represented herein by Lydia M. Boudreaux, his agent and attorney-in-fact.

Reuben Raymond Bruce

Raynell Marie Bruce Kibodeaux

Patricia Gay Bruce Huff

Nelia Karen Bruce Goldman

Worrell B. Johnson

Mrs. Ora Johnson Miguez

O. W. Johnson, Jr.

Richard W. Johnson

Albert Sidney Johnson, III

Sandra Lynn Trahan

Milton F. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

David L. Bourdier

Yvette Marie Boudreaux LeFleur

LESSORS

AMOCO OIL COMPANY

BY: _____
R. H. Danielson,
Regional Vice President

LESSEE

STATE OF LOUISIANA

:

PARISH OF JEFFERSON DAVIS

On this _____ day of _____, 1980, before me personally appeared:

CASTEX M. BOUDREAUX, represented herein by Lydia M. Boudreaux, his agent and attorney-in-fact, REUBEN RAYMOND BRUCE, PATRICIA GAY BRUCE HUFF, WORRELL B. JOHNSON, MRS. ORA JOHNSON MIGUEZ, O. W. JOHNSON, JR., RICHARD W. JOHNSON, SANDRA LYNN TRAHAN, ALFRED C. BOURDIER, LYNN H. BOURDIER, ROSE MARIE BOURDIER PETITJEAN, DAVID L. BOURDIER, MILTON P. BOURDIER and MARK W. BOUDREAUX

to me known to be persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

_____
NOTARY PUBLIC

~~STATE OF OHIO~~

:

~~COUNTY OF HAMILTON~~

~~On this _____ day of _____, 1980, before me personally appeared:~~

~~MARK W. BOUDREAUX~~

~~to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.~~

_____
~~NOTARY PUBLIC~~

STATE OF MICHIGAN

:

COUNTY OF MUSKEGON

On this 7th day of August, 1980, before me personally appeared:

WAYNE BOUDREAUX

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Betty L. Tarbox
NOTARY PUBLIC
Muskegon County, Michigan

My commission expires: 11/10/80 Betty L. Tarbox

STATE OF TEXAS

:

COUNTY OF GALVESTON

On this _____ day of _____, 1980, before me personally appeared:

RAYNELL MARIE BRUCE KIBODEAUX

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

STATE OF LOUISIANA

:

PARISH OF OUACHITA

On this ____ day of _____, 1980, before me personally appeared:

NELIA KAREN BRUCE GOLDMAN

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

STATE OF COLORADO

:

COUNTY OF DOUGLAS

On this _____ day of _____, 1980, before me personally appeared:

ALBERT SIDNEY JOHNSON, III

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

~~STATE OF LOUISIANA~~

:

~~PARISH OF CALCASIEU~~

~~On this _____ day of _____, 1980, before me personally appeared:~~

~~MILTON F. BOURDIER~~

~~to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.~~

_____
~~NOTARY PUBLIC~~

STATE OF LOUISIANA

:

PARISH OF JEFFERSON

On this _____ day of _____, 1980, before me personally appeared:

BERNADINE BOURDIER ZIBILICH

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

STATE OF TEXAS

COUNTY OF HARRISON

On this _____ day of _____, 1980, before me personally appeared:

YVETTE MARIE BOUDREAUX LeFLEUR

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 1980, before me appeared:

R. H. DANIELSON

to me personally known, who, being by me duly sworn, did say that he is the Regional Vice President for AMOCO OIL COMPANY, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said R. H. Danielson acknowledged said instrument to be the free act and deed of said corporation.

_____
NOTARY PUBLIC

Clay P. Huff, Clerk of Court
EX-OFFICIO RECORDER

369

425215

RECEIVED AND FILED
00 OCT -7 AM 10 18
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA :

PARISH OF JEFFERSON DAVIS

SURFACE LEASE

THIS LEASE is made and entered into by and between:

MARK W. BOUDREAUX, husband of Jenell Guidry, 2601 Petworth Court, Cincinnatti, Ohio 45236; WAYNE BOUDREAUX, husband of Vera Breaux, 1165 Ivanhoe Drive, N. Muskegan, Michigan 49445; CASTEX M. BOUDREAUX, husband of Lydia McBride, 1313 Tenth Street, Lake Charles, Louisiana, 70601; REUBEN RAYMOND BRUCE, husband of Marie Simoneaux, 439 E. Academy Avenue, Jennings, Louisiana 70546; RAYNELL MARIE BRUCE KIBODEAUX, divorced from Joseph Richard Kibodeaux, No. 10 Sun Meadow Drive, Friendswood, Texas 77566; PATRICIA GAY BRUCE HUFF, judicially separated from her husband, Robert Huff, 214 Morton Street, Jennings, Louisiana 70546; NELIA KAREN BRUCE GOLDMAN, wife of James O. Goldman, 2410 Pinehurst, Monroe, Louisiana 71201; WORRELL B. JOHNSON, husband of Dora Cary, P.O.Box 388, Welsh, Louisiana 70591; MRS. ORA JOHNSON MIGUEZ, wife of Adam Miguez, 114 Davies Street, Jennings, Louisiana 70546; O.W. JOHNSON, JR., divorced from Carolyn Leonard, P.O. Box 747, Welsh, Louisiana, 70591; RICHARD W. JOHNSON, husband of Nancy Watkins Johnson, P.O. Box 190, Welsh, Louisiana 70591; ALBERT SIDNEY JOHNSON, III, husband of Agnes Saulnier, 7805 E. Windfont, Parker, Colorado 80134; SANDRA LYNN TRAHAN, divorced from Markham Trahan, 124 Theo Road, Lafayette, Louisiana 70508; MILTON F. BOURDIER, husband of Margaret Badgley, P.O. Box 601, Westlake, Louisiana 70669; ALFRED C. BOURDIER, husband of Gayle Hoffpauir, Route 11, Box 932, Lake Charles, Louisiana 70601; LYNN H. BOURDIER, husband of Eva Cutright, 416 Julius Street, Lake Charles, Louisiana, 70601; BERNADINE BOURDIER ZIBILICH, widow of William Zibilich, 125 Valentine Drive, Avondale, Louisiana 70094; ROSE MARIE BOURDIER PETITJEAN, wife of Lee J. Petitjean, 1451 Chateau Circle N, Lake Charles, Louisiana 70605; DAVID L. BOURDIER, husband of Janet Robicheaux, P.O. Box 762, Patterson, Louisiana 70392; and YVETTE MARIE BOUDREAUX LeFLEUR, wife of Elmer L. LeFleur, P.O. Box 1893, Marshall, Texas 75670, hereinafter referred to as "Lessors"

425215

and

AMOCO OIL COMPANY, a Maryland corporation, hereinafter referred to as "Lessee", 6 Executive Park Drive, Atlanta, Georgia 30329

WITNESSETH:

1.

Lessors, for the consideration hereinafter expressed, and on the terms and conditions hereinafter set forth do hereby lease, let and demise unto Lessee, its successors and assigns, the following described property, situated in the Parish of Jefferson Davis, Louisiana, to-wit:

A certain tract of land on the West side of the Mermentau River in Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana, extending approximately 300 feet along the river by a depth of 586 feet more or less, and more particularly described as follows:

Starting at a point 5771.6 feet East and 3253.8 feet South of the Northwest corner of Section 13, Township 10 South, Range 3 West; thence northeast along the mean low water line on the west bank of the Mermentau River a distance of 150 feet to a point; thence N. 62° 48' W a distance of 586 feet more or less to a point; thence S 27° 12' W a distance of 300 feet to a point; thence S 62° 48' E a distance of 586 feet more or less to a point; thence northeast along the mean low water line on the west bank of the Mermentau River a distance of 150 feet to the point of beginning.

II.

The property herein leased is to be used by Lessee as a site for a loading rack or terminal for the loading or unloading of oil, gasoline, condensates and other petroleum products to an from barges or boats in the Mermentau River, and for the construction, installation and maintenance of storage tanks, fire walls, pipes, pipe lines, buildings, machinery and any other property or equipment necessary or incidental for the said loading rack or terminal, including by way of illustration and not by way of limitation, the right to erect a residence or residences for Lessee's employees if desired, the right to drill a water well or water wells on the leased premises. This is a surface lease only and does not grant to Lessee the right to explore for oil, gas or other minerals - these rights being reserved unto Lessor, provided, however, that Lessor may not use the leased premises for the purpose of conducting operations in search of oil, gas or other minerals.

III.

The term of this lease shall be for a period of three (3) months, commencing July 29, 1980 and terminating October 28, 1980. Lessee agrees to pay Lessor as rental for said demised premises the sum of Twenty Thousand Dollars ($20,000) for the three-month period aforesaid, however, if Lessee exercises its option to renew as hereinafter provided, said Twenty Thousand Dollars ($20,000) rent shall apply to one full year tenancy under this lease expiring July 28, 1981.

IV.

Lessee shall have the option of extending this lease for a total of not more than One (1) Nine (9) year and Nine (9) months period and Two (2) Five (5) year periods, upon the same terms and conditions which were in effect during the original term. The rental to be paid during the Nine (9) year Nine (9) months period shall be the sum of Twenty Thousand Dollars ($20,000) per year, payable yearly in advance. The rental during the Two (2) Five (5) year renewal periods shall be negotiated in good faith between the parties hereto, such negotiations to commence six months prior to the expiration of the then current term.

Lessee's failure to pay punctually any rental installment when due shall give the right to Lessors to terminate said lease or the right to declare all the remaining installments due and exigible.

In order to exercise any of said extension options, Lessee shall give to Lessor a written notice at least thirty (30) days prior to the expiration of the then current period, and the sending of such notice shall constitute the renewal and extension of this lease in accordance with the terms of such renewal option so exercised, without the necessity of the execution of a separate renewal lease.

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V.

At the conclusion of said lease, Lessee shall within 60 days remove any and all of its property, fixtures, equipment and installations placed by it on said land during the term of this lease or any prior leases to which Lessee succeeded and to restore the premises to the original state as when received, as near as reasonably practicable. Should Lessee not remove the property within 60 days then Lessee shall pay Lessors a pro rata of the rent for each month or a fraction thereof until the property is removed.

VI.

Lessee shall be obligated to obtain all necessary permits from the Government of the United States or any Department thereof, or from the Government of the State of Louisiana, or any Department thereof, should the same be necessary, and Lessors make no warranty to Lessee concerning Lessee's ability or rights to conduct the type of business or operation on the leased premises which it seeks or may seek to do under this lease.

VII.

That at the present time there is a road maintained by Lessee through Lessor's property which affords Lessee ingress and egress to public roads, and Lessee agrees to maintain said private road in a reasonable state of repair, and should Lessee vacate the leased premises, then said road shall be left in its present location in a reasonable state of repair. Lessee shall have the right along the roadway to maintain, repair or remove presently installed telephone or telegraph wire or wires, or electrical wire or wires for the purpose of servicing Lessee's installations. Lessee shall have the right to maintain, repair and remove any pipe lines which it currently has through Lessor's property to Lessee's leased premises hereinabove described, provided, however, no additional pipe lines shall be laid through Lessors' property without Lessors' consent and approval.

VIII.

Lessee shall be fully responsible for all of its operations on the hereinabove described property and agrees to hold Lessors free from any liability which may be caused by Lessee's operations conducted hereunder.

IX.

All provisions hereof shall be binding upon the respective heirs, successors and assigns of Lessors and Lessee.

X.

The effective date of this lease shall be July 29, 1980, notwithstanding the dates which each party hereto has executed this lease.

XI.

That the rentals due hereunder shall be payable to the following named Lessors in the following proportions, to-wit:

MARK W. BOUDREAUX	6.25%
WAYNE BOUDREAUX	6.25%
CASTEX M. BOUDREAUX	12.5%
REUBEN RAYMOND BRUCE	13%
RAYNELL MARIE BRUCE KIBODEAUX	4%
PATRICIA GAY BRUCE HUFF	4%
NELIA KAREN BRUCE GOLDMAN	4%
WORRELL B. JOHNSON	5%
MRS. ORA JOHNSON MIGUEZ	10%
O.W. JOHNSON, JR.	2.5%
RICHARD W. JOHNSON	2.5%
ALBERT SIDNEY JOHNSON, III	2.5%
SANDRA LYNN TRAHAN	2.5%
MILTON F. BOURDIER	2.0833%
ALFRED C. BOURDIER	2.0833%
LYNN H. BOURDIER	2.0833%
BERNADINE BOURDIER ZIBILICH	2.0833%
ROSE MARIE BOURDIER PETITJEAN	2.0833%
DAVID L. BOURDIER	2.0835%
YVETTE MARIE BOUDREAUX LeFLEUR	12.5%

XII.

All notices given under this lease shall be deemed to be properly served if delivered in writing personally, or sent by certified mail to Lessor at the address shown in the first unnumbered paragraph of this lease or to Lessee at its office at P.O. Box 5077, Atlanta, Georgia 30302. Date of service of a notice served by mail shall be the late on which such notice is deposited in a post office of the United States Post Office Department.

XIII.

This agreement may be executed in as many counterparts as may be deemed necessary and when so executed each counterpart shall have the same effect as if all parties had executed the same document.

WITNESS the hands of all parties hereto in the presence of the undersigned witnesses, effective July 29, 1980.

WITNESSES:

Mark W. Boudreaux

Wayne Boudreaux

Castex M. Boudreaux, represented herein by Lydia M. Boudreaux, his agent and attorney-in-fact.

Reuben Raymond Bruce

Raynell Marie Bruce Kibodeaux

Patricia Gay Bruce Huff

Nelia Karen Bruce Goldman

Worrell B. Johnson

Mrs. Ora Johnson Miguez

O. W. Johnson, Jr.

Richard W. Johnson

Albert Sidney Johnson, III

Sandra Lynn Trahan

Milton F. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Steve Zibilich

Kelly M. Coleman

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

David L. Bourdier

Yvette Marie Boudreaux LeFleur

LESSORS

AMOCO OIL COMPANY

BY: _____
R. H. Danielson,
Regional Vice President

LESSEE

STATE OF LOUISIANA

:

PARISH OF JEFFERSON DAVIS

On this 18th day of August, 1980, before me personally appeared:

CASTEX M. BOUDREAUX, represented herein by Lydia M. Boudreaux, his agent and attorney-in-fact, REUBEN RAYMOND BRUCE, PATRICIA GAY BRUCE HUFF, WORRELL B. JOHNSON, III, ORA JOHNSON MIGUEZ, O. W. JOHNSON, JR., RICHARD W. JOHNSON, SANDRA LYNN TRAHAN, ALFRED C. BOURDIER, LYNN H. BOURDIER, ROSE MARIE BOURDIER PLAITJEAN, DAVID L. BOURDIER, MILTON F. BOURDIER and MARK W. BOUDREAUX

to me known to be persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

NOTARY PUBLIC

~~STATE OF OHIO~~

:

~~COUNTY OF HAMILTON~~

~~On this _____ day of _____, 1980, before me personally appeared:~~

~~MARK W. BOUDREAUX~~

~~to me known to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same as his free act and deed.~~

~~NOTARY PUBLIC~~

STATE OF MICHIGAN

:

COUNTY OF MUSKEGAN

On this ____ day of _____, 1980, before me personally appeared:

WAYNE BOUDREAUX

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

STATE OF TEXAS

:

COUNTY OF GALVESTON

On this _____ day of _____, 1980, before me personally appeared:

RAYNELL MARIE BRUCE KIBODEAUX

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

NOTARY PUBLIC

STATE OF LOUISIANA

:

PARISH OF OUACHITA

On this ____ day of _____, 1980, before me personally appeared:

NELIA KAREN BRUCE GOLDMAN

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

STATE OF COLORADO

:

COUNTY OF DOUGLAS

On this _____ day of _____, 1980, before me personally appeared:

ALBERT SIDNEY JOHNSON, III

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

~~STATE OF LOUISIANA~~

:

~~PARISH OF CALCASIEU~~

~~On this _____ day of _____, 1980, before me personally appeared:~~

~~MILTON P. BOURDIER~~

~~to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.~~

_____
~~NOTARY PUBLIC~~

STATE OF LOUISIANA

:

PARISH OF JEFFERSON

On this 1st day of August, 1980, before me personally appeared:

BERNADINE BOURDIER ZIBILICH

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Cindy L. Valence
NOTARY PUBLIC

STATE OF TEXAS

COUNTY OF HARRISON

On this _____ day of _____, 1980, before me personally appeared:

YVETTE MARIE BOUDREAUX LeFLEUR

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

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STATE OF _____

COUNTY OF _____

On this _____ day of _____, 1980, before me appeared:

R. H. DANIELSON

to me personally known, who, being by me duly sworn, did say that he is the Regional Vice President for AMOCO OIL COMPANY, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said R. H. Danielson acknowledged said instrument to be the free act and deed of said corporation.

_____
NOTARY PUBLIC

Guy B. Huff, Clerk of Court

425873 413

RECEIVED AND FILED
1980 NOV 12 AM 9 19
CLERK OF COURT
JEFFERSON DAVIS PARISH

ASSIGNMENT OF UNDIVIDED INTEREST IN OIL, GAS AND MINERAL LEASES

STATE OF LOUISIANA I
PARISH OF JEFFERSON DAVIS I

KNOW ALL MEN BY THESE PRESENTS THAT:

FOR AND IN THE CONSIDERATION OF TEN DOLLARS ($10.00) and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, CARPENTER OIL & GAS CO., a Virginia corporation, whose mailing address is 645 Campbell Centre II, 8150 North Central Expressway, Dallas, Texas 75206, (hereinafter referred to as "ASSIGNOR") does hereby bargain, grant, sell, assign and convey unto CROWN CENTRAL PETROLEUM CORPORATION, whose address is 4747 Bellaire Boulevard, Bellaire, Texas 77401, (hereinafter referred to as "ASSIGNEE"). all its right, title and interest in and to the Oil, Gas and Mineral Leases set out and described in the schedule attached hereto and marked Exhibit "A", and made a part hereof for all purposes.

This assignment is made without warranty but with full substitution and subrogation of all rights and actions in warranty. It us further understood by and between the parties to this Assignment that as additional consideration to Assignor, Assignee agrees to indemnify, hold harmless and defend Assignor against any and all claims and/or actions which may arise as a result of the actions and/or inactions of or by Assignee or subsequent Assigness and/or holders of the leases described in Exhibit "A".

425873

IN WITNESS WHEREOF, this instrument is executed this 2nd day of October, 1980.

WITNESSES:
John M. Pingree
Faye Alston

CARPENTER OIL & GAS CO.
Joe E. Vaughan
Joe E. Vaughan, President

WITNESSES:
E. A. Summers
Susan Graugnard

CROWN CENTRAL PETROLEUM CORPORATION
R. M. Kobdish
R. M. Kobdish, Vice President

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STATE OF TEXAS X
COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, on this day personally appeared Joe E. VAUGHAN, PRESIDENT of CARPENTER OIL & GAS CO., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day of October, 1980.

Dana Clark
Notary Public in and for
Dallas County, Texas

My commission expires:
4-14-84

STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared, R.M. KOBDISH, VICE PRESIDENT of CROWN CENTRAL PETROLEUM CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of said corproation and the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of NOVEMBER, 1980.

Lynne Crowe
Notary Public in and for
Harris County, Texas

My commission expires:
6-9-84

Notary Public in and for Harris County, Texas.
My Commission Expires June 9, 1984.

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF
THAT CERTAIN ASSIGNMENT DATED
October 2, 1980, FROM
CARPENTER OIL & GAS CO.
TO
CROWN CENTRAL PETROLEUM CORPORATION

LA-323A Oil, Gas and Mineral Lease dated June 16, 1976, executed by Castex M. Boudreaux, et al to Paul E. Brummett covering 774.21 acres, more or less situated in Section 39, T10S-R3W and Sections 13 and 17, T10S-R2W, recorded in Book 427, Page 415 in the Conveyance Records of Jefferson Davis Parish, Louisiana.

and

LA-323B Oil, Gas and Mineral Lease dated June 16, 1976 executed by Mark A. Boudreaux to Paul E. Brummett covering 774.21 acres, more or less, situated in Section 39, T10S-R3W and Sections 13 and 17, T10S-R2W recorded in Book 427, Page 407 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

and

LA-323C Oil,Gas and Mineral Lease dated June 16, 1976 executed by Albert Sidney Johnson, III, to Paul E. Brummett covering 774.21 acres, more or less situated in Section 39, T10S-R3W and Sections 13 and 17, T10S-R2W. recorded om Book 427, Page 423 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

Gay B. Huff, Clerk of Court
& EX-OFFICIO RECORDER
xxxx

267

427994

RECEIVED AND FILED
1981 MAR -9 AM 8:42
CLERK OF COURT
JEFFERSON DAVIS PARISH 14TH JUDICIAL DISTRICT COURT

SUCCESSION OF : PARISH OF CALCASIEU

NO. 21,359 : STATE OF LOUISIANA

CASTEX MILTON BOUDREAUX :

FILED: MAR 6 1981 : JERI D. MORIN
DEPUTY CLERK OF COURT

JUDGMENT OF POSSESSION

Considering the petition for possession and the record of this proceeding, satisfactory proof having been submitted to the Court that all inheritance taxes due by the heir and only legatee has been paid, and that there is no necessity for an administration of this succession, the law and evidence entitling petitioner to the relief prayed for, and for the reasons this day orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED that LYDIA M. BOUDREAUX, born McBride, widow of Castex Milton Boudreaux, be and she is hereby recognized as the surviving spouse of the decedent, Castex M. Boudreaux, and as such, she is declared to be the owner of an undivided one-half interest of the property belonging to the community of acquets and gains existing between her and the decedent.

427994

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Lydia M. Boudreaux, born McBride, widow of Castex Milton Boudreaux, be and she is hereby recognized as the sole and only legatee of the decedent, Castex Milton Boudreaux, and as such, she is hereby declared to be the owner and hereby sent into possession of all of the property and estate belonging to the decedent.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property belonging to the estate of the decedent includes, but is not limited to, the following described property, to-wit:

I. Separate property

1. (a) An undivided one-fourth (¼) interest in and to:

A certain tract or parcel of land in Acadia Parish, Louisiana, containing 40 acres, more or less, situated in Irregular Section 25, Township 10 South, Range 2 West, more fully described and bounded now or formerly as follows, to-wit: Bounded on the Northeast by lands of A. C. Boudreaux Estate; Southwest by lands of Ray Richard, formerly Martin Richard and/or West line of said Section 25, Northwest by lands of F. Gotreaux, and Southeast by lands of Charles T. Duhon Estate.

(b) An undivided one-fourth (¼) interest in and to:

That certain tract of land containing 84 acres, more or less, situated in Acadia Parish, Louisiana, and located in Section 25, Township 10 South, Range 2 West, La. Mer., Acadia Parish, Louisiana, and bounded Northeast by the Latrielle Estate, Inc., Southeast by Rosa Belle Duhon, Southwest by Mrs. Rosa Boudreaux, Gus Godeaux and Frank R. Burris, et als, and Northwest by the Mermentau River, together with all the improvements thereon situated. Said property having been acquired by Adolph C. Boudreaux from Albert Green by deed bearing File No. 34274 and recorded in Conveyance Book S-2, at page 274, records of Acadia Parish, Louisiana

2. An undivided one-fourth (¼) interest in and to:

A certain tract or parcel of land containing 7.5 acres, more or less, situated in Irregular Section 24, Township 10 South, Range 2 West, in Acadia Parish, Louisiana and more fully described as bounded now or formerly as follows, to-wit: Bounded on the Northeast by East line of said Section 24, Southwest by lands of the Texas Company; Southeast by lands of Ray Richard, formerly Martin Richard and Northwest by lands of the Texas Company

3. An undivided one-fourth (¼) interest in and to:

That certain tract of land containing 20 acres, more or less, situated in the Southeast Quarter of Section 72, Township 10 South, Range 2 West, La. Mer., Acadia Parish, Louisiana, bounded now or formerly as follows: North by Arthur Crawford and the Estate of Thomas V. Crawford; East by Alphee Simon; South by Mrs. Arthur Crawford and the Estate of Thomas V. Crawford.

4. An undivided one-fourth (¼) interest in and to:

That certain tract of land containing 18.75 acres, more or less, situated in Section 1, Township 11 South, Range 2 West, La. Mer., Acadia Parish, Louisiana, bounded now or formerly as follows: North by F. P. Breaux and Arthur Crawford and Estate of Thomas V. Crawford; East by Clemile Trahan and West by the Estate of J. S. Mauboules

5. An undivided one-sixth (1/6) interest in and to:

Lot 6 of Block 11; Lot 9 of Block 34; Lots 4, 5, 6 and 7 of Block 35; and Lot 1 of Block 40, all in the Village of Mermentau, Acadia Parish, Louisiana

6. An undivided one-fourth (¼) interest in and to:

That certain tract of land containing 54 acres, more or less, situated in Acadia Parish, Louisiana, and located in the Northwest Quarter of Section 5, Township 11 South, Range 2 West, La. Mer., bounded North by Oneal Legros Estate, East by Alphee LeBlanc Estate; South by Jules S. Mauboules Estate, and West by Jerry S. Ashley, Joseph Jeanise and Lula H. Jeanise, together with the improvements thereon situated. Said property having been acquired by Adolph C. Boudreaux from the Succession of Aurelien LeBlanc by deed bearing File No. 97203, recorded in Conveyance Book Q-4, page 159, records of Acadia Parish, Louisiana

7. An undivided one-fourth (¼) interest in and to:

That certain tract of land containing Five (5) acres, more or less, situated in Acadia Parish, Louisiana, and located in Section 7, Township 11 South, Range 2 West, La. Mer., and bounded North by Romain and Oday LeBlanc and August Benoit, and P. C. Smith Estate, and Mrs. Prevost LeBlanc; East by Pierre Trahan; South by Texas Company and West by Romain and Oday LeBlanc and August Benoit and P. C. Smith Estate. Said property having been acquired by Adolph C. Boudreaux from the Succession of Aurelien LeBlanc by deed bearing File No. 97203, recorded in Conveyance Book Q-4, page 159, records of Acadia Parish, Louisiana

8. An undivided one-twelfth (1/12) interest in and to:

That certain tract of land containing 20 acres, more or less, situated in Section 61, Township 10 South, Range 2 West, in Acadia Parish, Louisiana, bounded North, East, South and West by Lovic C. Desormeaux

9. An undivided one-fourth (¼) interest in and to:

Lots 10 and 11 of Block 6 of Richard Subdivision of Lot 3 of Section 14, Township 10 South, Range 2 West, La. Mer., situated in Jefferson Davis Parish, Louisiana, together with the improvements thereon situated. Said property having been acquired by Adolph C. Boudreaux from John Campbell, by deed bearing File No. 78142, recorded in Conveyance Book No. 48, at page 522, records of Jefferson Davis Parish, Louisiana

10. An undivided one-eighth (1/8) interest in and to the following:

That tract of property in Jefferson Davis Parish, Louisiana, with all improvements thereon located and situated; together with all of the oil, gas and minerals underlying, or which may be produced therefrom, together with that oil, gas and other mineral royalty right equal to 3/32 or .093750 of the whole of all oil, gas and other minerals which may be produced from the whole of said tract which contains 1,125.35 acres, more or less, the whole of said tract of land is described as follows, to-wit:

(a) Section 39, Township 10 South, Range 3 West, La. Mer., except that portion lying in triangular form West of the East boundary line of Section 14 if extended through said Section 39; (b) Lot 2 of Fractional Section 13 in Township 10 South, of Range 3 West, La. Mer., (c) Section 17 in Township 10 South, of Range 2 West, La. Mer., except the 328 acres, more or less, of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey made by E. J. Mead, C.E., dated in (1921); including the two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. S. Alston & Co., and (d) Section 18 in Township 10 South, of Range 2 West, La. Mer., lying between the Southeast corner of the foredescribed Section 39 on the West and the Mermentau River on the

East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolph C. Boudreaux acquired the said property from Jean Castex, Jr., and which act is recorded in Jefferson Davis Parish, Louisiana, LESS AND EXCEPT AND NOT INCLUDED in the aforedescribed tract is the surface only of those 10 acre parcels of property described as follows and designated as "First" and "Second", to-wit:

First. That ten acre parcel of land situated in Section 18, Township 10 South, Range 2 West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolph C. Boudreaux to Pelican Oil Purchasers, Inc., by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit:

Starting at the Northwest corner of Section 18, Township 10 South, Range 2 West, at a one-and-a-quarter (1¼") inch galvanized iron pipe on the right descending bank of the Mermentau River on the line between Township 10 South, Range 2 and 3 West; thence South 51° 13' East, 276.5 feet; thence South 53° 00' East, 600 feet to a one-and-a-quarter (1¼") inch galvanized pipe, the lower front corner of the Robira Ten (10) acre tract for a point of beginning; thence following the right bank of the Mermentau River South 65° 30' East, 450 feet; thence South 84° 00' East, 250 feet; thence leaving the River and running South 37° 00' West, 693.5 feet; thence North 72° 06' West, 691.5 feet to lower side line of the Robira ten acre tract; thence following said line North 37° 00' East, 693.5 feet to place of beginning and containing ten acres; as per plat by F. Shutts Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by ten acre tract owned by John J. Robira, his widow, heirs and assigns, on the West by other land of Albert Sidney Johnson and Adolph C. Boudreaux.

Second. That certain parcel of land comprising ten acres, more or less, situated in Section 18, Township 10 South, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by Albert Sidney Johnson and Adolph C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, page 101, of the records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the corner between Section 18, Township 10 South, Range 3 West, said corner being on the right descending bank of the Mermentau River; thence South 37° West, 368 feet to a one-and-a-quarter (1¼") inch galvanized pipe; thence South 53° East, 272.4 feet to the line between Section 18, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West, 921 feet South of the corner between the two said Sections; thence South 53° East, 327.6 feet to a one-and-a-quarter (1¼") inch galvanized iron pipe; thence North 37° East, 726 feet to a one-and-a-quarter (1¼") inch galvanized pipe on the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1¼") inch galvanized iron pipe; thence South 37° West, 358 feet to the point of beginning and containing ten acres.

11. An undivided one-fourth (¼) interest in and to:

Lot 621 in the Subdivision of the North half of Southeast Quarter of Southwest Quarter of Section 30, Township 9 South, Range 10 West, La. Mer., acquired by Adolph C. Boudreaux from Mutual Sulphur Oil Co. by deed bearing File No. 32606, recorded in Conveyance Book 151, page 437, records of Calcasieu Parish, Louisiana, situated in Calcasieu Parish, Louisiana

II. Community property

1. The following described property situated in the City of Lake Charles, Parish of Calcasieu, State of Louisiana, to-wit:

Lot Twenty-four (24) of Block Nine (9) of Edgemont, a subdivision in the City of Lake Charles, Louisiana, as per plat recorded, together with all improvements thereon situated

2. 40 shares of stock in Hunter Huddle Company, Inc. valued at $100.00 per share

3. Calcasieu Marine National Bank Savings Time Certificate No. 18444, dated November 4, 1980, in the name of Mrs. Castex Boudreaux

4. First Federal Savings & Loan Association, Lake Charles, Louisiana, 30 months Money Market Certificate No. 910631 dated June 18, 1980, in the name of Mr. or Mrs. Castex Boudreaux

5. Checking Account in Calcasieu Marine National Bank, Lake Charles, Louisiana, in name of Mrs. Castex Boudreaux Special Account, being Customer No. 01205137,

6. Miscellaneous household goods and personal items

IT IS FURTHER ORDERED that all banks, trust companies, insurance companies, savings and loan associations, and all other persons, partnerships, unincorporated associations, or corporations, or anyother person or entity having on deposit or in their possession, under their control, any money credits, stocks, dividends, bonds, or anyother property belonging to the succession of the deceased, CASTEX MILTON BOUDREAUX, is hereby required and ordered to deliver or transfer same to Lydia M. Boudreaux, born McBride.

JUDGMENT READ AND SIGNED in Chambers in Lake Charles, Louisiana, on this 6 day of March, 1981.

/s/ John A. Patin
DISTRICT JUDGE

A TRUE COPY
LAKE CHARLES, LOUISIANA
MAR 6 - 1981

DEPUTY CLERK OF COURT
CALCASIEU PARISH, LOUISIANA

GAY B. HUFF, CLERK OF COURT.
Ex-Officio Recorder.

YVETTE MARIE BOUDREAUX LEFLEUR TO LYNAL, INC. OGML

370

FORM 42 CPM—NEW SOUTH LOUISIANA REVISED FOUR 141—FOOLING REVISED "A"

431253.

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of JULY 21, 1981

by and between YVETTE MARIE BOUDREAUX LEFLEUR, wife of Elmer L. LeFleur, whose address is P. O. Box 1893, Marshal, Texas 75670

herein called "Lessor" (whether one or more) and LYNAL, INC., P. O. Box 52185, Lafayette, Louisiana 70505

hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of ONE HUNDRED DOLLARS AND OTHER VALUABLE ($100.00 & OVO hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

SECTION 39, TOWNSHIP 10 SOUTH, RANGE 3 WEST
SECTIONS 17 and 18, TOWNSHIP 10 SOUTH, RANGE 2 WEST

431253

All of the lands acquired by Albert Sidney Johnson and Adolphe C. Boudreaux from Jean Castex, Jr. by Act of Sale dated April 30, 1934, recorded under File No. 81759 of the Conveyance Records of Jefferson Davis Parish, Louisiana, insofar, and only insofar, as said lands fall and lie east of a north-south line having a Lambert Coordinate of X = 1,591,150 feet; LESS AND EXCEPT, however, all lands situated within the geographical boundaries of the following described units:

(1) HET 1 SUA created by Louisiana Department of Conservation Order No. 101-E, effective December 1, 1962;

(2) 10,200 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-C, effective April 1, 1962, as amended by Order No. 101-C-1, effective December 9, 1971; LESS AND EXCEPT all rights below the stratigraphic equivalent of the top of the 10,600 foot sand as defined in Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962, insofar and only insofar, as said rights underlie a tract of land containing 70.51 acres situated in Section 39, Township 10 South, Range 3 West, and more fully described in an oil and gas lease dated July 6, 1971, granted to Ruffin T. Lowry and recorded in Conveyance Book 358, at Page 846, under File No. 352892, Records of Jefferson Davis Parish, Louisiana, said rights under said tract being leased herein.

(3) 10,600 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962.

And, also, LESS AND EXCEPT, the following described tracts:

(1) That ten acre parcel of land situated in Section Eighteen (18), Township Ten (10) South of Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10-acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence, leaving the River and running South 37° 00' West 693.5 feet; thence, North 72° 06' West 691.5 feet to lower side line of the Robira 10 acres; thence, following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by P. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

(2) That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the Corner between Section Eighteen (18) Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 53° East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West 921 feet South of the corner between the two said Sections; thence, South 53° East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37° East 726 Feet to a one-and-a-quarter (1¼1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River; thence North 53° West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing ten (10) acres.

Wherever the designation "one-eighth (1/8)" appears in paragraph 7 below, the designation "one-fifth (1/5)" shall be substituted therefor.

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably possible; and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

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CLERK OF COURT
JEFFERSON DAVIS PARISH

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 450.84 acres, whether it actually comprises more or less.

This lease shall be for a term of Three (3) years and No (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on August 11, 1982, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of ONE HUNDRED TEN Dollars ($ 110.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned, and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods, ONE HUNDRED TEN Dollars ($ 110.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE ATTACHED RENTAL DIVISION ORDER Bank of , which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. Anything to the contrary herein notwithstanding, it is provided that if any portion of the lands held hereunder should be unitized with other lands, then said drilling or reworking operations on or unit production from any unit shall only maintain this lease as to the land included in such unit. It is further provided, however, that when this lease is being maintained as to a unit or units by such unit operations or production, lessee's rights hereunder may also be maintained as to all or any part of the land not included in any such unit by rental payments as to such outside land, or by non-unit drilling or reworking operations or non-unitized production (whether the well is within or without the boundaries of a unit), in the same manner as is herein elsewhere provided for maintaining lessee's rights hereunder; and lessee's rights as to such outside land may be so maintained by rental payments during and for TWO years after the end of the primary term of this lease. In connection with the foregoing, it is also provided that if lessee's rights are not being separately maintained as to the acreage outside of such unit or units on the date of the commencement of the unit operations or of the unit production, whichever occurs first, then such commencement date shall be considered equivalent to a date of cessation of production from such outside lands for the purpose of fixing the delay for the payment of rentals or for beginning operations or production thereon. It is also further provided that utilization of any portion of the lands held hereunder shall not affect lessee's right to maintain this lease by shut-in gas payments as herein elsewhere provided for; but any such shut-in payment so made (whether the shut-in well be within or without a unit) shall be based on and shall maintain lessee's rights in all the land held hereunder except any part of said land or to which this lease is being separately maintained by operations, production or rental payments as heretofore provided for in this paragraph.

The consideration paid by Lessee is accepted as full and adequate consideration for all rights, options and privileges herein granted.

This lease may be executed in counterpart or may be ratified by separate instruments and shall be binding on all parties who so execute or ratify it whether or not it is executed by all of the parties herein named.

Lessor agrees that each of the above named parties owns and shall be entitled to receive that fractional part of the delay rentals set out opposite his or her name below. Each respective Lessor designates the bank named opposite his or her name as the depositary for payment or tender of his or her proportionate part of the rentals in accordance with the provisions of this lease.

NAME	AMOUNT	DEPOSITORY
YVETTE MARIE BOUDREAUX LEFLEUR	$ 6,199.05	PEOPLES STATE BANK MARSHAL, TEXAS

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

Ernie Wilson

Terri Waldrop

Yvette Marie Boudreaux Le Fleur

YVETTE MARIE BOUDREAUX LEFLEUR

SS# [redacted]

STATE OF TEXAS }
PARISH (OR COUNTY) OF HARRISON }

On this 19th day of August, 1991 before me personally appeared YVETTE MARIE BOUDREAUX LEFLEUR to me known to be the person described in and who executed the foregoing instrument, and acknowledged that SHE executed the same as HER free act and deed.

Notary Public.

STATE OF }
PARISH (OR COUNTY) OF }

On this day of, 19, before me personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed.

Notary Public.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF }

BEFORE ME, the undersigned Notary Public, on this day personally appeared who, being by me duly sworn, stated under oath that was one of the subscribing witnesses to the foregoing instrument and that the same was signed by

(Lessor, as above mentioned) in presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me, 19

Notary Public in and for Parish, Louisiana.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF }

BEFORE ME, the undersigned Notary Public, on this day personally appeared who, being by me duly sworn, stated under oath that was one of the subscribing witnesses to the foregoing instrument and that the same was signed by

(Lessor, as above mentioned) in presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me, 19

Notary Public in and for Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF }
PARISH (OR COUNTY) OF }

ON THIS day of, 19, before me appeared to me personally known, who, being by me duly sworn, did say that he is the of the and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said acknowledged said instruments to be the free act and deed of said corporation.

Notary Public.

No.

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM

TO

Dated, 19

No. of Acres, Parish, Louisiana

Term,

This instrument was filed for record on the day of, 19, at o'clock M., and duly recorded in Book, Page, of the records of this office.

By, Deputy

GAY B. HUFF, CLERK OF COURT.
Ex-Officio Recorder.

43.00

376 BATH @ CRAM

FORM 45 CPM—NEW SOUTH LOUISIANA REVISED FOUR-WAY POOLING REVISED

431254

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of JULY 21 19 81

by and between

BERNICE FOREMAN BOUDREAUX, widow of Mark A. Boudreaux, whose address is 3823 Fox Run Drive, Apt. 1329, Cincinnati, Ohio 45236.

MARK W. BOUDREAUX, husband of Jennell Guidry, whose address is 260 Petworth Court, Cincinnati, Ohio 45236.

WAYNE BOUDREAUX, husband of Vera Breaux, whose address is 1165 Ivanhoe Drive, N. Muskegan, Michigan 49445.

LYDIA MCBRIDE BOUDREAUX, widow of Castex M. Boudreaux, whose address is 1313 Tenth St., Lake Charles, Louisiana 70601.

REUBEN RAYMOND BRUCE, husband of Marie Simoneaux, whose address is 439 East Academy Ave., Jennings, Louisiana 70546.

WORRELL B. JOHNSON, husband of Dora Gary, whose address is P. O. Box 388, Welsh, Louisiana 70591.

MRS. ORA JOHNSON MIGUEZ, wife of Adam Miguez, whose address is 114 Davies Street, Jennings, Louisiana 70546.

O. W. JOHNSON, JR., divorced from Carolyn Leonard, whose address is P. O. Box 747, Welsh, Louisiana 70591.

RICHARD W. JOHNSON, husband of Nancy Watkins Johnson, whose address is P. O. Box 190, Welsh, Louisiana 70591.

ALBERT SIDNEY JOHNSON, III, husband of Agnes Saulnier, whose address is 7805 Windfron, Parker, Colorado 80134.

SANDRA LYNN TRAHAN, divorced from Markham Trahan, whose address is 230 Village Lane, Lafayette, Louisiana 70506.

MILTON F. BOURDIER, husband of Margaret Badgley, whose address is 13720 Web Lane, Sugarland, Texas 77478.

ALFRED C. BOURDIER, husband of Gayle Hoffpauir, whose address is Route 11, Box 932, Lake Charles, Louisiana 70601.

LYNN H. BOURDIER, husband of Eva Cutright, whose address is 416 Julius St., Lake Charles, Louisiana 70601.

BERNADINE BOURDIER ZIBILICH, widow of William Zibilich, whose address is 125 Valentine Drive, Avondale, Louisiana 70094.

ROSE MARIE BOURDIER PETITJEAN, wife of Lee J. Petitjean, whose address is 1451 Chateau Circle N., Lake Charles, Louisiana 70605.

DAVID L. BOURDIER, husband of Janet Robichaux, whose address is P. O. Box 762, Patterson, Louisiana 70392.

YVETTE MARIE BOUDREAUXLEFLEUR, wife of Elmer L. LeFleur, whose address is P. O. Box 1893, Marshall, Texas 75670

herein called "Lessor" (whether one or more) and LYNAL, INC., P. O. BOX 52185, LAFAYETTE, LOUISIANA 70505 hereinafter called "Lessee", witnesseth, that:

/CONSIDERATION

Lessor, in consideration of the sum of ONE HUNDRED DOLLARS AND OTHER VALUABLE ($100.00 & OVC hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in JEFFERSON DAVIS Parish, Louisiana, and described as follows, to-wit:

In Township 10 South, Range 3 West in Section 39 and Township 10 South, Range 2 West in Sections 17 and 18.

All of the lands acquired by Albert Sidney Johnson and Adolphe C. Boudreaux from Jean Castex, Jr. by Act of Sale dated April 30, 1934, recorded under File No. 81759 of the Conveyance Records of Jefferson Davis Parish, Louisiana, insofar, and only insofar, as said lands fall and lie east of a north-south line having a Lambert Coordinate of X = 1,591,150 feet; LESS AND EXCEPT, however, all lands situated within the geographical boundaries of the following described units:

(1) HET 1 SUA created by Louisiana Department of Conservation Order No. 101-E, effective December 1, 1962.

(2) 10,200 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-C, effective April 1, 1962, as amended by Order No. 101-C-1, effective December 9, 1971; LESS AND EXCEPT all rights below the stratigraphic equivalent of the top of the 10,600 foot sand as defined in Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962, insofar and only insofar, as said rights underlie a tract of land containing 70.51 acres situated in Section 39, Township 10 South, Range 3 West, and more fully described in an oil and gas lease dated July 6, 1971, granted to Ruffin T. Lowry and recorded in Conveyance Book 358, at Page 846, under File No. 352892, Records of Jefferson Davis Parish, Louisiana, said rights under said tract being leased herein.

(3) 10,600 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962.

And, also, LESS AND EXCEPT, the following described tracts:

(1) That ten acre parcel of land situated in Section Eighteen (18), Township Ten (10) South of Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10-acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence, leaving the River and running South 37° 00' West 693.5 feet; thence, North 72° 06' West 691.5 feet to lower side line of the Robira 10 acres; thence, following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

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(2) That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the Corner between Section Eighteen (18) Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a quarter (1-1/4") inch galvanized pipe; thence South 53° East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West 921 feet South of the corner between the two said Sections; thence, South 53° East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37° East 726 Feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River; thence North 53° West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing ten (10) acres.

Wherever the designation "one-eighth (1/8)" appears in paragraph 7 below, the designation "one-fifth (1/5)" shall be substituted therefor.

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably possible; and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

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JEFFERSON COUNTY, TEXAS

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 450.84 acres, whether it actually comprises more or less.

This lease shall be for a term of THREE (3) years and NO months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on JULY 21 19 82 unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of ONE HUNDRED TEN Dollars ($ 110.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods ONE HUNDRED TEN Dollars ($ 110.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE ATTACHED RENTAL DIVISION ORDER of which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee, at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation the unit or units shall thereby become effective as to any and all tracts embraced therein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another, and during the primary term such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 350 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding to others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title, and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. Anything to the contrary herein notwithstanding, it is provided that if any portion of the lands held hereunder should be unitized with other lands, then unit drilling or reworking operations on or unit production from any unit shall only maintain this lease as to the land included in such unit. It is further provided, however, that when this lease is being maintained as to a unit or units by such unit operations or production, lessee's rights hereunder may also be maintained as to all or any part of the land not included in any such unit by rental payments as to such outside land, or by non-unit drilling or reworking operations or non-unitized production (whether the well is within or without the boundaries of a unit), in the same manner as it herein elsewhere provided for maintaining lessee's rights hereunder, and lessee's rights as to such outside land may be so maintained by rental payments during and for TWO (2) years after the end of the primary term of this lease. In connection with the foregoing, it is also provided that if lessee's rights are not being separately maintained as to the acreage outside of such unit or units on the date of the commencement of the unit operations or of the unit production, whichever occurs first, then such commencement date shall be considered equivalent to a date of cessation of production from such outside lands for the purpose of fixing the delay for the payment of rentals or for beginning operations or production thereon. It is also further provided that cessation of any portion of the lands held hereunder shall not affect lessee's right to maintain this lease by shut-in gas payments as herein elsewhere provided for, but any such shut-in payment so made (whether the shut-in well be within or without a unit) shall be based on and shall maintain lessee's rights in all the land held hereunder except any part of said land as to which this lease is being separately maintained by operations, production or rental payments as heretofore provided for in this paragraph.

The consideration paid by Lessee is accepted as full and adequate consideration for all rights, options and privileges herein granted.

This lease may be executed in counterpart or may be ratified by separate instruments and shall be binding on all parties who so execute or ratify it whether or not it is executed by all of the parties herein named.

Lessor agrees that each of the above named parties owns and shall be entitled to receive that fractional part of the delay rentals set out opposite his or her name below. Each respective Lessor designates the bank named opposite his or her name as the depository for payment or tender of his or her proportionate part of the rentals in accordance with the provisions of this lease.

NAME	AMOUNT	DEPOSITORY
BERNICE FOREMAN BOUDREAUX	$ 6,199.05	Fifth Third Bank-Kenwood Plaza Branch, Cincinnati, Ohio 45236
MARK W. BOUDREAUX	None	
WAYNE BOUDREAUX	None	
LYDIA MCBRIDE BOUDREAUX	$ 6,199.05	The Calcasieu-Marine National Bank of Lake Charles, Lake Charles, LA 70601
REUBEN RAYMOND BRUCE	12,398.10	The Calcasieu-Marine National Bank of Lake Charles, Jennings Br., Jennings, LA
WORRELL B. JOHNSON	2,479.62	The Calcasieu-Marine National 70546 Bank of Lake Charles, Lake Charles, LA
MRS. ORA JOHNSON HIGUET	4,959.24	The Calcasieu-Marine National Bank of Lake Charles, Jennings Br., Jennings, LA
O. W. JOHNSON, JR.	1,239.81	The Calcasieu-Marine National Bank of Lake Charles, Welsh Br., Welsh, LA 70591
RICHARD W. JOHNSON	1,239.81	The Calcasieu-Marine National Bank of Lake Charles, Welsh Br., Welsh, LA 70591
ALBERT SIDNEY JOHNSON, III	$ 1,239.81	BANK OF THE WEST Parker, Colorado
SANDRA LYNN TRAHAN	1,239.81	The First National Bank of Lafayette Lafayette, Louisiana
MILTON F. BOURDIER	1,033.16	Alief Alamo Bank Alief, Texas
ALFRED C. BOURDIER	1,033.16	The Calcasieu-Marine National Bank of Lake Charles, Lake Charles, Louisiana
LYNN H. BOURDIER	1,033.16	Lakeside National Bank McNeese Branch Lake Charles, Louisiana
BERNADINE BOURDIER ZIBILICH	1,033.16	First Homestead Savings, Lapalco Branch, Harvey, Louisiana
ROSE MARIE BOURDIER PETITJEAN	1,033.16	The Calcasieu-Marine National Bank of Lake Charles, Enterprise Blvd. Br. Lake Charles, Louisiana
DAVID L. BOURDIER	1,033.16	Patterson State Bank, Patterson, La.
YVETTE MARIE BOUDREAUX LEFLEUR	6,199.05	Peoples State Bank Marshal, Texas

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

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BERNICE FOREMAN BOUDREAUX
SS #

MARK W. BOUDREAUX
SS #

WAYNE BOUDREAUX
SS #

Jean Cox
Wayne Cox
Charles F. Wilson
Wayne Cox
Jean Cox
Wayne Cox
Dorothy Bryan
Wayne Cox
Jean Cox
Wayne Cox
Jean Cox
Wayne Cox

Lydia Mc Boudreaux
LYDIA MCBRIDE BOUDREAUX
SS # [redacted]

Reuben Raymond Bruce
REUBEN RAYMOND BRUCE
SS [redacted]

Norrell B Johnson
NORRELL B. JOHNSON
SS # [redacted]

Mrs. Ora Johnson Nuguez
MRS. ORA JOHNSON NUGUEZ
SS # [redacted]

O. W. Johnson Jr.
O. W. JOHNSON, JR.
SS # [redacted]

Richard M. Johnson
RICHARD M. JOHNSON
SS # [redacted]

ALBERT SIDNEY JOHNSON, III
SS #

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Jean Cox
Wayne Cox
Marian R. Dufrene
Wayne Cox
Jean Cox
Wayne Cox
Jean Cox
Wayne Cox

Lynn Bourdier
LYNN H. BOURDIER
SS # [redacted]
Bernadine Bourdier Zibilich
BERNADINE BOURDIER ZIBILICH
SS # [redacted]
Rose Marie Bourdier Petitjean
ROSE MARIE BOURDIER PETITJEAN
SS # [redacted]
David L. Bourdier
DAVID [redacted] BOURDIER
SS # [redacted]

Yvette Marie Boudreaux Lefleur
SS # [redacted]
Sandra Lynn Jabon
SANDRA LYNN JABON
SS # [redacted]
Hilton J. Bourdier
HILTON [redacted]
SS # [redacted]
Alfred C. Bourdier
ALFRED C. BOURDIER
SS # [redacted]

Bonnette B. Bonnet
Wayne Cox
Linda Maleshesti
Wayne Cox
Sue Whitten
Wayne Cox
~~Wayne Cox~~

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STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared WAYNE COX who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by MILTON F. BOURDIER, ALFRED C. BOURDIER, LYNN H. BOURDIER, BERNADINE BOURDIER ZILBILICH, ROSE MARIE BOURDIER PETITJEAN, DAVID L. BOURDIER (Lessor, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

Wayne Cox

SWORN TO AND SUBSCRIBED before me August 20, 19 81

Barbara J. Sonnier
Notary Public in and for Lafayette Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared WAYNE COX who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by LYDIA MCBRIDE BOUDREAUX, RUEBEN RAYMOND BRUCE, WORRELL B. JOHNSON, MRS. ORA JOHNSON MIGUEZ, O. W. JOHNSON, JR., RICHARD W. JOHNSON and SANDRA LYNN TRAHAN (Lessor, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

Wayne Cox

SWORN TO AND SUBSCRIBED before me August 20, 19 81

Barbara J. Sonnier
Notary Public in and for Lafayette Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, 19____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

Dated _____, 19____

No. of Acres _____ Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____, of the records of this office.

By _____, Deputy

BATON ROUGE
FORM 45 CPM—NEW SOUTH
LOUISIANA REVISED FORM 1971—POOLING
REVISED "A"

GAY B. HUFF, CLERK OF COURT.
Ex-Officio Recorder.

Exhibit D

YVETTE MARIE BOUDREAUX LEFLEUR TO LYNAL, INC. OGML

30.00

370 THE H. L. BATH COMPANIES BATH & GRAM

FORM 42 CPM—NEW SOUTH LOUISIANA REVISED FOUR 141—POOLING REVISED "A"

431253.

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of JULY 21 1981

by and between YVETTE MARIE BOUDREAUX LEFLEUR, wife of Elmer L. LeFleur, whose address is P. O. Box 1893, Marshal, Texas 75670

herein called "Lessor" (whether one or more) and LYNAL, INC., P. O. Box 52185, Lafayette, Louisiana 70505

hereinafter called "Lessee", witnesseth, that: /CONSIDERATION

Lessor, in consideration of the sum of ONE HUNDRED DOLLARS AND OTHER VALUABLE ($100.00 & OVC, hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

SECTION 39, TOWNSHIP 10 SOUTH, RANGE 3 WEST
SECTIONS 17 and 18, TOWNSHIP 10 SOUTH, RANGE 2 WEST

All of the lands acquired by Albert Sidney Johnson and Adolphe C. Boudreaux from Jean Castex, Jr. by Act of Sale dated April 30, 1934, recorded under File No. 81759 of the Conveyance Records of Jefferson Davis Parish, Louisiana, insofar, and only insofar, as said lands fall and lie east of a north-south line having a Lambert Coordinate of X = 1,591,150 feet; LESS AND EXCEPT, however, all lands situated within the geographical boundaries of the following described units:

(1) HET 1 SUA created by Louisiana Department of Conservation Order No. 101-E, effective December 1, 1962.

(2) 10,200 foot Sand Unit created by Louisiana Department of Conservation Order No.101-C, effective April 1, 1962, as amended by Order No. 101-C-1, effective December 9, 1971; LESS AND EXCEPT all rights below the stratigraphic equivalent of the top of the 10,600 foot sand as defined in Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962, insofar and only insofar, as said rights underlie a tract of land containing 70.51 acres situated in Section 39, Township 10 South, Range 3 West, and more fully described in an oil and gas lease dated July 6, 1971, granted to Ruffin T. Lowry and recorded in Conveyance Book 358, at Page 846, under File No. 352892, Records of Jefferson Davis Parish, Louisiana, said rights under said tract being leased herein.

(3) 10,600 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962.

And, also, LESS AND EXCEPT, the following described tracts:

431253

(1) That ten acre parcel of land situated in Section Eighteen (18), Township Ten (10) South of Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10-acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence, leaving the River and running South 37° 00' West 693.5 feet; thence, North 72° 06' West 691.5 feet to lower side line of the Robira 10 acres; thence, following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

(2) That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the Corner between Section Eighteen (18) Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 53° East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West 921 feet South of the corner between the two said Sections; thence, South 53° East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37° East 726 Feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River; thence North 53° West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing ten (10) acres.

Wherever the designation "one-eighth (1/8)" appears in paragraph 7 below, the designation "one-fifth (1/5)" shall be substituted therefor.

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably possible; and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

RECEIVED AND FILED
1981 AUG 20 PM 1:31
CLERK OF COUNTY COURT
JEFFERSON PARISH

372

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 450.84 acres, whether it actually comprises more or less.

This lease shall be for a term of Three (3) years and No (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on August 11, 1982, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of ONE HUNDRED TEN Dollars ($ 110.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods ONE HUNDRED TEN Dollars ($ 110.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE ATTACHED RENTAL DIVISION ORDER Bank of _____ which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. Anything to the contrary herein notwithstanding, it is provided that if any portion of the lands held hereunder should be unitized with other lands, then unit drilling or reworking operations on or unit production from any unit shall only maintain this lease as to the land included in such unit. It is further provided, however, that when this lease is being maintained as to a unit or units by such unit operations or production, lessee's rights hereunder may also be maintained as to all or any part of the land not included in any such unit by rental payments as to such outside land, or by non-unit drilling or reworking operations or non-unitized production (whether the well is within or without the boundaries of a unit), in the same manner as is herein elsewhere provided for maintaining lessee's rights hereunder; and lessee's rights as to such outside land may be so maintained by rental payments during and for ..... TWO years after the end of the primary term of this lease. In connection with the foregoing, it is also provided that if lessee's rights are not being separately maintained as to the acreage outside of such unit or units on the date of the commencement of the unit operations or of the unit production, whichever occurs first, then such commencement date shall be considered equivalent to a date of cessation of production from such outside lands for the purpose of fixing the delay for the payment of rentals or for beginning operations or production thereon. It is also further provided that unitization of any portion of the lands held hereunder shall not affect lessee's right to maintain this lease by shut-in gas payments as herein elsewhere provided for; but any such shut-in payment so made (whether the shut-in well be within or without a unit) shall be based on and shall maintain lessee's rights in all the land held hereunder except any part of said land as to which this lease is being separately maintained by operations, production or rental payments as heretofore provided for in this paragraph.

The consideration paid by Lessee is accepted as full and adequate consideration for all rights, options and privileges herein granted.

This lease may be executed in counterpart or may be ratified by separate instruments and shall be binding on all parties who so execute or ratify it whether or not it is executed by all of the parties herein named.

Lessor agrees that each of the above named parties owns and shall be entitled to receive that fractional part of the delay rentals set out opposite his or her name below. Each respective Lessor designates the bank named opposite his or her name as the depository for payment or tender of his or her proportionate part of the rentals in accordance with the provisions of this lease.

NAME	AMOUNT	DEPOSITORY
YVETTE MARIE BOUDREAUX LEFLEUR	$ 6,199.05	PEOPLES STATE BANK MARSHAL, TEXAS

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

Essie Welles

Terri Waldrop

Yvette Marie Boudreaux Lefleur

YVETTE MARIE BOUDREAUX LEFLEUR
SS# 437-70-2128

STATE OF TEXAS }
PARISH (OR COUNTY) OF HARRISON }

On this 19th day of August, 19 91, before me personally appeared YVETTE MARIE BOUDREAUX LEFLEUR to me known to be the person described in and who executed the foregoing instrument, and acknowledged that SHE executed the same as HER free act and deed.

Ernie Wells
Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, 19____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

Dated _____, 19____

No. of Acres _____

_____ Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____ 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____ of the records of this office.

By _____, Deputy

_____

_____

THE M. L. BATH COMPANIES
BATH CRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

GAY B. HUFF, CLERK OF COURT.
Ex-Officio Recorder.

43.00

376 THE H. L. BATH COMPANIES BATH GRAM

FORM 42 CPM—NEW SOUTH LOUISIANA REVISED FOUR 141—POOLING REVISED "A"

431254

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of JULY 21 19 81

by and between

BERNICE FOREMAN BOUDREAUX, widow of Mark A. Boudreaux, whose address is 3823 Fox Run Drive, Apt. 1329, Cincinnati, Ohio 45236.

MARK W. BOUDREAUX, husband of Jennell Guidry, whose address is 260 Petworth Court, Cincinnati, Ohio 45236.

WAYNE BOUDREAUX, husband of Vera Breaux, whose address is 1165 Ivanhoe Drive, N. Muskegan, Michigan 49445.

LYDIA MCBRIDE BOUDREAUX, widow of Castex M. Boudreaux, whose address is 1313 Tenth St., Lake Charles, Louisiana 70601.

REUBEN RAYMOND BRUCE, husband of Marie Simoneaux, whose address is 439 East Academy Ave., Jennings, Louisiana 70546.

WORRELL B. JOHNSON, husband of Dora Gary, whose address is P. O. Box 388, Welsh, Louisiana 70591.

MRS. ORA JOHNSON MIGUEZ, wife of Adam Miguez, whose address is 114 Davies Street, Jennings, Louisiana 70546.

O. W. JOHNSON, JR., divorced from Carolyn Leonard, whose address is P. O. Box 747, Welsh, Louisiana 70591.

RICHARD W. JOHNSON, husband of Nancy Watkins Johnson, whose address is P. O. Box 190, Welsh, Louisiana 70591.

ALBERT SIDNEY JOHNSON, III, husband of Agnes Saulnier, whose address is 7805 Windfron, Parker, Colorado 80134.

SANDRA LYNN TRAHAN, divorced from Markham Trahan, whose address is 230 Village Lane, Lafayette, Louisiana 70506.

MILTON F. BOURDIER, husband of Margaret Badgley, whose address is 13720 Web Lane, Sugarland, Texas 77478.

ALFRED C. BOURDIER, husband of Gayle Hoffpauir, whose address is Route 11, Box 932, Lake Charles, Louisiana 70601.

LYNN H. BOURDIER, husband of Eva Cutright, whose address is 416 Julius St., Lake Charles, Louisiana 70601.

BERNADINE BOURDIER ZIBILICH, widow of William Zibilich, whose address is 125 Valentine Drive, Avondale, Louisiana 70094.

ROSE MARIE BOURDIER PETITJEAN, wife of Lee J. Petitjean, whose address is 1451 Chateau Circle N., Lake Charles, Louisiana 70605.

DAVID L. BOURDIER, husband of Janet Robichaux, whose address is P. O. Box 762, Patterson, Louisiana 70392.

YVETTE MARIE BOUDREAUXLEFLEUR, wife of Elmer L. LeFleur, whose address is P. O. Box 1893, Marshall, Texas 75670

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herein called "Lessor" (whether one or more) and LYNAL, INC., P. O. BOX 52185, LAFAYETTE, LOUISIANA 70505 hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of ONE HUNDRED DOLLARS AND OTHER VALUABLE /CONSIDERATION ($100.00 & OVC) hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in JEFFERSON DAVIS Parish, Louisiana, and described as follows, to-wit:

In Township 10 South, Range 3 West in Section 39 and Township 10 South, Range 2 West in Sections 17 and 18.

All of the lands acquired by Albert Sidney Johnson and Adolphe C. Boudreaux from Jean Castex, Jr. by Act of Sale dated April 30, 1934, recorded under File No. 81759 of the Conveyance Records of Jefferson Davis Parish, Louisiana, insofar, and only insofar, as said lands fall and lie east of a north-south line having a Lambert Coordinate of X = 1,591,150 feet; LESS AND EXCEPT, however, all lands situated within the geographical boundaries of the following described units:

(1) HET 1 SUA created by Louisiana Department of Conservation Order No. 101-E, effective December 1, 1962.

(2) 10,200 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-C, effective April 1, 1962, as amended by Order No. 101-C-1, effective December 9, 1971; LESS AND EXCEPT all rights below the stratigraphic equivalent of the top of the 10,600 foot sand as defined in Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962, insofar and only insofar, as said rights underlie a tract of land containing 70.51 acres situated in Section 39, Township 10 South, Range 3 West, and more fully described in an oil and gas lease dated July 6, 1971, granted to Ruffin T. Lowry and recorded in Conveyance Book 358, at Page 846, under File No. 352892, Records of Jefferson Davis Parish, Louisiana, said rights under said tract being leased herein.

(3) 10,600 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962.

And, also, LESS AND EXCEPT, the following described tracts:

(1) That ten acre parcel of land situated in Section Eighteen (18), Township Ten (10) South of Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10-acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence, leaving the River and running South 37° 00' West 693.5 feet; thence, North 72° 06' West 691.5 feet to lower side line of the Robira 10 acres; thence, following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

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(2) That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the Corner between Section Eighteen (18) Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a quarter (1-1/4") inch galvanized pipe; thence South 53° East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West 921 feet South of the corner between the two said Sections; thence, South 53° East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37° East 726 Feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River; thence North 53° West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing ten (10) acres.

Wherever the designation "one-eighth (1/8)" appears in paragraph 7 below, the designation "one-fifth (1/5)" shall be substituted therefor.

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably possible; and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

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JEFFERSON COUNTY, TEXAS

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 450.84 acres, whether it actually comprises more or less.

This lease shall be for a term of THREE (3) years and NO months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on JULY 21, 1982, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of ONE HUNDRED TEN Dollars ($ 110.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods ONE HUNDRED TEN Dollars ($ 110.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE ATTACHED RENTAL DIVISION ORDER of which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within ~~330~~ 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. Anything to the contrary herein notwithstanding, it is provided that if any portion of the lands held hereunder should be unitized with other lands, then unit drilling or reworking operations on or unit production from any unit shall only maintain this lease as to the land included in such unit. It is further provided, however, that when this lease is being maintained as to a unit or units by such unit operations or production, lessee's rights hereunder may also be maintained as to all or any part of the land not included in any such unit by rental payments as to such outside land, or by non-unit drilling or reworking operations or non-unitized production (whether the well is within or without the boundaries of a unit), in the same manner as is herein elsewhere provided for maintaining lessee's rights hereunder; and lessee's rights as to such outside land may be so maintained by rental payments during and for TWO (2) years after the end of the primary term of this lease. In connection with the foregoing, it is also provided that if lessee's rights are not being separately maintained as to the acreage outside of such unit or units on the date of the commencement of the unit operations or of the unit production, whichever occurs first, then such commencement date shall be considered equivalent to a date of cessation of production from such outside lands for the purpose of fixing the delay for the payment of rentals or for beginning operations or production thereon. It is also further provided that unitization of any portion of the lands held hereunder shall not affect lessee's right to maintain this lease by shut-in gas payments as herein elsewhere provided for; but any such shut-in payment so made (whether the shut-in well be within or without a unit) shall be based on and shall maintain lessee's rights in all the land held hereunder except any part of said land as to which this lease is being separately maintained by operations, production or rental payments as heretofore provided for in this paragraph.

The consideration paid by Lessee is accepted as full and adequate consideration for all rights, options and privileges herein granted.

This lease may be executed in counterpart or may be ratified by separate instruments and shall be binding on all parties who so execute or ratify it whether or not it is executed by all of the parties herein named.

Lessor agrees that each of the above named parties owns and shall be entitled to receive that fractional part of the delay rentals set out opposite his or her name below. Each respective Lessor designates the bank named opposite his or her name as the depository for payment or tender of his or her proportionate part of the rentals in accordance with the provisions of this lease.

NAME	AMOUNT	DEPOSITORY
BERNICE FOREMAN BOUDREAUX	$ 6,199.05	Fifth Third Bank-Kenwood Plaza Branch, Cincinnati, Ohio 45236
MARK W. BOUDREAUX	None	
WAYNE BOUDREAUX	None	
LYDIA MCBRIDE BOUDREAUX	$ 6,199.05	The Calcasieu-Marine National Bank of Lake Charles, Lake Charles, LA 70601
REUBEN RAYMOND BRUCE	12,398.10	The Calcasieu-Marine National Bank of Lake Charles,Jennings Br.,Jennings,LA
WORRELL B. JOHNSON	2,479.62	The Calcasieu-Marine National 70546 Bank of Lake Charles, Lake Charles, LA
MRS. ORA JOHNSON MIGUEZ	4,959.24	The Calcasieu-Marine National Bank of Lake Charles,Jennings Br.,Jennings,LA
O. W. JOHNSON, JR.	1,239.81	The Calcasieu-Marine National Bank of Lake Charles,Welsh Br., Welsh,LA 70591
RICHARD W. JOHNSON	1,239.81	The Calcasieu-Marine National Bank of Lake Charles,Welsh Br.,Welsh,LA 70591
ALBERT SIDNEY JOHNSON, III	$ 1,239.81	BANK OF THE WEST Parker, Colorado
SANDRA LYNN TRAHAN	1,239.81	The First National Bank of Lafayette Lafayette, Louisiana
MILTON F. BOURDIER	1,033.16	Alief Alamo Bank Alief, Texas
ALFRED C. BOURDIER	1,033.16	The Calcasieu-Marine National Bank of Lake Charles,Lake Charles,Louisiana
LYNN H. BOURDIER	1,033.16	Lakeside National Bank McNeese Branch Lake Charles, Louisiana
BERNADINE BOURDIER ZIBILICH	1,033.16	First Homestead Savings, Lapalco Branch, Harvey, Louisiana
ROSE MARIE BOURDIER PETITJEAN	1,033.16	The Calcasieu-Marine National Bank of Lake Charles,Enterprise Blvd. Br. Lake Charles, Louisiana
DAVID L. BOURDIER	1,033.16	Patterson State Bank,Patterson,La.
YVETTE MARIE BOUDREAUX LEFLEUR	6,199.05	Peoples State Bank Marshal, Texas

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

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BERNICE FOREMAN BOUDREAUX
SS #

MARK W. BOUDREAUX
SS #

WAYNE BOUDREAUX
SS #

Jean Cox
Wayne Cox
Charles F. Nelson
Wayne Cox
Jean Cox
Wayne Cox
Dorothy Bryan
Wayne Cox
Jean Cox
Wayne Cox
Jean Cox
Wayne Cox

Lydia McBride Boudreaux
LYDIA MCBRIDE BOUDREAUX
SS # 434-30-7534

Reuben Raymond Bruce
REUBEN RAYMOND BRUCE
SS # 452-04-5711

Harrell B Johnson
HORRELL B. JOHNSON
SS # 439-07-2667

Mrs Ora Johnson Miguez
MRS. ORA JOHNSON MIGUEZ
SS # 436-07-4585

O. J. Johnson Jr.
O. J. JOHNSON, JR.
SS # 433-32-1946

Richard W. Johnson
RICHARD W. JOHNSON
SS # 436-32-0748

ALBERT SIDNEY JOHNSON, III
SS #

Jean Cox Wayne Cox	Lynn Bourdier LYNN H. BOURDIER SS # 434-46-3489
Marian R. Dufrene Wayne Cox	Bernadine Bourdier Zibilich BERNADINE BOURDIER ZIBILICH SS # 434-58-5978
Jean Cox Wayne Cox	Rose Marie Bourdier Petitjean ROSE MARIE BOURDIER PETITJEAN SS # 439-60-8169
Jean Cox Wayne Cox	David L. Bourdier DAVID L. BOURDIER SS # 439-60-8170
	YVETTE MARIE BOUDREAUX LEFLEUR SS # 437-79-2128
Benette B. Bonnet Wayne Cox	Sandra Lynn Trahan SANDRA LYNN TRAHAN SS # 436-56-3248
Linda Malinoski Wayne Cox	Milton F. Bourdier MILTON F. BOURDIER SS # 436-38-1555
See Notes Wayne Cox	Alfred C. Bourdier ALFRED C. BOURDIER SS # 434-48-5741
[redacted] Wayne Cox	

STATE OF_____
PARISH (OR COUNTY) OF_____

On this_____day of_____, 19____, before me personally appeared

_____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that_____executed the same as_____free act and deed.

_____
Notary Public.

STATE OF_____
PARISH (OR COUNTY) OF_____

On this_____day of_____, 19____, before me personally appeared

_____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that_____executed the same as_____free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared WAYNE COX who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by , MILTON F. BOURDIER, ALFRED C. BOURDIER, LYNN H. BOURDIER, BERNADINE BOURDIER ZILBILICH, ROSE MARIE BOURDIER PETITJEAN, DAVID L. BOURDIER (Lessor, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

Wayne Cox

SWORN TO AND SUBSCRIBED before me August 20, 1981

Barbara J. Gonsoulin
Notary Public in and for Lafayette Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared WAYNE COX who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by LYDIA MCBRIDE BOUDREAUX, RUEBEN RAYMOND BRUCE, WORRELL B. JOHNSON, MRS. ORA JOHNSON MIGUEZ, O. W. JOHNSON, JR., RICHARD W. JOHNSON and SANDRA LYNN TRAHAN (Lessor, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

Wayne Cox

SWORN TO AND SUBSCRIBED before me August 20, 19 81

Barbara J. Gonsoulin
Notary Public in and for Lafayette Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF_____
PARISH (OR COUNTY) OF_____

ON THIS_____day of_____, 19____, before me appeared_____

to me personally known, who, being by me duly sworn, did say that he is the_____

of the_____and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said_____acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No._____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM_____

TO_____

_____

_____

Dated_____, 19____

No. of Acres_____

_____Parish, Louisiana

Term_____

This instrument was filed for record on the_____ day of_____19____, at _____o'clock_____M., and duly recorded in Book_____, Page_____ of the records of this office.

By _____, Deputy

_____

THE M. L. BATH COMPANIES
BATH-O-GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

GAY B. HUFF, CLERK OF COURT.
Ex-Officio Recorder.

256 THE H. L. BATH COMPANIES BATH GRAM

FORM 42 CPM—NEW SOUTH LOUISIANA REVISED FOUR (4)—POOLING REVISED "A"

431824.

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of JULY 21 19 81

by and between ALBERT SIDNEY JOHNSON, III, husband of Agnes Saulnier, whose address is 7805 windfron, Parker, Colorado 80134

herein called "Lessor" (whether one or more) and LYNAL, INC., P. O. Box 52185, Lafayette, Louisiana 70505

hereinafter called "Lessee", witnesseth, that:

CONSIDERATION

Lessor, in consideration of the sum of ONE HUNDRED DOLLARS AND OTHER VALUABLE ($100.00 & OVC hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

431824

SECTION 39, TOWNSHIP 10 SOUTH, RANGE 3 WEST
SECTIONS 17 and 18, TOWNSHIP 10 SOUTH, RANGE 2 WEST

All of the lands acquired by Albert Sidney Johnson and Adolphe C. Boudreaux from Jean Castex, Jr. by Act of Sale dated April 30, 1934, recorded under File No. 81759 of the Conveyance Records of Jefferson Davis Parish, Louisiana, insofar, and only insofar, as said lands fall and lie east of a north-south line having a Lambert Coordinate of X = 1,591,150 feet; LESS AND EXCEPT, however, all lands situated within the geographical boundaries of the following described units:

(1) HET 1 SUA created by Louisiana Department of Conservation Order No. 101-E, effective December ', 1962.

(2) 10,200 foot Sand Unit created by Louisiana Department of Conservation Order No.101-C, effective April 1, 1962, as amended by Order No. 101-C-1, effective December 9, 1971; LESS AND EXCEPT all rights below the stratigraphic equivalent of the top of the 10,600 foot sand as defined in Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962, insofar and only insofar, as said rights underlie a tract of land containing 70.51 acres situated in Section 39, Township 10 South, Range 3 West, and more fully described in an oil and gas lease dated July 6, 1971, granted to Ruffin T. Lowry and recorded in Conveyance Book 358, at Page 846, under File No. 352892, Records of Jefferson Davis Parish, Louisiana, said rights under said tract being leased herein.

(3) 10,600 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962.

And, also, LESS AND EXCEPT, the following described tracts:

(1) That ten acre parcel of land situated in Section Eighteen (18), Township Ten (10) South of Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10-acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence, leaving the River and running South 37° 00' West 693.5 feet; thence, North 72° 06' West 691.5 feet to lower side line of the Robira 10 acres; thence, following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

(2) That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the Corner between Section Eighteen (18) Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 53° East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West 921 feet South of the corner between the two said Sections; thence, South 53° East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37° East 726 Feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River; thence North 53° West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing ten (10) acres.

Wherever the designation "one-eighth (1/8)" appears in paragraph 7 below, the designation "one-fifth (1/5)" shall be substituted therefor.

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably possible; and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

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1981 SEP 21 AM 9:03
CLERK OF COURT
HARRIS COUNTY, TEXAS

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 450.84 acres, whether it actually comprises more or less.

This lease shall be for a term of Three (3) years and No (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on August 11, 1982, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of ONE HUNDRED TEN Dollars ($ 110.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods ONE HUNDRED TEN Dollars ($ 110.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE ATTACHED RENTAL DIVISION ORDER Bank of _____ which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. Anything to the contrary herein notwithstanding, it is provided that if any portion of the lands held hereunder should be unitized with other lands, then unit drilling or reworking operations on or unit production from any unit shall only maintain this lease as to the land included in such unit. It is further provided, however, that when this lease is being maintained as to a unit or units by such unit operations or production, lessee's rights hereunder may also be maintained as to all or any part of the land not included in any such unit by rental payments as to such outside land, or by non-unit drilling or reworking operations or non-unitized production (whether the well is within or without the boundaries of a unit), in the same manner as is herein elsewhere provided for maintaining lessee's rights hereunder; and lessee's rights as to such outside land may be so maintained by rental payments during and for TWO (2) years after the end of the primary term of this lease. In connection with the foregoing, it is also provided that if lessee's rights are not being separately maintained as to the acreage outside of such unit or units on the date of the commencement of the unit operations or of the unit production, whichever occurs first, then such commencement date shall be considered equivalent to a date of cessation of production from such outside lands for the purpose of fixing the delay for the payment of rentals or for beginning operations or production thereon. It is also further provided that unitization of any portion of the lands held hereunder shall not affect lessee's right to maintain this lease by shut-in gas payments as herein elsewhere provided for; but any such shut-in payment so made (whether the shut-in well be within or without a unit) shall be based on and shall maintain lessee's rights in all the land held hereunder except any part of said land as to which this lease is being separately maintained by operations, production or rental payments as heretofore provided for in this paragraph.

The consideration paid by Lessee is accepted as full and adequate consideration for all rights, options and privileges herein granted.

This lease may be executed in counterpart or may be ratified by separate instruments and shall be binding on all parties who so execute or ratify it whether or not it is executed by all of the parties herein named.

Lessor agrees that each of the above named parties owns and shall be entitled to receive that fractional part of the delay rentals set out opposite his or her name below. Each respective Lessor designates the bank named opposite his or her name as the depository for payment or tender of his or her proportionate part of the rentals in accordance with the provisions of this lease.

NAME	AMOUNT	DEPOSITORY
ALBERT SIDNEY JOHNSON, 111	$ 1,239.81	BANK OF THE WEST PARKER, COLORADO

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

Robert J Johnson

Albert Sidney Johnson III

ALBERT SIDNEY JOHNSON, 111
SS# 435-42-2499

262

STATE OF COLORADO
PARISH (OR COUNTY) OF DOUGLAS

On this 2nd day of August, 19 51, before me personally appeared ALBERT SIDNEY JOHNSON, III to me known to be the person described in and who executed the foregoing instrument, and acknowledged that HE executed the same as HIS free act and deed.

Nancy L. Wagner
Notary Public.

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, 19____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

Dated _____, 19____

No. of Acres _____

_____ Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____ 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____ of the records of this office.

By _____, Deputy

THE M. L. BATH COMPANIES
BATH GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

GAY B. HUFF, CLERK OF COURT.
Ex-Officio Recorder.

THE H. L. BATH COMPANIES
SHREVEPORT-LOUISIANA
BATH GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR 14)—POOLING
REVISED "A"

431825

OIL, GAS AND MINERAL LEASE

263

THIS AGREEMENT, entered into effective as of JULY 21 1981

by and between BERNICE FOREMAN BOUDREAUX, widow of Mark A. Boudreaux, whose address is 3823 Fox Run Drive, Apt. 1329, Cincinnati, Ohio 45236; and MARK W. BOUDREAUX, husband of Jennell Guidry, whose address is 2601 Petworth Court, Cincinnati, Ohio 45236 and WAYNE BOUDREAUX, husband of Vera Breaux, whose address is 1165 Ivanhoe Dr., Muskegan, Michigan 49445, the said MARK W. and WAYNE BOUDREAUX joining herein for all purposes.
herein called "Lessor" (whether one or more) and LYNAL, INC., P. O. Box 52185, Lafayette, Louisiana 70505

hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of ONE HUNDRED DOLLARS AND OTHER VALUABLE /CONSIDERATION ($100.00 & OVC) hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

RECEIVED AND FILED
1981 SEP 21 AM 9:03
CLERK OF COURT
JEFFERSON DAVIS PARISH, LA.

431825

SECTION 39, TOWNSHIP 10 SOUTH, RANGE 3 WEST
SECTIONS 17 and 18, TOWNSHIP 10 SOUTH, RANGE 2 WEST

All of the lands acquired by Albert Sidney Johnson and Adolphe C. Boudreaux from Jean Castex, Jr. by Act of Sale dated April 30, 1934, recorded under File No. 81759 of the Conveyance Records of Jefferson Davis Parish, Louisiana, insofar, and only insofar, as said lands fall and lie east of a north-south line having a Lambert Coordinate of X = 1,591,150 feet; LESS AND EXCEPT, however, all lands situated within the geographical boundaries of the following described units:

(1) HET 1 SUA created by Louisiana Department of Conservation Order No. 101-E, effective December 1, 1962.

(2) 10,200 foot Sand Unit created by Louisiana Department of Conservation Order No.101-C, effective April 1, 1962, as amended by Order No. 101-C-1, effective December 9, 1971; LESS AND EXCEPT all rights below the stratigraphic equivalent of the top of the 10,600 foot sand as defined in Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962, insofar and only insofar, as said rights underlie a tract of land containing 70.51 acres situated in Section 39, Township 10 South, Range 3 West, and more fully described in an oil and gas lease dated July 6, 1971, granted to Ruffin T. Lowry and recorded in Conveyance Book 358, at Page 846, under File No. 352892, Records of Jefferson Davis Parish, Louisiana, said rights under said tract being leased herein.

(3) 10,600 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962.

And, also, LESS AND EXCEPT, the following described tracts:

(1) That ten acre parcel of land situated in Section Eighteen (18), Township Ten (10) South of Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10-acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence, leaving the River and running South 37° 00' West 693.5 feet; thence, North 72° 06' West 691.5 feet to lower side line of the Robira 10 acres; thence, following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

(2) That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the Corner between Section Eighteen (18) Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 53° East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West 921 feet South of the corner between the two said Sections; thence, South 53° East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37° East 726 Feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River; thence North 53° West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing ten (10) acres.

Wherever the designation "one-eighth (1/8)" appears in paragraph 7 below, the designation "one-fifth (1/5)" shall be substituted therefor.

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably possible; and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 450.84 acres, whether it actually comprises more or less.

This lease shall be for a term of Three (3) years and No (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on August 11, 1982, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of ONE HUNDRED TEN Dollars ($ 110.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods ONE HUNDRED TEN Dollars ($ 110.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE ATTACHED RENTAL DIVISION ORDER Bank of which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. Anything to the contrary herein notwithstanding, it is provided that if any portion of the lands held hereunder should be unitized with other lands, then unit drilling or reworking operations on or unit production from any unit shall only maintain this lease as to the land included in such unit. It is further provided, however, that when this lease is being maintained as to a unit or units by such unit operations or production, lessee's rights hereunder may also be maintained as to all or any part of the land not included in any such unit by rental payments as to such outside land, or by non-unit drilling or reworking operations or non-unitized production (whether the well is within or without the boundaries of a unit), in the same manner as is herein elsewhere provided for maintaining lessee's rights hereunder; and lessee's rights as to such outside land may be so maintained by rental payments during and for TWO (2) years after the end of the primary term of this lease. In connection with the foregoing, it is also provided that if lessee's rights are not being separately maintained as to the acreage outside of such unit or units on the date of the commencement of the unit operations or of the unit production, whichever occurs first, then such commencement date shall be considered equivalent to a date of cessation of production from such outside lands for the purpose of fixing the delay for the payment of rentals or for beginning operations or production thereon. It is also further provided that unitization of any portion of the lands held hereunder shall not affect lessee's right to maintain this lease by shut-in gas payments as herein elsewhere provided for; but any such shut-in payment so made (whether the shut-in well be within or without a unit) shall be based on and shall maintain lessee's rights in all the land held hereunder except any part of said land as to which this lease is being separately maintained by operations, production or rental payments as heretofore provided for in this paragraph.

The consideration paid by Lessee is accepted as full and adequate consideration for all rights, options and privileges herein granted.

This lease may be executed in counterpart or may be ratified by separate instruments and shall be binding on all parties who so execute or ratify it whether or not it is executed by all of the parties herein named.

Lessor agrees that each of the above named parties owns and shall be entitled to receive that fractional part of the delay rentals set out opposite his or her name below. Each respective Lessor designates the bank named opposite his or her name as the depository for payment or tender of his or her proportionate part of the rentals in accordance with the provisions of this lease.

NAME	AMOUNT	DEPOSITORY
BERNICE FOREMAN BOUDREAUX	$ 6,199.05	~~Fifth Third Bank-Kenwood Plaza Branch~~ Cincinnati, Ohio 45236
MARK W. BOUDREAUX	NONE	
WAYNE BOUDREAUX	NONE	

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

Mary M. Vonderbrink
Juanita DeVaughn

Bernice Foreman Boudreaux
BERNICE FOREMAN BOUDREAUX
SS# 433-20-3551

Mary M. Vonderbrink
Juanita DeVaughn

MARK W. BOUDREAUX

Angeline Kay
Beverly M. Batten

Wayne Boudreaux
WAYNE BOUDREAUX

STATE OF OHIO
PARISH (OR COUNTY) OF HAMILTON

On this 31st day of August, 19 81, before me personally appeared BERNICE FOREMAN BOUDREAUX and MARK W. BOUDREAUX to me known to be the person described in and who executed the foregoing instrument, and acknowledged that THEY executed the same as THEIR free act and deed. JUANITA DeVAUGHN Notary Public, State of Ohio My Commission Expires May 17, 1986

Juanita DeVaughn
Notary Public.

STATE OF MICHIGAN
PARISH (OR COUNTY) OF MUSKEGON

On this 31st day of Aug, 19 81, before me personally appeared WAYNE BOUDREAUX to me known to be the person described in and who executed the foregoing instrument, and acknowledged that HE executed the same as HIS free act and deed. DORIS E. KALINOWSKI Notary Public, Muskegon Co., MI My commission expires 5-22-82

Doris E. Kalinowski
Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, 19____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

_____

_____

Dated _____, 19____

No. of Acres _____

_____ Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____ 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____ of the records of this office.

By _____, Deputy

_____

THE M. L. BATH COMPANIES
BATH GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

GAY B. HUFF, CLERK OF COURT.
Ex-Officio Recorder.

766

432640

RECEIVED AND FILED
1991 NOV -2 PM 12:49
CLERK OF COURT
JEFFERSON DAVIS PARISH

RIGHT-OF-WAY AGREEMENT

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS: That

WORRELL B. JOHNSON, of full age of majority, whose mailing address is P. O. Box 388, Welsh, Louisiana;

ORA J. MIGUEZ, of full age of majority, whose mailing address is 114 Davies Street, Jennings, Louisiana;

LYDIA BOUDREAUX, of full age of majority, whose mailing address is 1313 10th Street, Lake Charles, Louisiana;

O. W. JOHNSON, JR., of full age of majority, whose mailing address is P. O. Box 747, Welsh, Louisiana;

MAMIE C. JOHNSON, of full age of majority, whose mailing address is P. O. Box 162, Welsh, Louisiana;

RICHARD W. JOHNSON, of full age of majority, whose mailing address is P. O. Box 190, Welsh, Louisiana;

R. RAYMOND BRUCE, of full age of majority, whose mailing address is 439 East Academy, Jennings, Louisiana;

YVETTE M. LaFLEUR, of full age of majority, whose mailing address is P. O. Box 1893, Marshall, Texas;

ALBERT S. JOHNSON, III, of full age of majority, whose mailing address is 7805 Windfond, Parker, Colorado;

SANDRA LYNN JOHNSON TRAHAN, of full age of majority, whose mailing address is 230 Village Lane, Lafayette, Louisiana;

MARVEL A. JOHNSON, of full age of majority, whose mailing address is 230 Village Lane, Lafayette, Louisiana;

MILTON F. BOURDIER, of full age of majority, whose mailing address is Route 11, Box 932, Lake Charles, Louisiana;

ALFRED C. BOURDIER, of full age of majority, whose mailing address is Route 11, Box 932, Lake Charles, Louisiana;

LYNN H. BOURDIER, of full age of majority, whose mailing address is 416 Julius Street, Lake Charles, Louisiana;

BERNADINE B. ZIBILICH, of full age of majority, whose mailing address is 125 Valentine, Avondale, Louisiana;

ROSE MARIE PETITJEAN, of full age of majority, whose mailing address is 1451 Chateau Circle Inn, Lake Charles, Louisiana;

432640

DAVID L. BOURDIER, of full age of majority, whose mailing address is P. O. Box 762, Patterson, Louisiana;

BERNICE F. BOUDREAUX, of full age of majority, whose mailing address is 3823 Fox Run Drive, apt. 1329, Cincinnatti, Ohio;

MARK W. BOUDREAUX, of full age of majority, whose mailing address is 2601 Petworth Court, Cincinnatti, Ohio;

WAYNE F. BOUDREAUX, of full age of majority, whose mailing address is 1165 Ivanhoe Drive, No. Muskegon, Michigan;

RAYNELL MARIE BRUCE KIBODEAUX, of full age of majority, whose mailing address is 1641 Prarie Mark, Houston, Texas;

PATRICIA GAY BRUCE HUFF, of full age of majority, whose mailing address is 214 Morton Street, Jennings, Louisiana; and

NELIA KAREN BRUCE GOLDMAN, off full age of majority, whose mailing address is 2410 Pinehurst, Monroe, Louisiana,

hereinafter called "Grantor", for and in consideration of the sum of Fifty Thousand and No/100 ($50,000.00) Dollars, and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto Michigan Wisconsin Pipe Line Company hereinafter referred to as "Grantee", its successors and assigns, the right to lay, construct, maintain, inspect, repair, operate, remove or abandon in place one (1) pipeline for the transportation of oil, petroleum products, natural gas and all by-products thereof, under and across the following described land, to-wit:

> A tract of land situated in Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana, except that portion lying in a triangular form West of the East boundary line of Section 14, if extended through said Section 39.

The pipeline shall be laid as shown on the plat attached hereto and marked Exhibit "A" and made a part hereof.

The right-of-way granted herein shall have a width of 75 feet being 25 feet on the East side of the centerline and 50 feet on the West side of the centerline of the right-of-way during construction, to revert to a permanent width of 50 feet being 25 feet on each side of the centerline of the right-of-way, all as shown on the plat attached hereto as Exhibit "A". There is also granted extra work space at road crossings

as shown on the plat attached hereto as Exhibit "A". The extra work space shall be used only during construction of the pipeline and all rights thereto shall terminate following construction and clean-up.

There are included in this grant the rights of ingress and egress for the purpose of constructing, inspecting and repairing the said line, but except for emergency repairs, said rights of ingress and egress shall be strictly limited to the right-of-way herein granted.

It is expressly agreed and understood that Grantor retains and shall have the right fully to use and enjoy the above described land, subject to the right of easement herein granted unto Grantee, including, by way of illustration but not of way of limitation, the right to pasture and to farm the surface of the land. Grantor agrees not to construct nor permit to be constructed any house, building or other structure within the permanent 50 foot right-of-way herein granted. It is also agreed that Grantee shall have the right from time to time to cut or remove all trees, undergrowth or other obstruction on or within the peramnent right-of-way granted hereby that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights and privileges herein granted.

Grantee agrees to pay Grantor and/or Grantor's tenants for all damages that may be caused from the exercise of the rights herein granted by Grantee, its agents, servants, employees, contractors, or sub-contractor.

As additional consideration for the grant of this servitude and right-of-way Grantee agrees:

1. That said pipeline shall be buried at least thirty-six (36") inches below the surface of the ground measured from the surface of the ground to the top of the pipe. There shall be no above ground installations on the land, except for vents and pipeline markers, and these shall be placed only on exterior boundary lines or roadcrossings.

2. During construction of said pipeline, Grantee shall be limited to the use of a strip of land seventy-five (75') feet in width and extending across the above described land along the route herein above referred to.

3. Upon completion of construction of the pipeline, the right-of-way acquired by Grantee herein shall revert in width to fifty (50') feet.

4. That Grantee, before severing or cutting fences of Grantor at each point where same are to be severed or cut, will staunchly cross-brace the two panels, the one immediately on either side of the point of severance, so as to prevent unnecessary sag in the remaining portion of such fence or fences. Grantee also agrees that such fences as have been cut will be closed at all times except when construction work underway necessitates an opening therein; following construction such fences which are cut shall be re-built with 4 strand barbed wire and creosoted posts.

5. All trenches shall be back-filled, after being first pumped dry in cultivated lands, after the installation of said pipeline and in case of the abandonment and/or expiration of this grant of servitude for any cause or reason, Grantee agrees that all ditches and debris caused by the construction or removal operation must be filled, cleared and the land restored as near as possible to its original condition.

6. Any private road or roads of Grantor which are cut by Grantee shall be restored to as equal or better condition as presently exists and made available for passage as soon as practical. Grantee further acknowledges that it has no right to the use of any such roads without the prior consent of Grantor.

7. This grant of right-of-way and easement is limited to one pipeline, as herein described, and for the use herein provided and there shall be no other use thereof, such as the erection of pole lines.

8. Grantee agrees to indemnify and hold Grantors harmless against any loss or liability on account of injuries to persons, including death, and damages to the property of others, and all costs and expenses incident thereto arising from the exercise of Grantee of its rights hereunder or any defect in or failure of its pipeline or other facility constructed by Grantee hereunder. In the event a suit is brought against Grantors to recover for, or on account of, any such damage, injury, or death, Grantee will, at Grantors' request, appear and defend such suit at its sole cost and expense and will pay any judgment that may be entered against Grantors therein when said suit is finally determined; provided that, for this provision to be effective, Grantors must give Grantee adequate and timely notice of the filing of such suit if Grantee is not itself made a defendant.

9. The pipeline shall be constructed across drainage and irrigation canals on the above described property by boring beneath them. The pipeline shall be buried at least five (5') feet below the bottom of said drainage ditch or irrigation canals.

10. Grantor shall have the right to place along, across and over said right-of-way and easement as many roads, streets, railroad tracks, sidewalks, passage-ways, electric light and power lines, water lines, sewer lines, telephone lines and telephone poles, and any and all other utilities as said Grantor may desire, provided, however, that if the same are placed along, as distinguished from across said easement, they shall not be placed within twenty (20') feet of the pipeline of Grantee.

11. The pipeline shall not exceed thirty (30") inches inside diameter.

12. The pipeline shall be constructed and the premises resotred to its former condition as nearly as practical not later than March 15th of any given year, but before December 31, 1983.

13. In addition to the right-of-way and other rights herein granted, Grantee shall have the right to the use of the "temporary working space" and "extra work space" shown on the plat attaced hereto. Following construction of the pipeline, Grantee's right to the use of such temporary work space and extra work space shall terminate.

14. Grantee agrees that in the event the construction, replacement or removal of a pipeline occurs during the flooding of the rice fields, Grantee agrees to provide for the fluming of the water across the pipeline ditch and/or right-of-way so that the pipeline construction will not interfere with water in the rice fields remaining level, and levees necessary to keep the water from running off the land will be built along the right-of-way. An extra width is granted herein to provide space to make levees on the outside of right-of-way and work areas. This width will be computed on acreage basis and payment made to Grantor for crop loss on this acreage.

15. During construction Grantee shall construct at its expense, where necessary, vehicular crossings over and across the right-of-way for Grantor's use in crossing from one side of the right-of-way to the other with farm implements and machinery such as tractors, trucks, discs, etc.

16. In the construction, maintenance and operation of the said pipeline, Grantee agrees to comply with all regulations and directives of state and federal agencies having authority in the premises.

17. Grantee expressly agrees that following construction, should any of Grantor's farm equipment or machinery become bogged down or be damaged, or both, while traversing the right-of-way then Grantee shall co-operate with Grantor in remedying the situation and/or repairing the damage, or both.

18. The above recited consideraiton this day paid by Grantee to Grantor is accepted by Grantor in full payment, settlement and satisfaction for right-of way, temporary and permanent, for the right to the use of temporary working space, for all severance damages, and for damages caused because of Grantee's exercise of the initial rights herein granted. Grantee will be responsible for all subsequent damages resulting from Grantee's exercising its rights herein under.

19. It is also agreed and understood that Grantee will attempt to separate the top soil by trenching to a depth of approximately ten (10") inches with a conventional trenching machine; Grantee will then remove the subsoil in a second trenching operation. In the back filling operation, the subsoil will be replaced first and then the top soil. A dragline shall not be used for trenching or digging operations, other than at pipeline and canal crossing. An additional space is herein provided parallel to and on the East side of construction right-of-way for the placement of top soil in this operation.

20. No valves, fittings, meters and other equipment shall be installed on or in connection with the said pipeline without the written consent of the Grantor; and no installations whatsoever shall be made above ground, except that cathodic test wires may be installed at outside line fence lines.

21. This grant is made subject to any and all previous rights-of-way and/or servitudes, oil, gas, mineral lease or leases and mortgages or mortgages, and rights of Grantor's tenants, if any, presently affecting said above described property, and Grantee agrees that the exercise by it of this servitude will not interfere with any exploration, mining or development of oil, gas and other minerals on said property.

22. Before exercising any of the rights herein granted, Grantee shall contact Mr. Raymond Bruce at 318-824-1260 or Mr. Worrel B. Johnson at 318-734-3012.

The Grantee, its successors and assigns, is hereby expressly given and granted the right to assign said right-of-way and easement or any part thereof, or interest therein. The same shall be divisible among two or more owners as to any right or rights granted hereunder so that each assignee or owner shall have the right and privileges herein granted to be owned and enjoyed in common or severally.

TO HAVE AND TO HOLD unto Grantee, its successors, or assigns, until the abandonment of the pipeline to be constructed on the right-of-way herein granted. Failure of Grantee to use the line for eighteen

(18) consecutive months shall constitute an abandonment of the pipeline and it shall then become the property of Grantor, however, Grantee has the option to remove pipeline within this period.

This agreement will be executed in multiple counter-parts, each of which shall be an original document binding upon the Grantors who execute same whether or not said right-of-way is ultimately signed by all Grantors.

IN TESTIMONY WHEREOF, Grantor has executed this grant of right-of-way in the presence of the undersigned competent witnesses on this _____day of _____, 1981.

WITNESSES:

_____

_____

_____

YVETTE M. LaFLEUR

ALBERT S. JOHNSON, III

SANDRA LYNN JOHNSON TRAHAN, individually and as agent and attorney in fact for Marvel A. Johnson

MARVEL A. JOHNSON

MILTON F. BOURDIER

ALFRED C. BOURDIER

LYNN H. BOURDIER

BERNADINE B. ZIBILICH

ROSE MARIE PETITJEAN

774

DAVID L. BOURDIER

BERNICE F. BOUDREAUX

MARK W. BOUDREAUX

WAYNE F. BOUDREAUX

Carole D. Querbes

A. J. Alexander

Raynell Marie Bruce Kibodeaux

RAYNELL MARIE BRUCE KIBODEAUX

PATRICIA GAY BRUCE HUFF

NELIA KAREN BRUCE GOLDMAN

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared

RAYNELL MARIE BRUCE KIBODEAUX,

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed for the purposes and considerations therein shown.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal at Houston, Texas, on this 14th day of October, 1981.

Paulette M. Moser
NOTARY PUBLIC
IN AND FOR HARRIS COUNTY, TEXAS
Paulette M. Moser

My Commission Expires: 4-8-85

Exhibit D
Castex Development - Title and Lease History - 000792

GAY B. HUFF, CLERK OF COURT.
Ex-Officio Recorder.

976

SHT 1 OF 2

1	PL - 502 - 01 - 74	H2302A	

PROPOSED 30" PIPELINE
CROSSING PROPERTY OF
O.W. JOHNSON, JR., et al

Ford, Bacon & Davis
Construction Corporation

AGENT - AS AGENT FOR
MICHIGAN WISCONSIN PIPE LINE CO

JEFFERSON DAVIS PARISH, LOUISIANA
SECTION 39 , T10S-R3W

Wayne F Boudreaux
777

432641

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1981 NOV -2 PM 12:43
CLERK OF COURT
JEFFERSON DAVIS PARISH

RIGHT-OF-WAY AGREEMENT

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS: That

WORRELL B. JOHNSON, of full age of majority, whose mailing address is P. O. Box 388, Welsh, Louisiana;

ORA J. MIGUEZ, of full age of majority, whose mailing address is 114 Davies Street, Jennings, Louisiana;

LYDIA BOUDREAUX, of full age of majority, whose mailing address is 1313 10th Street, Lake Charles, Louisiana;

O. W. JOHNSON, JR., of full age of majority, whose mailing address is P. O. Box 747, Welsh, Louisiana;

MAMIE C. JOHNSON, of full age of majority, whose mailing address is P. O. Box 162, Welsh, Louisiana;

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432641

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MARK W. BOUDREAUX, of full age of majority, whose mailing address is 2601 Petworth Court, Cincinnatti, Ohio;

WAYNE F. BOUDREAUX, of full age of majority, whose mailing address is 1165 Ivanhoe Drive, No. Muskegon, Michigan;

RAYNELL MARIE BRUCE KIBODEAUX, of full age of majority, whose mailing address is 1641 Prarie Mark, Houston, Texas;

PATRICIA GAY BRUCE HUFF, of full age of majority, whose mailing address is 214 Morton Street, Jennings, Louisiana; and

NELIA KAREN BRUCE GOLDMAN, off full age of majority, whose mailing address is 214 Pinehurst, Monroe, Louisiana,

hereinafter called "Grantor", for and in consideration of the sum of Fifty Thousand and No/100 ($50,000.00) Dollars, and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto Michigan Wisconsin Pipe Line Company hereinafter referred to as "Grantee", its successors and assigns, the right to lay, construct, maintain, inspect, repair, operate, remove or abandon in place one (1) pipeline for the transportation of oil, petroleum products, natural gas and all by-products thereof, under and across the following described land, to-wit:

A tract of land situated in Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana, except that portion lying in a triangular form West of the East boundary line of Section 14, if extended through said Section 39.

The pipeline shall be laid as shown on the plat attached hereto and marked Exhibit "A" and made a part hereof.

The right-of-way granted herein shall have a width of 75 feet being 25 feet on the East side of the centerline and 50 feet on the West side of the centerline of the right-of-way during construction, to revert to a permanent width of 50 feet being 25 feet on each side of the centerline of the right-of-way, all as shown on the plat attached hereto as Exhibit "A". There is also granted extra work space at road crossings

as shown on the plat attached hereto as Exhibit "A". The extra work space shall be used only during construction of the pipeline and all rights thereto shall terminate following construction and clean-up.

There are included in this grant the rights of ingress and egress for the purpose of constructing, inspecting and repairing the said line, but except for emergency repairs, said rights of ingress and egress shall be strictly limited to the right-of-way herein granted.

It is expressly agreed and understood that Grantor retains and shall have the right fully to use and enjoy the above described land, subject to the right of easement herein granted unto Grantee, including, by way of illustration but not of way of limitation, the right to pasture and to farm the surface of the land. Grantor agrees not to construct nor permit to be constructed any house, building or other structure within the permanent 50 foot right-of-way herein granted. It is also agreed that Grantee shall have the right from time to time to cut or remove all trees, undergrowth or other obstruction on or within the peramnent right-of-way granted hereby that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights and privileges herein granted.

Grantee agrees to pay Grantor and/or Grantor's tenants for all damages that may be caused from the exercise of the rights herein granted by Grantee, its agents, servants, employees, contractors, or sub-contractor.

As additional consideration for the grant of this servitude and right-of-way Grantee agrees:

1. That said pipeline shall be buried at least thirty-six (36") inches below the surface of the ground measured from the surface of the ground to the top of the pipe. There shall be no above ground installations on the land, except for vents and pipeline markers, and these shall be placed only on exterior boundary lines or roadcrossings.

2. During construction of said pipeline, Grantee shall be limited to the use of a strip of land seventy-five (75') feet in width and extending across the above described land along the route herein above referred to.

3. Upon completion of construction of the pipeline, the right-of-way acquired by Grantee herein shall revert in width to fifty (50') feet.

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5. All trenches shall be back-filled, after being first pumped dry in cultivated lands, after the installation of said pipeline and in case of the abandonment and/or expiration of this grant of servitude for any cause or reason, Grantee agrees that all ditches and debris caused by the construction or removal operation must be filled, cleared and the land restored as near as possible to its original condition.

6. Any private road or roads of Grantor which are cut by Grantee shall be restored to as equal or better condition as presently exists and made available for passage as soon as practical. Grantee further acknowledges that it has no right to the use of any such roads without the prior consent of Grantor.

7. This grant of right-of-way and easement is limited to one pipeline, as herein described, and for the use herein provided and there shall be no other use thereof, such as the erection of pole lines.

8. Grantee agrees to indemnify and hold Grantors harmless against any loss or liability on account of injuries to persons, including death, and damages to the property of others, and all costs and expenses incident thereto arising from the exercise of Grantee of its rights hereunder or any defect in or failure of its pipeline or other facility constructed by Grantee hereunder. In the event a suit is brought against Grantors to recover for, or on account of, any such damage, injury, or death, Grantee will, at Grantors' request, appear and defend such suit at its sole cost and expense and will pay any judgment that may be entered against Grantors therein when said suit is finally determined; provided that, for this provision to be effective, Grantors must give Grantee adequate and timely notice of the filing of such suit if Grantee is not itself made a defendant.

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17. Grantee expressly agrees that following construction, should any of Grantor's farm equipment or machinery become bogged down or be damaged, or both, while traversing the right-of-way then Grantee shall co-operate with Grantor in remedying the situation and/or repairing the damage, or both.

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19. It is also agreed and understood that Grantee will attempt to separate the top soil by trenching to a depth of approximately ten (10") inches with a conventional trenching machine; Grantee will then remove the subsoil in a second trenching operation. In the back filling operation, the subsoil will be replaced first and then the top soil. A dragline shall not be used for trenching or digging operations, other than at pipeline and canal crossing. An additional space is herein provided parallel to and on the East side of construction right-of-way for the placement of top soil in this operation.

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21. This grant is made subject to any and all previous rights-of-way and/or servitudes, oil, gas, mineral lease or leases and mortgages or mortgages, and rights of Grantor's tenants, if any, presently affecting said above described property, and Grantee agrees that the exercise by it of this servitude will not interfere with any exploration, mining or development of oil, gas and other minerals on said property.

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The Grantee, its successors and assigns, is hereby expressly given and granted the right to assign said right-of-way and easement or any part thereof, or interest therein. The same shall be divisible among two or more owners as to any right or rights granted hereunder so that each assignee or owner shall have the right and privileges herein granted to be owned and enjoyed in common or severally.

TO HAVE AND TO HOLD unto Grantee, its successors, or assigns, until the abandonment of the pipeline to be constructed on the right-of-way herein granted. Failure of Grantee to use the line for eighteen

(18) consecutive months shall constitute an abandonment of the pipeline and it shall then become the property of Grantor, however, Grantee has the option to remove pipeline within this period.

This agreement will be executed in multiple counter-parts, each of which shall be an original document binding upon the Grantors who execute same whether or not said right-of-way is ultimately signed by all Grantors.

IN TESTIMONY WHEREOF, Grantor has executed this grant of right-of-way in the presence of the undersigned competent witnesses on this _____day of _____, 1981.

WITNESSES:

_____

_____

_____

YVETTE M. LaFLEUR

ALBERT S. JOHNSON, III

SANDRA LYNN JOHNSON TRAHAN, individually and as agent and attorney in fact for Marvel A. Johnson

MARVEL A. JOHNSON

MILTON F. BOURDIER

ALFRED C. BOURDIER

LYNN H. BOURDIER

BERNADINE B. ZIBILICH

ROSE MARIE PETITJEAN

DAVID L. BOURDIER

BERNICE F. BOUDREAUX

MARK W. BOUDREAUX

Jane L. Kerr
Eric J. DeWoody
Barbara A. Barry
Eric J. DeWoody

Wayne F. Boudreaux
WAYNE F. BOUDREAUX

RAYNELL MARIE BRUCE KIBODEAUX

PATRICIA GAY BRUCE HUFF

NELIA KAREN BRUCE GOLDMAN

STATE OF ~~LOUISIANA~~ MICHIGAN

~~PARISH OF~~
COUNTY OF MUSKEGON

BEFORE ME, the undersigned authority, this day personally appeared _____, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows WAYNE F. BOUDREAUX, the party/parties named in said instrument, to be the identical person ____ described therein, and who executed the same, and saw him sign the same as his voluntary act and deed, and that he, the said _____ subscribed his name to the same at the same time as an attesting witness.

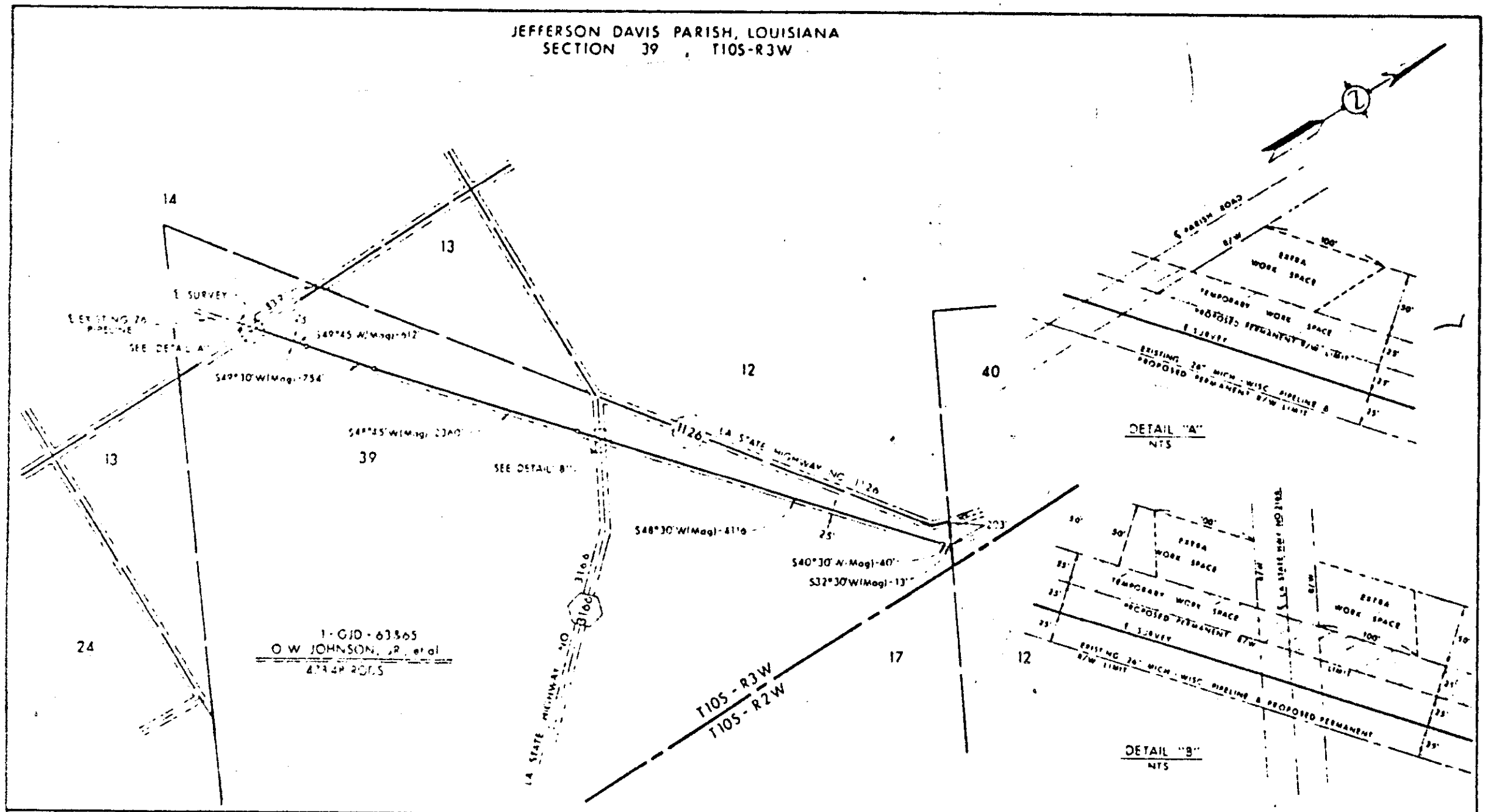
Eric J. Boudreaux

SWORN TO AND SUBSCRIBED before me, this 30th day of September, 1981.

Barbara L. Bray
NOTARY PUBLIC in and for ~~COUNTY OF~~ ~~Jefferson Davis Parish, Louisiana~~
MUSKEGON, MUSKEGON, MICHIGAN

GAY B. HUFF, CLERK OF COURT.
Ex-Officio Recorder.

JEFFERSON DAVIS PARISH, LOUISIANA
SECTION 39 , T10S-R3W



2 8-27-81 REVISED TO CONFIRMATION	ENGINEERING	Ford, Bacon & Davis Construction Corporation MONROE, LOUISIANA
1 7-8-79 REVISED TO LINE LOCATION	DRAWN BY	ACTING AS AGENT FOR MICHIGAN WISCONSIN PIPE LINE CO
NO. DATE BY	CHECKED BY	PROPOSED 30" PIPELINE CROSSING PROPERTY OF O.W JOHNSON, JR., et al
		1" = 1000' PL - 502 - 01 - 74 1

282

Exhibit D
Castex Development - Title and Lease History - 000803

788

432642

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1991 NOV -2 PM 12:49
CLERK OF COURT
JEFFERSON DAVIS PARISH

RIGHT-OF-WAY AGREEMENT

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS: That

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A tract of land situated in Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana, except that portion lying in a triangular form West of the East boundary line of Section 14, if extended through said Section 39.

The pipeline shall be laid as shown on the plat attached hereto and marked Exhibit "A" and made a part hereof.

The right-of-way granted herein shall have a width of 75 feet being 25 feet on the East side of the centerline and 50 feet on the West side of the centerline of the right-of-way during construction, to revert to a permanent width of 50 feet being 25 feet on each side of the centerline of the right-of-way, all as shown on the plat attached hereto as Exhibit "A". There is also granted extra work space at road crossings

as shown on the plat attached hereto as Exhibit "A". The extra work space shall be used only during construction of the pipeline and all rights thereto shall terminate following construction and clean-up.

There are included in this grant the rights of ingress and egress for the purpose of constructing, inspecting and repairing the said line, but except for emergency repairs, said rights of ingress and egress shall be strictly limited to the right-of-way herein granted.

It is expressly agreed and understood that Grantor retains and shall have the right fully to use and enjoy the above described land, subject to the right of easement herein granted unto Grantee, including, by way of illustration but not of way of limitation, the right to pasture and to farm the surface of the land. Grantor agrees not to construct nor permit to be constructed any house, building or other structure within the permanent 50 foot right-of-way herein granted. It is also agreed that Grantee shall have the right from time to time to cut or remove all trees, undergrowth or other obstruction on or within the peramnent right-of-way granted hereby that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights and privileges herein granted.

Grantee agrees to pay Grantor and/or Grantor's tenants for all damages that may be caused from the exercise of the rights herein granted by Grantee, its agents, servants, employees, contractors, or sub-contractor.

As additional consideration for the grant of this servitude and right-of-way Grantee agrees:

1. That said pipeline shall be buried at least thirty-six (36") inches below the surface of the ground measured from the surface of the ground to the top of the pipe. There shall be no above ground installations on the land, except for vents and pipeline markers, and these shall be placed only on exterior boundary lines or roadcrossings.

2. During construction of said pipeline, Grantee shall be limited to the use of a strip of land seventy-five (75') feet in width and extending across the above described land along the route herein above referred to.

3. Upon completion of construction of the pipeline, the right-of-way acquired by Grantee herein shall revert in width to fifty (50') feet.

4. That Grantee, before severing or cutting fences of Grantor at each point where same are to be severed or cut, will staunchly cross-brace the two panels, the one immediately on either side of the point of severance, so as to prevent unnecessary sag in the remaining portion of such fence or fences. Grantee also agrees that such fences as have been cut will be closed at all times except when construction work underway necessitates an opening therein; following construction such fences which are cut shall be rebuilt with 4 strand barbed wire and creosoted posts.

5. All trenches shall be back-filled, after being first pumped dry in cultivated lands, after the installation of said pipeline and in case of the abandonment and/or expiration of this grant of servitude for any cause or reason, Grantee agrees that all ditches and debris caused by the construction or removal operation must be filled, cleared and the land restored as near as possible to its original condition.

6. Any private road or roads of Grantor which are cut by Grantee shall be restored to as equal or better condition as presently exists and made available for passage as soon as practical. Grantee further acknowledges that it has no right to the use of any such roads without the prior consent of Grantor.

7. This grant of right-of-way and easement is limited to one pipeline, as herein described, and for the use herein provided and there shall be no other use thereof, such as the erection of pole lines.

8. Grantee agrees to indemnify and hold Grantors harmless against any loss or liability on account of injuries to persons, including death, and damages to the property of others, and all costs and expenses incident thereto arising from the exercise of Grantee of its rights hereunder or any defect in or failure of its pipeline or other facility constructed by Grantee hereunder. In the event a suit is brought against Grantors to recover for, or on account of, any such damage, injury, or death, Grantee will, at Grantors' request, appear and defend such suit at its sole cost and expense and will pay any judgment that may be entered against Grantors therein when said suit is finally determined; provided that, for this provision to be effective, Grantors must give Grantee adequate and timely notice of the filing of such suit if Grantee is not itself made a defendant.

9. The pipeline shall be constructed across drainage and irrigation canals on the above described property by boring beneath them. The pipeline shall be buried at least five (5') feet below the bottom of said drainage ditch or irrigation canals.

10. Grantor shall have the right to place along, across and over said right-of-way and easement as many roads, streets, railroad tracks, sidewalks, passage-ways, electric light and power lines, water lines, sewer lines, telephone lines and telephone poles, and any and all other utilities as said Grantor may desire, provided, however, that if the same are placed along, as distinguished from across said easement, they shall not be placed within twenty (20') feet of the pipeline of Grantee.

11. The pipeline shall not exceed thirty (30") inches inside diameter.

12. The pipeline shall be constructed and the premises resotred to its former condition as nearly as practical not later than March 15th of any given year, but before December 31, 1983.

13. In addition to the right-of-way and other rights herein granted, Grantee shall have the right to the use of the "temporary working space" and "extra work space" shown on the plat attaced hereto. Following construction of the pipeline, Grantee's right to the use of such temporary work space and extra work space shall terminate.

14. Grantee agrees that in the event the construction, replacement or removal of a pipeline occurs during the flooding of the rice fields, Grantee agrees to provide for the fluming of the water across the pipeline ditch and/or right-of-way so that the pipeline construction will not interfere with water in the rice fields remaining level, and levees necessary to keep the water from running off the land will be built along the right-of-way. An extra width is granted herein to provide space to make levees on the outside of right-of-way and work areas. This width will be computed on acreage basis and payment made to Grantor for crop loss on this acreage.

15. During construction Grantee shall construct at its expense, where necessary, vehicular crossings over and across the right-of-way for Grantor's use in crossing from one side of the right-of-way to the other with farm implements and machinery such as tractors, trucks, discs, etc.

16. In the construction, maintenance and operation of the said pipeline, Grantee agrees to comply with all regulations and directives of state and federal agencies having authority in the premises.

17. Grantee expressly agrees that following construction, should any of Grantor's farm equipment or machinery become bogged down or be damaged, or both, while traversing the right-of-way then Grantee shall cooperate with Grantor in remedying the situation and/or repairing the damage, or both.

18. The above recited consideraiton this day paid by Grantee to Grantor is accepted by Grantor in full payment, settlement and satisfaction for right-of way, temporary and permanent, for the right to the use of temporary working space, for all severance damages, and for damages caused because of Grantee's exercise of the initial rights herein granted. Grantee will be responsible for all subsequent damages resulting from Grantee's exercising its rights herein under.

19. It is also agreed and understood that Grantee will attempt to separate the top soil by trenching to a depth of approximately ten (10") inches with a conventional trenching machine; Grantee will then remove the subsoil in a second trenching operation. In the back filling operation, the subsoil will be replaced first and then the top soil. A dragline shall not be used for trenching or digging operations, other than at pipeline and canal crossing. An additional space is herein provided parallel to and on the East side of construction right-of-way for the placement of top soil in this operation.

20. No valves, fittings, meters and other equipment shall be installed on or in connection with the said pipeline without the written consent of the Grantor; and no installations whatsoever shall be made above ground, except that cathodic test wires may be installed at outside line fence lines.

21. This grant is made subject to any and all previous rights-of-way and/or servitudes, oil, gas, mineral lease or leases and mortgages or mortgages, and rights of Grantor's tenants, if any, presently affecting said above described property, and Grantee agrees that the exercise by it of this servitude will not interfere with any exploration, mining or development of oil, gas and other minerals on said property.

22. Before exercising any of the rights herein granted, Grantee shall contact Mr. Raymond Bruce at 318-824-1260 or Mr. Worrel B. Johnson at 318-734-3012.

The Grantee, its successors and assigns, is hereby expressly given and granted the right to assign said right-of-way and easement or any part thereof, or interest therein. The same shall be divisible among two or more owners as to any right or rights granted hereunder so that each assignee or owner shall have the right and privileges herein granted to be owned and enjoyed in common or severally.

TO HAVE AND TO HOLD unto Grantee, its successors, or assigns, until the abandonment of the pipeline to be constructed on the right-of-way herein granted. Failure of Grantee to use the line for eighteen

(18) consecutive months shall constitute an abandonment of the pipeline and it shall then become the property of Grantor, however, Grantee has the option to remove pipeline within this period.

This agreement will be executed in multiple counter-parts, each of which shall be an original document binding upon the Grantors who execute same whether or not said right-of-way is ultimately signed by all Grantors.

IN TESTIMONY WHEREOF, Grantor has executed this grant of right-of-way in the presence of the undersigned competent witnesses on this _____day of _____, 1981.

WITNESSES:

Sheila Nickel
Geraldine VanHook

Sheila Nickel
Geraldine VanHook

Sheila Nickel
Geraldine VanHook

Sheila Nickel
Geraldine VanHook

Sheila Nickel
Geraldine VanHook

Sheila Nickel
Geraldine VanHook

Sheila Nickel
Geraldine VanHook

Sheila Nickel
Geraldine VanHook

Sheila Nickel
Geraldine VanHook

Worrell B. Johnson
WORRELL B. JOHNSON

Ora J. Miguez
ORA J. MIGUEZ

Lydia Boudreaux
LYDIA BOUDREAUX

O. W. Johnson Jr.
O. W. JOHNSON, JR.

Mamie C. Johnson
MAMIE C. JOHNSON

Richard W. Johnson
RICHARD W. JOHNSON

R. Raymond Bruce
R. RAYMOND BRUCE

YVETTE M. LaFLEUR

ALBERT S. JOHNSON, III

SANDRA LYNN JOHNSON TRAHAN, individually and as agent and attorney in fact for Marvel A. Johnson

MARVEL A. JOHNSON
by Sandra Johnson Trahan

MILTON F. BOURDIER

ALFRED C. BOURDIER

LYNN H. BOURDIER

BERNADINE B. ZIBILICH

ROSE MARIE PETITJEAN

Sheila Nickel
Geraldene VanHook

David L Bourdier
DAVID L. BOURDIER

BERNICE F. BOUDREAUX

MARK W. BOUDREAUX

WAYNE F. BOUDREAUX

RAYNELL MARIE BRUCE KIBODEAUX

Sheila Nickel
Geraldene VanHook

Patricia Gay Bruce Huff
PATRICIA GAY BRUCE HUFF

NELIA KAREN BRUCE GOLDMAN

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

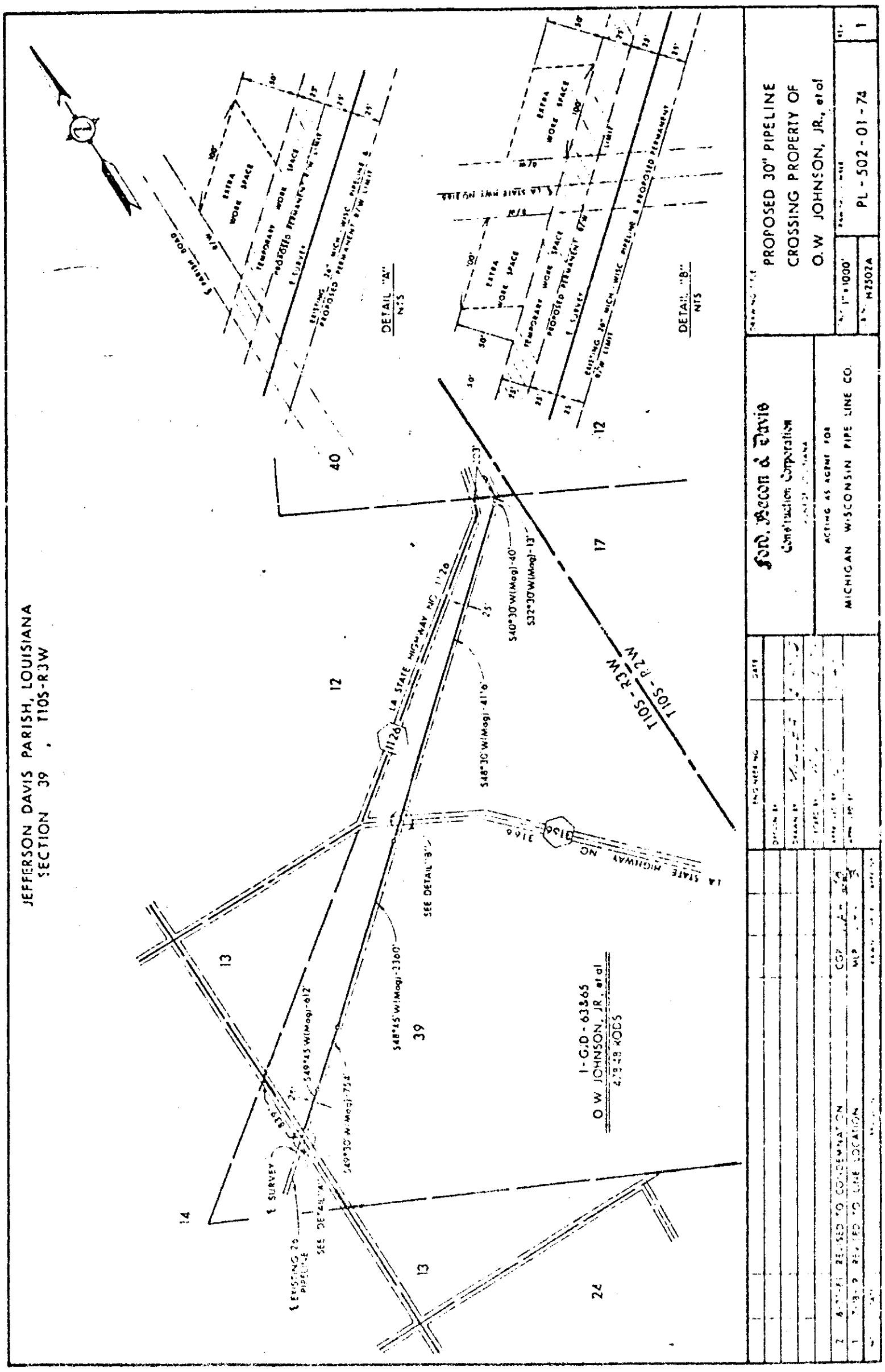
On this _____day of _____, 19____, before me, the undersigned authority, personally appeared:

WORREL B. JOHNSON, ORA J. MIGUEZ, LYDIA BOUDREAUX, O. W. JOHNSON, JR., MAMIE C. JOHNSON, R. RAYMOND BRUCE, SANDRA LYNN JOHNSON TRAHAN, ALFRED C. BOURDIER, LYNN H. BOURDIER, ROSE MARIE PETITJEAN, DAVID L. BOURDIER, PATRICIA GAY BRUCE HUFF and RICHARD W. JOHNSON

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed for the purposes and considerations therein shown and in the capacity therein shown.

IN TESTIMONY WHEREOF I have hereunto affixed my official signature and seal at Jennings, Louisiana, on the day and date above written.

Notary Public in and for Jefferson Davis Parish, La.



GAY B. HUFF, CLERK OF COURT.
Ex-Officio Recorder.

2

Mark W. Boudreaux

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CLERK OF COURT
JEFFERSON DAVIS PARISH

RIGHT-OF-WAY AGREEMENT

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS: That

WORRELL B. JOHNSON, of full age of majority, whose mailing address is P. O. Box 388, Welsh, Louisiana;

ORA J. MIGUEZ, of full age of majority, whose mailing address is 114 Davies Street, Jennings, Louisiana;

LYDIA BOUDREAUX, of full age of majority, whose mailing address is 1313 10th Street, Lake Charles, Louisiana;

O. W. JOHNSON, JR., of full age of majority, whose mailing address is P. O. Box 747, Welsh, Louisiana;

MAMIE C. JOHNSON, of full age of majority, whose mailing address is P. O. Box 162, Welsh, Louisiana;

RICHARD W. JOHNSON, of full age of majority, whose mailing address is P. O. Box 190, Welsh, Louisiana;

R. RAYMOND BRUCE, of full age of majority, whose mailing address is 439 East Academy, Jennings, Louisiana;

YVETTE M. LaFLEUR, of full age of majority, whose mailing address is P. O. Box 1893, Marshall, Texas;

ALBERT S. JOHNSON, III, of full age of majority, whose mailing address is 7805 Windfond, Parker, Colorado;

SANDRA LYNN JOHNSON TRAHAN, of full age of majority, whose mailing address is 230 Village Lane, Lafayette, Louisiana;

MARVEL A. JOHNSON, of full age of majority, whose mailing address is 230 Village Lane, Lafayette, Louisiana;

MILTON F. BOURDIER, of full age of majority, whose mailing address is 13270 Web Lane, Sugarland, Texas, 77478;

ALFRED C. BOURDIER, of full age of majority, whose mailing address is Route 11, Box 932, Lake Charles, Louisiana;

LYNN H. BOURDIER, of full age of majority, whose mailing address is 416 Julius Street, Lake Charles, Louisiana;

BERNADINE B. ZIBILICH, of full age of majority, whose mailing address is 125 Valentine, Avondale, Louisiana;

ROSE MARIE PETITJEAN, of full age of majority, whose mailing address is 1451 Chateau Circle N , Lake Charles, Louisiana;

432643

DAVID L. BOURDIER, of full age of majority, whose mailing address is P. O. Box 762, Patterson, Louisiana;

BERNICE F. BOUDREAUX, of full age of majority, whose mailing address is 3823 Fox Run Drive, apt. 1329, Cincinnatti, Ohio;

MARK W. BOUDREAUX, of full age of majority, whose mailing address is 2601 Petworth Court, Cincinnatti, Ohio;

WAYNE F. BOUDREAUX, of full age of majority, whose mailing address is 1165 Ivanhoe Drive, No. Muskegon, Michigan;

RAYNELL MARIE BRUCE KIBODEAUX, of full age of majority, whose mailing address is 1641 Prarie Mark, Houston, Texas;

PATRICIA GAY BRUCE HUFF, of full age of majority, whose mailing address is 214 Morton Street, Jennings, Louisiana; and

NELIA KAREN BRUCE GOLDMAN, off full age of majority, whose mailing address is 214 Pinehurst, Monroe, Louisiana,

hereinafter called "Grantor", for and in consideration of the sum of Fifty Thousand and No/100 ($50,000.00) Dollars, and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto Michigan Wisconsin Pipe Line Company hereinafter referred to as "Grantee", its successors and assigns, the right to lay, construct, maintain, inspect, repair, operate, remove or abandon in place one (1) pipeline for the transportation of oil, petroleum products, natural gas and all by-products thereof, under and across the following described land, to-wit:

> A tract of land situated in Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana, except that portion lying in a triangular form West of the East boundary line of Section 14, if extended through said Section 39.

The pipeline shall be laid as shown on the plat attached hereto and marked Exhibit "A" and made a part hereof.

The right-of-way granted herein shall have a width of 75 feet being 25 feet on the East side of the centerline and 50 feet on the West side of the centerline of the right-of-way during construction, to revert to a permanent width of 50 feet being 25 feet on each side of the centerline of the right-of-way, all as shown on the plat attached hereto as Exhibit "A". There is also granted extra work space at road crossings

as shown on the plat attached hereto as Exhibit "A". The extra work space shall be used only during construction of the pipeline and all rights thereto shall terminate following construction and clean-up.

There are included in this grant the rights of ingress and egress for the purpose of constructing, inspecting and repairing the said line, but except for emergency repairs, said rights of ingress and egress shall be strictly limited to the right-of-way herein granted.

It is expressly agreed and understood that Grantor retains and shall have the right fully to use and enjoy the above described land, subject to the right of easement herein granted unto Grantee, including, by way of illustration but not of way of limitation, the right to pasture and to farm the surface of the land. Grantor agrees not to construct nor permit to be constructed any house, building or other structure within the permanent 50 foot right-of-way herein granted. It is Also agreed that Grantee shall have the right from time to time to cut or remove all trees, undergrowth or other obstruction on or within the peramnent right-of-way granted hereby that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights and privileges herein granted.

Grantee agrees to pay Grantor and/or Grantor's tenants for all damages that may be caused from the exercise of the rights herein granted by Grantee, its agents, servants, employees, contractors, or sub-contractor.

As additional consideration for the grant of this servitude and right-of-way Grantee agrees:

1. That said pipeline shall be buried at least thirty-six (36") inches below the surface of the ground measured from the surface of the ground to the top of the pipe. There shall be no above ground installations on the land, except for vents and pipeline markers, and these shall be placed only on exterior boundary lines or roadcrossings.

2. During construction of said pipeline, Grantee shall be limited to the use of a strip of land seventy-five (75') feet in width and extending across the above described land along the route herein above referred to.

3. Upon completion of construction of the pipeline, the right-of-way acquired by Grantee herein shall revert in width to fifty (50') feet.

4. That Grantee, before severing or cutting fences of Grantor at each point where same are to be severed or cut, will staunchly cross-brace the two panels, the one immediately on either side of the point of severance, so as to prevent unnecessary sag in the remaining portion of such fence or fences. Grantee also agrees that such fences as have been cut will be closed at all times except when construction work underway necessitates an opening therein; following construction such fences which are cut shall be re-built with 4 strand barbed wire and creosoted posts.

5. All trenches shall be back-filled, after being first pumped dry in cultivated lands, after the installation of said pipeline and in case of the abandonment and/or expiration of this grant of servitude for any cause or reason, Grantee agrees that all ditches and debris caused by the construction or removal operation must be filled, cleared and the land restored as near as possible to its original condition.

6. Any private road or roads of Grantor which are cut by Grantee shall be restored to as equal or better condition as presently exists and made available for passage as soon as practical. Grantee further acknowledges that it has no right to the use of any such roads without the prior consent of Grantor.

7. This grant of right-of-way and easement is limited to one pipeline, as herein described, and for the use herein provided and there shall be no other use thereof, such as the erection of pole lines.

8. Grantee agrees to indemnify and hold Grantors harmless against any loss or liability on account of injuries to persons, including death, and damages to the property of others, and all costs and expenses incident thereto arising from the exercise of Grantee of its rights hereunder or any defect in or failure of its pipeline or other facility constructed by Grantee hereunder. In the event a suit is brought against Grantors to recover for, or on account of, any such damage, injury, or death, Grantee will, at Grantors' request, appear and defend such suit at its sole cost and expense and will pay any judgment that may be entered against Grantors therein when said suit is finally determined; provided that, for this provision to be effective, Grantors must give Grantee adequate and timely notice of the filing of such suit if Grantee is not itself made a defendant.

9. The pipeline shall be constructed across drainage and irrigation canals on the above described property by boring beneath them. The pipeline shall be buried at least five (5') feet below the bottom of said drainage ditch or irrigation canals.

10. Grantor shall have the right to place along, across and over said right-of-way and easement as many roads, streets, railroad tracks, sidewalks, passage-ways, electric light and power lines, water lines, sewer lines, telephone lines and telephone poles, and any and all other utilities as said Grantor may desire, provided, however, that if the same are placed along, as distinguished from across said easement, they shall not be placed within twenty (20') feet of the pipeline of Grantee.

11. The pipeline shall not exceed thirty (30") inches inside diameter.

12. The pipeline shall be constructed and the premises resotred to its former condition as nearly as practical not later than March 15th of any given year, but before December 31, 1983.

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15. During construction Grantee shall construct at its expense, where necessary, vehicular crossings over and across the right-of-way for Grantor's use in crossing from one side of the right-of-way to the other with farm implements and machinery such as tractors, trucks, discs, etc.

16. In the construction, maintenance and operation of the said pipeline, Grantee agrees to comply with all regulations and directives of state and federal agencies having authority in the premises.

17. Grantee expressly agrees that following construction, should any of Grantor's farm equipment or machinery become bogged down or be damaged, or both, while traversing the right-of-way then Grantee shall co-operate with Grantor in remedying the situation and/or repairing the damage, or both.

18. The above recited consideraiton this day paid by Grantee to Grantor is accepted by Grantor in full payment, settlement and satisfaction for right-of way, temporary and permanent, for the right to the use of temporary working space, for all severance damages, and for damages caused because of Grantee's exercise of the initial rights herein granted. Grantee will be responsible for all subsequent damages resulting from Grantee's exercising its rights herein under.

19. It is also agreed and understood that Grantee will attempt to separate the top soil by trenching to a depth of approximately ten (10") inches with a conventional trenching machine; Grantee will then remove the subsoil in a second trenching operation. In the back filling operation, the subsoil will be replaced first and then the top soil. A dragline shall not be used for trenching or digging operations, other than at pipeline and canal crossing. An additional space is herein provided parallel to and on the East side of construction right-of-way for the placement of top soil in this operation.

20. No valves, fittings, meters and other equipment shall be installed on or in connection with the said pipeline without the written consent of the Grantor; and no installations whatsoever shall be made above ground, except that cathodic test wires may be installed at outside line fence lines.

21. This grant is made subject to any and all previous rights-of-way and/or servitudes, oil, gas, mineral lease or leases and mortgages or mortgages, and rights of Grantor's tenants, if any, presently affecting said above described property, and Grantee agrees that the exercise by it of this servitude will not interfere with any exploration, mining or development of oil, gas and other minerals on said property.

22. Before exercising any of the rights herein granted, Grantee shall contact Mr. Raymond Bruce at 318-824-1260 or Mr. Worrel B. Johnson at 318-734-3012.

The Grantee, its successors and assigns, is hereby expressly given and granted the right to assign said right-of-way and easement or any part thereof, or interest therein. The same shall be divisible among two or more owners as to any right or rights granted hereunder so that each assignee or owner shall have the right and privileges herein granted to be owned and enjoyed in common or severally.

TO HAVE AND TO HOLD unto Grantee, its successors, or assigns, until the abandonment of the pipeline to be constructed on the right-of-way herein granted. Failure of Grantee to use the line for eighteen

(18) consecutive months shall constitute an abandonment of the pipeline and it shall then become the property of Grantor, however, Grantee has the option to remove pipeline within this period.

This agreement will be executed in multiple counter-parts, each of which shall be an original document binding upon the Grantors who execute same whether or not said right-of-way is ultimately signed by all Grantors.

IN TESTIMONY WHEREOF, Grantor has executed this grant of right-of-way in the presence of the undersigned competent witnesses on this 26th day of September, 1981.

WITNESSES:

_____

_____

_____

YVETTE M. LaFLEUR

ALBERT S. JOHNSON, III

SANDRA LYNN JOHNSON TRAHAN, individually and as agent and attorney in fact for Marvel A. Johnson

MARVEL A. JOHNSON

MILTON F. BOURDIER

ALFRED C. BOURDIER

LYNN H. BOURDIER

BERNADINE B. ZIBILICH

ROSE MARIE PETITJEAN

10

DAVID L. BOURDIER

BERNICE F. BOUDREAUX

Harry F. Schneider

Carolyn R. Schneider

MARK W. BOUDREAUX

WAYNE F. BOUDREAUX

RAYNELL MARIE BRUCE KIBODEAUX

PATRICIA GAY BRUCE HUFF

NELIA KAREN BRUCE GOLDMAN

OHIO
STATE OF ~~LOUISIANA~~

~~PARISH~~ OF ~~JEFFERSON DAVIS~~
COUNTY HAMILTON

BEFORE ME, the undersigned authority, this day personally appeared HARRY T. Schneider, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows MARK W. BOUDREAUX, the party/parties named in said instrument, to be the identical person ___ described therein, and who executed the same, and saw him sign the same as his voluntary act and deed, and that he, the said HARRY T. Schneider subscribed his name to the same at the same time as an attesting witness.

Harry T. Schneider

SWORN TO AND SUBSCRIBED before me, this 26th day of September, 1981.

Carolyn R. Schneider
NOTARY PUBLIC in and for
~~Jefferson Davis Parish, Louisiana~~
HAMILTON COUNTY, OHIO

CAROLYN R. SCHNEIDER
Notary Public, State of Ohio
My Commission Expires August 27, 1985

Exhibit D
Castex Development - Title and Lease History - 000825

PROPOSED 30" PIPELINE CROSSING PROPERTY OF O.W JOHNSON, JR., et al	Ford, Bacon & Davis Construction	ACTING AS AGENT FOR MICHIGAN WISCONSIN PIPE LINE CO	PL - 502 - 01 - 74

JEFFERSON DAVIS PARISH, LOUISIANA
SECTION 39 , T10S-R3W

T10S - R3W

T10S - R2W

O.W JOHNSON, JR. et al
1-GJD-63565

CAY B. HUFF, CLERK OF COURT.
Ex-Officio Recorder.

12

Bernice F Boudreaux

13

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CLERK OF COURT
JEFFERSON DAVIS PARISH

RIGHT-OF-WAY AGREEMENT

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS: That

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WAYNE F. BOUDREAUX, of full age of majority, whose mailing address is 1165 Ivanhoe Drive, No. Muskegon, Michigan;

RAYNELL MARIE BRUCE KIBODEAUX, of full age of majority, whose mailing address is 1641 Prarie Mark, Houston, Texas;

PATRICIA GAY BRUCE HUFF, of full age of majority, whose mailing address is 214 Morton Street, Jennings, Louisiana; and

NELIA KAREN BRUCE GOLDMAN, off full age of majority, whose mailing address is 214 Pinehurst, Monroe, Louisiana,

hereinafter called "Grantor", for and in consideration of the sum of Fifty Thousand and No/100 ($50,000.00) Dollars, and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto Michigan Wisconsin Pipe Line Company hereinafter referred to as "Grantee", its successors and assigns, the right to lay, construct, maintain, inspect, repair, operate, remove or abandon in place one (1) pipeline for the transportation of oil, petroleum products, natural gas and all by-products thereof, under and across the following described land, to-wit:

A tract of land situated in Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana, except that portion lying in a triangular form West of the East boundary line of Section 14, if extended through said Section 39.

The pipeline shall be laid as shown on the plat attached hereto and marked Exhibit "A" and made a part hereof.

The right-of-way granted herein shall have a width of 75 feet being 25 feet on the East side of the centerline and 50 feet on the West side of the centerline of the right-of-way during construction, to revert to a permanent width of 50 feet being 25 feet on each side of the center-line of the right-of-way, all as shown on the plat attached hereto as Exhibit "A". There is also granted extra work space at road crossings

as shown on the plat attached hereto as Exhibit "A". The extra work space shall be used only during construction of the pipeline and all rights thereto shall terminate following construction and clean-up.

There are included in this grant the rights of ingress and egress for the purpose of constructing, inspecting and repairing the said line, but except for emergency repairs, said rights of ingress and egress shall be strictly limited to the right-of-way herein granted.

It is expressly agreed and understood that Grantor retains and shall have the right fully to use and enjoy the above described land, subject to the right of easement herein granted unto Grantee, including, by way of illustration but not of way of limitation, the right to pasture and to farm the surface of the land. Grantor agrees not to construct nor permit to be constructed any house, building or other structure within the permanent 50 foot right-of-way herein granted. It is also agreed that Grantee shall have the right from time to time to cut or remove all trees, undergrowth or other obstruction on or within the peramnent right-of-way granted hereby that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights and privileges herein granted.

Grantee agrees to pay Grantor and/or Grantor's tenants for all damages that may be caused from the exercise of the rights herein granted by Grantee, its agents, servants, employees, contractors, or sub-contractor.

As additional consideration for the grant of this servitude and right-of-way Grantee agrees:

1. That said pipeline shall be buried at least thirty-six (36") inches below the surface of the ground measured from the surface of the ground to the top of the pipe. There shall be no above ground installations on the land, except for vents and pipeline markers, and these shall be placed only on exterior boundary lines or roadcrossings.

2. During construction of said pipeline, Grantee shall be limited to the use of a strip of land seventy-five (75') feet in width and extending across the above described land along the route herein above referred to.

3. Upon completion of construction of the pipeline, the right-of-way acquired by Grantee herein shall revert in width to fifty (50') feet.

4. That Grantee, before severing or cutting fences of Grantor at each point where same are to be severed or cut, will staunchly cross-brace the two panels, the one immediately on either side of the point of severance, so as to prevent unnecessary sag in the remaining portion of such fence or fences. Grantee also agrees that such fences as have been cut will be closed at all times except when construction work underway necessitates an opening therein; following construction such fences which are cut shall be rebuilt with 4 strand barbed wire and creosoted posts.

5. All trenches shall be back-filled, after being first pumped dry in cultivated lands, after the installation of said pipeline and in case of the abandonment and/or expiration of this grant of servitude for any cause or reason, Grantee agrees that all ditches and debris caused by the construction or removal operation must be filled, cleared and the land restored as near as possible to its original condition.

6. Any private road or roads of Grantor which are cut by Grantee shall be restored to as equal or better condition as presently exists and made available for passage as soon as practical. Grantee further acknowledges that it has no right to the use of any such roads without the prior consent of Grantor.

7. This grant of right-of-way and easement is limited to one pipeline, as herein described, and for the use herein provided and there shall be no other use thereof, such as the erection of pole lines.

8. Grantee agrees to indemnify and hold Grantors harmless against any loss or liability on account of injuries to persons, including death, and damages to the property of others, and all costs and expenses incident thereto arising from the exercise of Grantee of its rights hereunder or any defect in or failure of its pipeline or other facility constructed by Grantee hereunder. In the event a suit is brought against Grantors to recover for, or on account of, any such damage, injury, or death, Grantee will, at Grantors' request, appear and defend such suit at its sole cost and expense and will pay any judgment that may be entered against Grantors therein when said suit is finally determined; provided that, for this provision to be effective, Grantors must give Grantee adequate and timely notice of the filing of such suit if Grantee is not itself made a defendant.

9. The pipeline shall be constructed across drainage and irrigation canals on the above described property by boring beneath them. The pipeline shall be buried at least five (5') feet below the bottom of said drainage ditch or irrigation canals.

10. Grantor shall have the right to place along, across and over said right-of-way and easement as many roads, streets, railroad tracks, sidewalks, passage-ways, electric light and power lines, water lines, sewer lines, telephone lines and telephone poles, and any and all other utilities as said Grantor may desire, provided, however, that if the same are placed along, as distinguished from across said easement, they shall not be placed within twenty (20') feet of the pipeline of Grantee.

11. The pipeline shall not exceed thirty (30") inches inside diameter.

12. The pipeline shall be constructed and the premises resotred to its former condition as nearly as practical not later than March 15th of any given year, but before December 31, 1983.

13. In addition to the right-of-way and other rights herein granted, Grantee shall have the right to the use of the "temporary working space" and "extra work space" shown on the plat attaced hereto. Following construction of the pipeline, Grantee's right to the use of such temporary work space and extra work space shall terminate.

14. Grantee agrees that in the event the construction, replacement or removal of a pipeline occurs during the flooding of the rice fields, Grantee agrees to provide for the fluming of the water across the pipeline ditch and/or right-of-way so that the pipeline construction will not interfere with water in the rice fields remaining level, and levees necessary to keep the water from running off the land will be built along the right-of-way. An extra width is granted herein to provide space to make levees on the outside of right-of-way and work areas. This width will be computed on acreage basis and payment made to Grantor for crop loss on this acreage.

15. During construction Grantee shall construct at its expense, where necessary, vehicular crossings over and across the right-of-way for Grantor's use in crossing from one side of the right-of-way to the other with farm implements and machinery such as tractors, trucks, discs, etc.

16. In the construction, maintenance and operation of the said pipeline, Grantee agrees to comply with all regulations and directives of state and federal agencies having authority in the premises.

17. Grantee expressly agrees that following construction, should any of Grantor's farm equipment or machinery become bogged down or be damaged, or both, while traversing the right-of-way then Grantee shall cooperate with Grantor in remedying the situation and/or repairing the damage, or both.

18. The above recited consideraiton this day paid by Grantee to Grantor is accepted by Grantor in full payment, settlement and satisfaction for right-of way, temporary and permanent, for the right to the use of temporary working space, for all severance damages, and for damages caused because of Grantee's exercise of the initial rights herein granted. Grantee will be responsible for all subsequent damages resulting from Grantee's exercising its rights herein under.

19. It is also agreed and understood that Grantee will attempt to separate the top soil by trenching to a depth of approximately ten (10") inches with a conventional trenching machine; Grantee will then remove the subsoil in a second trenching operation. In the back filling operation, the subsoil will be replaced first and then the top soil. A dragline shall not be used for trenching or digging operations, other than at pipeline and canal crossing. An additional space is herein provided parallel to and on the East side of construction right-of-way for the placement of top soil in this operation.

20. No valves, fittings, meters and other equipment shall be installed on or in connection with the said pipeline without the written consent of the Grantor; and no installations whatsoever shall be made above ground, except that cathodic test wires may be installed at outside line fence lines.

21. This grant is made subject to any and all previous rights-of-way and/or servitudes, oil, gas, mineral lease or leases and mortgages or mortgages, and rights of Grantor's tenants, if any, presently affecting said above described property, and Grantee agrees that the exercise by it of this servitude will not interfere with any exploration, mining or development of oil, gas and other minerals on said property.

22. Before exercising any of the rights herein granted, Grantee shall contact Mr. Raymond Bruce at 318-824-1260 or Mr. Worrel B. Johnson at 318-734-3012.

The Grantee, its successors and assigns, is hereby expressly given and granted the right to assign said right-of-way and easement or any part thereof, or interest therein. The same shall be divisible among two or more owners as to any right or rights granted hereunder so that each assignee or owner shall have the right and privileges herein granted to be owned and enjoyed in common or severally.

TO HAVE AND TO HOLD unto Grantee, its successors, or assigns, until the abandonment of the pipeline to be constructed on the right-of-way herein granted. Failure of Grantee to use the line for eighteen

(18) consecutive months shall constitute an abandonment of the pipeline and it shall then become the property of Grantor, however, Grantee has the option to remove pipeline within this period.

This agreement will be executed in multiple counter-parts, each of which shall be an original document binding upon the Grantors who execute same whether or not said right-of-way is ultimately signed by all Grantors.

IN TESTIMONY WHEREOF, Grantor has executed this grant of right-of-way in the presence of the undersigned competent witnesses on this 26th day of September, 1981.

WITNESSES:

_____

_____

WORRELL B. JOHNSON

_____

_____

ORA J. MIGUEZ

_____

_____

LYDIA BOUDREAUX

_____

_____

O. W. JOHNSON, JR.

_____

_____

MAMIE C. JOHNSON

_____

_____

RICHARD W. JOHNSON

_____

_____

R. RAYMOND BRUCE

_____

YVETTE M. LaFLEUR

ALBERT S. JOHNSON, III

SANDRA LYNN JOHNSON TRAHAN, individually and as agent and attorney in fact for Marvel A. Johnson

MARVEL A. JOHNSON

MILTON F. BOURDIER

ALFRED C. BOURDIER

LYNN H. BOURDIER

BERNADINE B. ZIBILICH

ROSE MARIE PETITJEAN

Harry T. Schneider

Carolyn R. Schneider

DAVID L. BOURDIER

Bernice F Boudreaux
BERNICE F. BOUDREAUX

MARK W. BOUDREAUX

WAYNE F. BOUDREAUX

RAYNELL MARIE BRUCE KIBODEAUX

PATRICIA GAY BRUCE HUFF

NELIA KAREN BRUCE GOLDMAN

22

OHIO
STATE OF ~~LOUISIANA~~

~~PARISH~~ OF ~~JEFFERSON DAVIS~~
COUNTY HAMILTON

BEFORE ME, the undersigned authority, this day personally appeared HARRY T. Schneider to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows BERNICE F. BOUDREAUX, the party/parties named in said instrument, to be the identical person described therein, and who executed the same, and saw ~~him~~ HER sign the same as ~~his~~ HER voluntary act and deed, and that he, the said HARRY T. Schneider subscribed his name to the same at the same time as an attesting witness.

Harry T. Schneider

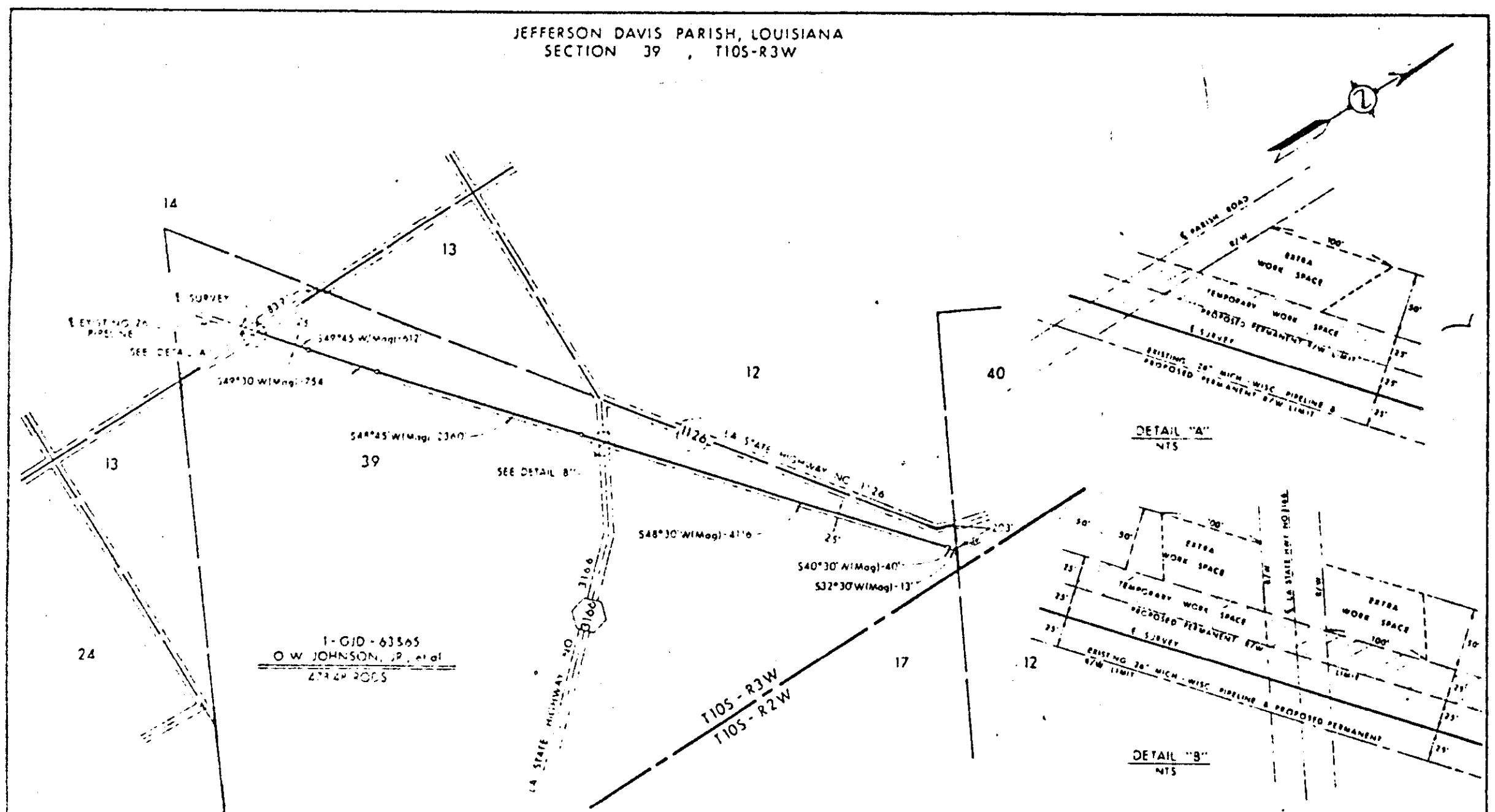
SWORN TO AND SUBSCRIBED before me, this 26th day of September, 1981.

Carolyn R. Schneider
NOTARY PUBLIC in and for
~~Jefferson Davis Parish, Louisiana~~
HAMILTON COUNTY, OHIO

CAROLYN R. SCHNEIDER
Notary Public, State of Ohio
My Commission Expires August 27, 1985

GAY B. HUFF, CLERK OF COURT.
Ex-Officio Recorder.

JEFFERSON DAVIS PARISH, LOUISIANA
SECTION 39 , T10S-R3W



2	8-27-81 REVISED TO CONFORM TO	CGP	
1	7-8-79 REVISED TO LINE LOCATION	M.P.	
	DATE	DRAWN BY	

Ford, Bacon & Davis
Construction Corporation
MONROE, LOUISIANA

ACTING AS AGENT FOR
MICHIGAN WISCONSIN PIPE LINE CO

PROPOSED 30" PIPELINE
CROSSING PROPERTY OF
O.W JOHNSON, JR., et al

1" = 1000'	PL-502-01-74	1
H7502A		

SHT. 1 OF 2

Exhibit D
Castex Development - Title and Lease History - 000836

24

432645

RECEIVED AND FILED
1981 NOV -2 PM 12:49
CLERK OF COURT
JEFFERSON DAVIS PARISH

RIGHT-OF-WAY AGREEMENT

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS: That

WORRELL B. JOHNSON, of full age of majority, whose mailing address is P. O. Box 388, Welsh, Louisiana;

ORA J. MIGUEZ, of full age of majority, whose mailing address is 114 Davies Street, Jennings, Louisiana;

LYDIA BOUDREAUX, of full age of majority, whose mailing address is 1313 10th Street, Lake Charles, Louisiana;

O. W. JOHNSON, JR., of full age of majority, whose mailing address is P. O. Box 747, Welsh, Louisiana;

MAMIE C. JOHNSON, of full age of majority, whose mailing address is P. O. Box 162, Welsh, Louisiana;

RICHARD W. JOHNSON, of full age of majority, whose mailing address is P. O. Box 190, Welsh, Louisiana;

R. RAYMOND BRUCE, of full age of majority, whose mailing address is 439 East Academy, Jennings, Louisiana;

YVETTE M. LaFLEUR, of full age of majority, whose mailing address is P. O. Box 1893, Marshall, Texas;

ALBERT S. JOHNSON, III, of full age of majority, whose mailing address is 7805 Windfond, Parker, Colorado;

SANDRA LYNN JOHNSON TRAHAN, of full age of majority, whose mailing address is 230 Village Lane, Lafayette, Louisiana;

MARVEL A. JOHNSON, of full age of majority, whose mailing address is 230 Village Lane, Lafayette, Louisiana;

MILTON F. BOURDIER, of full age of majority, whose mailing address is 13270 Web Lane, Sugarland, Texas, 77478;

ALFRED C. BOURDIER, of full age of majority, whose mailing address is Route 11, Box 932, Lake Charles, Louisiana;

LYNN H. BOURDIER, of full age of majority, whose mailing address is 416 Julius Street, Lake Charles, Louisiana;

BERNADINE B. ZIBILICH, of full age of majority, whose mailing address is 125 Valentine, Avondale, Louisiana;

ROSE MARIE PETITJEAN, of full age of majority, whose mailing address is 1451 Chateau Circle N , Lake Charles, Louisiana;

432645

DAVID L. BOURDIER, of full age of majority, whose mailing address is P. O. Box 762, Patterson, Louisiana;

BERNICE F. BOUDREAUX, of full age of majority, whose mailing address is 3823 Fox Run Drive, apt. 1329, Cincinnatti, Ohio;

MARK W. BOUDREAUX, of full age of majority, whose mailing address is 2601 Petworth Court, Cincinnatti, Ohio;

WAYNE F. BOUDREAUX, of full age of majority, whose mailing address is 1165 Ivanhoe Drive, No. Muskegon, Michigan;

RAYNELL MARIE BRUCE KIBODEAUX, of full age of majority, whose mailing address is 1641 Prarie Mark, Houston, Texas;

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hereinafter called "Grantor", for and in consideration of the sum of Fifty Thousand and No/100 ($50,000.00) Dollars, and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto Michigan Wisconsin Pipe Line Company hereinafter referred to as "Grantee", its successors and assigns, the right to lay, construct, maintain, inspect, repair, operate, remove or abandon in place one (1) pipeline for the transportation of oil, petroleum products, natural gas and all by-products thereof, under and across the following described land, to-wit:

A tract of land situated in Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana, except that portion lying in a triangular form West of the East boundary line of Section 14, if extended through said Section 39.

The pipeline shall be laid as shown on the plat attached hereto and marked Exhibit "A" and made a part hereof.

The right-of-way granted herein shall have a width of 75 feet being 25 feet on the East side of the centerline and 50 feet on the West side of the centerline of the right-of-way during construction, to revert to a permanent width of 50 feet being 25 feet on each side of the centerline of the right-of-way, all as shown on the plat attached hereto as Exhibit "A". There is also granted extra work space at road crossings

as shown on the plat attached hereto as Exhibit "A". The extra work space shall be used only during construction of the pipeline and all rights thereto shall terminate following construction and clean-up.

There are included in this grant the rights of ingress and egress for the purpose of constructing, inspecting and repairing the said line, but except for emergency repairs, said rights of ingress and egress shall be strictly limited to the right-of-way herein granted.

It is expressly agreed and understood that Grantor retains and shall have the right fully to use and enjoy the above described land, subject to the right of easement herein granted unto Grantee, including, by way of illustration but not of way of limitation, the right to pasture and to farm the surface of the land. Grantor agrees not to construct nor permit to be constructed any house, building or other structure within the permanent 50 foot right-of-way herein granted. It is also agreed that Grantee shall have the right from time to time to cut or remove all trees, undergrowth or other obstruction on or within the peramnent right-of-way granted hereby that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights and privileges herein granted.

Grantee agrees to pay Grantor and/or Grantor's tenants for all damages that may be caused from the exercise of the rights herein granted by Grantee, its agents, servants, employees, contractors, or sub-contractor.

As additional consideration for the grant of this servitude and right-of-way Grantee agrees:

1. That said pipeline shall be buried at least thirty-six (36") inches below the surface of the ground measured from the surface of the ground to the top of the pipe. There shall be no above ground installations on the land, except for vents and pipeline markers, and these shall be placed only on exterior boundary lines or roadcrossings.

2. During construction of said pipeline, Grantee shall be limited to the use of a strip of land seventy-five (75') feet in width and extending across the above described land along the route herein above referred to.

3. Upon completion of construction of the pipeline, the right-of-way acquired by Grantee herein shall revert in width to fifty (50') feet.

4. That Grantee, before severing or cutting fences of Grantor at each point where same are to be severed or cut, will staunchly cross-brace the two panels, the one immediately on either side of the point of severance, so as to prevent unnecessary sag in the remaining portion of such fence or fences. Grantee also agrees that such fences as have been cut will be closed at all times except when construction work underway necessitates an opening therein; following construction such fences which are cut shall be re-built with 4 strand barbed wire and creosoted posts.

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6. Any private road or roads of Grantor which are cut by Grantee shall be restored to as equal or better condition as presently exists and made available for passage as soon as practical. Grantee further acknowledges that it has no right to the use of any such roads without the prior consent of Grantor.

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9. The pipeline shall be constructed across drainage and irrigation canals on the above described property by boring beneath them. The pipeline shall be buried at least five (5') feet below the bottom of said drainage ditch or irrigation canals.

10. Grantor shall have the right to place along, across and over said right-of-way and easement as many roads, streets, railroad tracks, sidewalks, passage-ways, electric light and power lines, water lines, sewer lines, telephone lines and telephone poles, and any and all other utilities as said Grantor may desire, provided, however, that if the same are placed along, as distinguished from across said easement, they shall not be placed within twenty (20') feet of the pipeline of Grantee.

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17. Grantee expressly agrees that following construction, should any of Grantor's farm equipment or machinery become bogged down or be damaged, or both, while traversing the right-of-way then Grantee shall cooperate with Grantor in remedying the situation and/or repairing the damage, or both.

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19. It is also agreed and understood that Grantee will attempt to separate the top soil by trenching to a depth of approximately ten (10") inches with a conventional trenching machine; Grantee will then remove the subsoil in a second trenching operation. In the back filling operation, the subsoil will be replaced first and then the top soil. A dragline shall not be used for trenching or digging operations, other than at pipeline and canal crossing. An additional space is herein provided parallel to and on the East side of construction right-of-way for the placement of top soil in this operation.

20. No valves, fittings, meters and other equipment shall be installed on or in connection with the said pipeline without the written consent of the Grantor; and no installations whatsoever shall be made above ground, except that cathodic test wires may be installed at outside line fence lines.

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TO HAVE AND TO HOLD unto Grantee, its successors, or assigns, until the abandonment of the pipeline to be constructed on the right-of-way herein granted. Failure of Grantee to use the line for eighteen

(18) consecutive months shall constitute an abandonment of the pipeline and it shall then become the property of Grantor, however, Grantee has the option to remove pipeline within this period.

This agreement will be executed in multiple counter-parts, each of which shall be an original document binding upon the Grantors who execute same whether or not said right-of-way is ultimately signed by all Grantors.

IN TESTIMONY WHEREOF, Grantor has executed this grant of right-of-way in the presence of the undersigned competent witnesses on this _____day of _____, 1981.

WITNESSES:

_____

_____

_____

WORRELL B. JOHNSON

ORA J. MIGUEZ

LYDIA BOUDREAUX

O. W. JOHNSON, JR.

MAMIE C. JOHNSON

RICHARD W. JOHNSON

R. RAYMOND BRUCE

Robert J Johnson v

Allen E Ecker v

YVETTE M. LaFLEUR

/ Albert S Johnson III
ALBERT S. JOHNSON, III

SANDRA LYNN JOHNSON TRAHAN, individually and as agent and attorney in fact for Marvel A. Johnson

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MARK W. BOUDREAUX

WAYNE F. BOUDREAUX

RAYNELL MARIE BRUCE KIBODEAUX

PATRICIA GAY BRUCE HUFF

NELIA KAREN BRUCE GOLDMAN

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

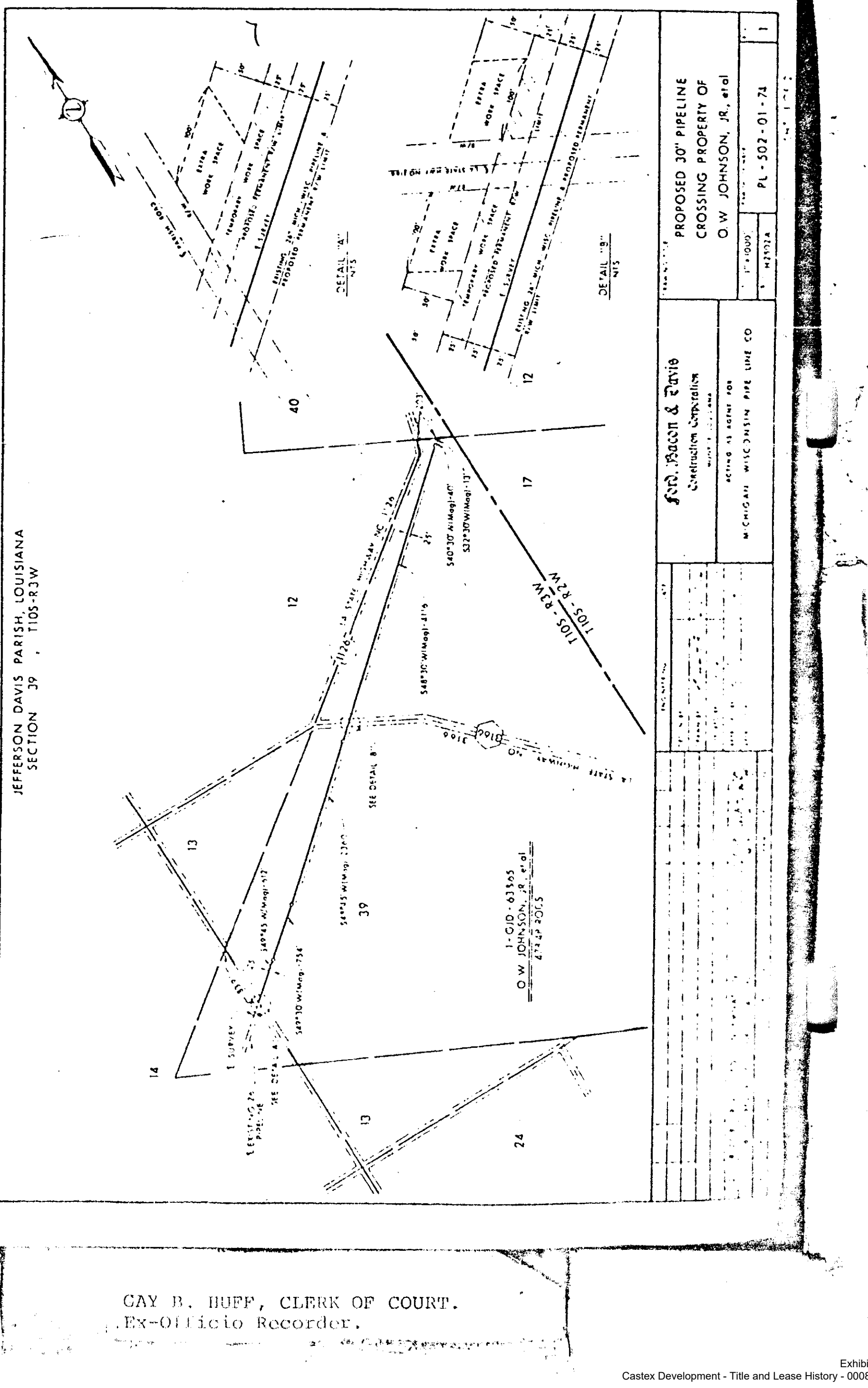
BEFORE ME, the undersigned authority, this day personally appeared ROBERT J. JOHNSON, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows ALBERT S. JOHNSON, III, the party/parties named in said instrument, to be the identical person ____ described therein, and who executed the same, and saw him sign the same as his voluntary act and deed, and that he, the said ROBERT J. JOHNSON subscribed his name to the same at the same time as an attesting witness.

Robert J Johnson

SWORN TO AND SUBSCRIBED before me, this 28th day of September, 1981.

My Commission Expires June 19, 1983

Nancy P. Wynn
NOTARY PUBLIC in and for
~~Jefferson Davis Parish~~, ~~Louisiana~~
City & County of Denver, Colorado



GAY B. HUFF, CLERK OF COURT.
Ex-Officio Recorder.

Milton F. Bourdier

35

RECEIVED AND FILED
1981 NOV -2 PM 12:49
CLERK OF COURT
JEFFERSON DAVIS PARISH

432646

RIGHT-OF-WAY AGREEMENT

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS: That

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LYDIA BOUDREAUX, of full age of majority, whose mailing address is 1313 10th Street, Lake Charles, Louisiana;

O. W. JOHNSON, JR., of full age of majority, whose mailing address is P. O. Box 747, Welsh, Louisiana;

MAMIE C. JOHNSON, of full age of majority, whose mailing address is P. O. Box 162, Welsh, Louisiana;

RICHARD W. JOHNSON, of full age of majority, whose mailing address is P. O. Box 190, Welsh, Louisiana;

R. RAYMOND BRUCE, of full age of majority, whose mailing address is 439 East Academy, Jennings, Louisiana;

YVETTE M. LaFLEUR, of full age of majority, whose mailing address is P. O. Box 1893, Marshall, Texas;

ALBERT S. JOHNSON, III, of full age of majority, whose mailing address is 7805 Windfond, Parker, Colorado;

SANDRA LYNN JOHNSON TRAHAN, of full age of majority, whose mailing address is 230 Village Lane, Lafayette, Louisiana;

MARVEL A. JOHNSON, of full age of majority, whose mailing address is 230 Village Lane, Lafayette, Louisiana;

MILTON F. BOURDIER, of full age of majority, whose mailing address is 13270 Web Lane, Sugarland, Texas, 77478;

ALFRED C. BOURDIER, of full age of majority, whose mailing address is Route 11, Box 932, Lake Charles, Louisiana;

LYNN H. BOURDIER, of full age of majority, whose mailing address is 416 Julius Street, Lake Charles, Louisiana;

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DAVID L. BOURDIER, of full age of majority, whose mailing address is P. O. Box 762, Patterson, Louisiana;

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RAYNELL MARIE BRUCE KIBODEAUX, of full age of majority, whose mailing address is 1641 Prarie Mark, Houston, Texas;

PATRICIA GAY BRUCE HUFF, of full age of majority, whose mailing address is 214 Morton Street, Jennings, Louisiana; and

NELIA KAREN BRUCE GOLDMAN, off full age of majority, whose mailing address is 214 Pinehurst, Monroe, Louisiana,

hereinafter called "Grantor", for and in consideration of the sum of Fifty Thousand and No/100 ($50,000.00) Dollars, and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto Michigan Wisconsin Pipe Line Company hereinafter referred to as "Grantee", its successors and assigns, the right to lay, construct, maintain, inspect, repair, operate, remove or abandon in place one (1) pipeline for the transportation of oil, petroleum products, natural gas and all by-products thereof, under and across the following described land, to-wit:

A tract of land situated in Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana, except that portion lying in a triangular form West of the East boundary line of Section 14, if extended through said Section 39.

The pipeline shall be laid as shown on the plat attached hereto and marked Exhibit "A" and made a part hereof.

The right-of-way granted herein shall have a width of 75 feet being 25 feet on the East side of the centerline and 50 feet on the West side of the centerline of the right-of-way during construction, to revert to a permanent width of 50 feet being 25 feet on each side of the centerline of the right-of-way, all as shown on the plat attached hereto as Exhibit "A". There is also granted extra work space at road crossings

as shown on the plat attached hereto as Exhibit "A". The extra work space shall be used only during construction of the pipeline and all rights thereto shall terminate following construction and clean-up.

There are included in this grant the rights of ingress and egress for the purpose of constructing, inspecting and repairing the said line, but except for emergency repairs, said rights of ingress and egress shall be strictly limited to the right-of-way herein granted.

It is expressly agreed and understood that Grantor retains and shall have the right fully to use and enjoy the above described land, subject to the right of easement herein granted unto Grantee, including, by way of illustration but not of way of limitation, the right to pasture and to farm the surface of the land. Grantor agrees not to construct nor permit to be constructed any house, building or other structure within the permanent 50 foot right-of-way herein granted. It is also agreed that Grantee shall have the right from time to time to cut or remove all trees, undergrowth or other obstruction on or within the peramnent right-of-way granted hereby that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights and privileges herein granted.

Grantee agrees to pay Grantor and/or Grantor's tenants for all damages that may be caused from the exercise of the rights herein granted by Grantee, its agents, servants, employees, contractors, or sub-contractor.

As additional consideration for the grant of this servitude and right-of-way Grantee agrees:

1. That said pipeline shall be buried at least thirty-six (36") inches below the surface of the ground measured from the surface of the ground to the top of the pipe. There shall be no above ground installations on the land, except for vents and pipeline markers, and these shall be placed only on exterior boundary lines or roadcrossings.

2. During construction of said pipeline, Grantee shall be limited to the use of a strip of land seventy-five (75') feet in width and extending across the above described land along the route herein above referred to.

3. Upon completion of construction of the pipeline, the right-of-way acquired by Grantee herein shall revert in width to fifty (50') feet.

4. That Grantee, before severing or cutting fences of Grantor at each point where same are to be severed or cut, will staunchly cross-brace the two panels, the one immediately on either side of the point of severance, so as to prevent unnecessary sag in the remaining portion of such fence or fences. Grantee also agrees that such fences as have been cut will be closed at all times except when construction work underway necessitates an opening therein; following construction such fences which are cut shall be re-built with 4 strand barbed wire and creosoted posts.

5. All trenches shall be back-filled, after being first pumped dry in cultivated lands, after the installation of said pipeline and in case of the abandonment and/or expiration of this grant of servitude for any cause or reason, Grantee agrees that all ditches and debris caused by the construction or removal operation must be filled, cleared and the land restored as near as possible to its original condition.

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7. This grant of right-of-way and easement is limited to one pipeline, as herein described, and for the use herein provided and there shall be no other use thereof, such as the erection of pole lines.

8. Grantee agrees to indemnify and hold Grantors harmless against any loss or liability on account of injuries to persons, including death, and damages to the property of others, and all costs and expenses incident thereto arising from the exercise of Grantee of its rights hereunder or any defect in or failure of its pipeline or other facility constructed by Grantee hereunder. In the event a suit is brought against Grantors to recover for, or on account of, any such damage, injury, or death, Grantee will, at Grantors' request, appear and defend such suit at its sole cost and expense and will pay any judgment that may be entered against Grantors therein when said suit is finally determined; provided that, for this provision to be effective, Grantors must give Grantee adequate and timely notice of the filing of such suit if Grantee is not itself made a defendant.

9. The pipeline shall be constructed across drainage and irrigation canals on the above described property by boring beneath them. The pipeline shall be buried at least five (5') feet below the bottom of said drainage ditch or irrigation canals.

10. Grantor shall have the right to place along, across and over said right-of-way and easement as many roads, streets, railroad tracks, sidewalks, passage-ways, electric light and power lines, water lines, sewer lines, telephone lines and telephone poles, and any and all other utilities as said Grantor may desire, provided, however, that if the same are placed along, as distinguished from across said easement, they shall not be placed within twenty (20') feet of the pipeline of Grantee.

11. The pipeline shall not exceed thirty (30") inches inside diameter.

12. The pipeline shall be constructed and the premises resotred to its former condition as nearly as practical not later than March 15th of any given year, but before December 31, 1983.

13. In addition to the right-of-way and other rights herein granted, Grantee shall have the right to the use of the "temporary working space" and "extra work space" shown on the plat attaced hereto. Following construction of the pipeline, Grantee's right to the use of such temporary work space and extra work space shall terminate.

14. Grantee agrees that in the event the construction, replacement or removal of a pipeline occurs during the flooding of the rice fields, Grantee agrees to provide for the fluming of the water across the pipeline ditch and/or right-of-way so that the pipeline construction will not interfere with water in the rice fields remaining level, and levees necessary to keep the water from running off the land will be built along the right-of-way. An extra width is granted herein to provide space to make levees on the outside of right-of-way and work areas. This width will be computed on acreage basis and payment made to Grantor for crop loss on this acreage.

15. During construction Grantee shall construct at its expense, where necessary, vehicular crossings over and across the right-of-way for Grantor's use in crossing from one side of the right-of-way to the other with farm implements and machinery such as tractors, trucks, discs, etc.

16. In the construction, maintenance and operation of the said pipeline, Grantee agrees to comply with all regulations and directives of state and federal agencies having authority in the premises.

17. Grantee expressly agrees that following construction, should any of Grantor's farm equipment or machinery become bogged down or be damaged, or both, while traversing the right-of-way then Grantee shall co-operate with Grantor in remedying the situation and/or repairing the damage, or both.

18. The above recited consideraiton this day paid by Grantee to Grantor is accepted by Grantor in full payment, settlement and satisfaction for right-of way, temporary and permanent, for the right to the use of temporary working space, for all severance damages, and for damages caused because of Grantee's exercise of the initial rights herein granted. Grantee will be responsible for all subsequent damages resulting from Grantee's exercising its rights herein under.

19. It is also agreed and understood that Grantee will attempt to separate the top soil by trenching to a depth of approximately ten (10") inches with a conventional trenching machine; Grantee will then remove the subsoil in a second trenching operation. In the back filling operation, the subsoil will be replaced first and then the top soil. A dragline shall not be used for trenching or digging operations, other than at pipeline and canal crossing. An additional space is herein provided parallel to and on the East side of construction right-of-way for the placement of top soil in this operation.

20. No valves, fittings, meters and other equipment shall be installed on or in connection with the said pipeline without the written consent of the Grantor; and no installations whatsoever shall be made above ground, except that cathodic test wires may be installed at outside line fence lines.

21. This grant is made subject to any and all previous rights-of-way and/or servitudes, oil, gas, mineral lease or leases and mortgages or mortgages, and rights of Grantor's tenants, if any, presently affecting said above described property, and Grantee agrees that the exercise by it of this servitude will not interfere with any exploration, mining or development of oil, gas and other minerals on said property.

22. Before exercising any of the rights herein granted, Grantee shall contact Mr. Raymond Bruce at 318-824-1260 or Mr. Worrel B. Johnson at 318-734-3012.

The Grantee, its successors and assigns, is hereby expressly given and granted the right to assign said right-of-way and easement or any part thereof, or interest therein. The same shall be divisible among two or more owners as to any right or rights granted hereunder so that each assignee or owner shall have the right and privileges herein granted to be owned and enjoyed in common or severally.

TO HAVE AND TO HOLD unto Grantee, its successors, or assigns, until the abandonment of the pipeline to be constructed on the right-of-way herein granted. Failure of Grantee to use the line for eighteen

(18) consecutive months shall constitute an abandonment of the pipeline and it shall then become the property of Grantor, however, Grantee has the option to remove pipeline within this period.

This agreement will be executed in multiple counter-parts, each of which shall be an original document binding upon the Grantors who execute same whether or not said right-of-way is ultimately signed by all Grantors.

IN TESTIMONY WHEREOF, Grantor has executed this grant of right-of-way in the presence of the undersigned competent witnesses on this _____day of _____, 1981.

WITNESSES:

_____

_____

_____

42

YVETTE M. LaFLEUR

ALBERT S. JOHNSON, III

SANDRA LYNN JOHNSON TRAHAN, individually and as agent and attorney in fact for Marvel A. Johnson

MARVEL A. JOHNSON

Linda C. Scott

Olga Cano

MILTON F. BOURDIER

ALFRED C. BOURDIER

LYNN H. BOURDIER

BERNADINE B. ZIBILICH

ROSE MARIE PETITJEAN

DAVID L. BOURDIER

BERNICE F. BOUDREAUX

MARK W. BOUDREAUX

WAYNE F. BOUDREAUX

RAYNELL MARIE BRUCE KIBODEAUX

PATRICIA GAY BRUCE HUFF

NELIA KAREN BRUCE GOLDMAN

STATE OF ~~LOUISIANA~~ TEXAS

~~PARISH OF JEFFERSON DAVIS~~
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, this day personally appeared MILTON F. BOURDIER, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows MILTON F. BOURDIER, the party/parties named in said instrument, to be the identical person ____ described therein, and who executed the same, and saw him ____ sign the same as his voluntary act and deed, and that he, the said MILTON F. BOURDIER subscribed his name to the same at the same time as an attesting witness.

Lorraine B. Kennedy

LORRAINE B. KENNEDY

SWORN TO AND SUBSCRIBED before me, this 29th day of September, 1981.

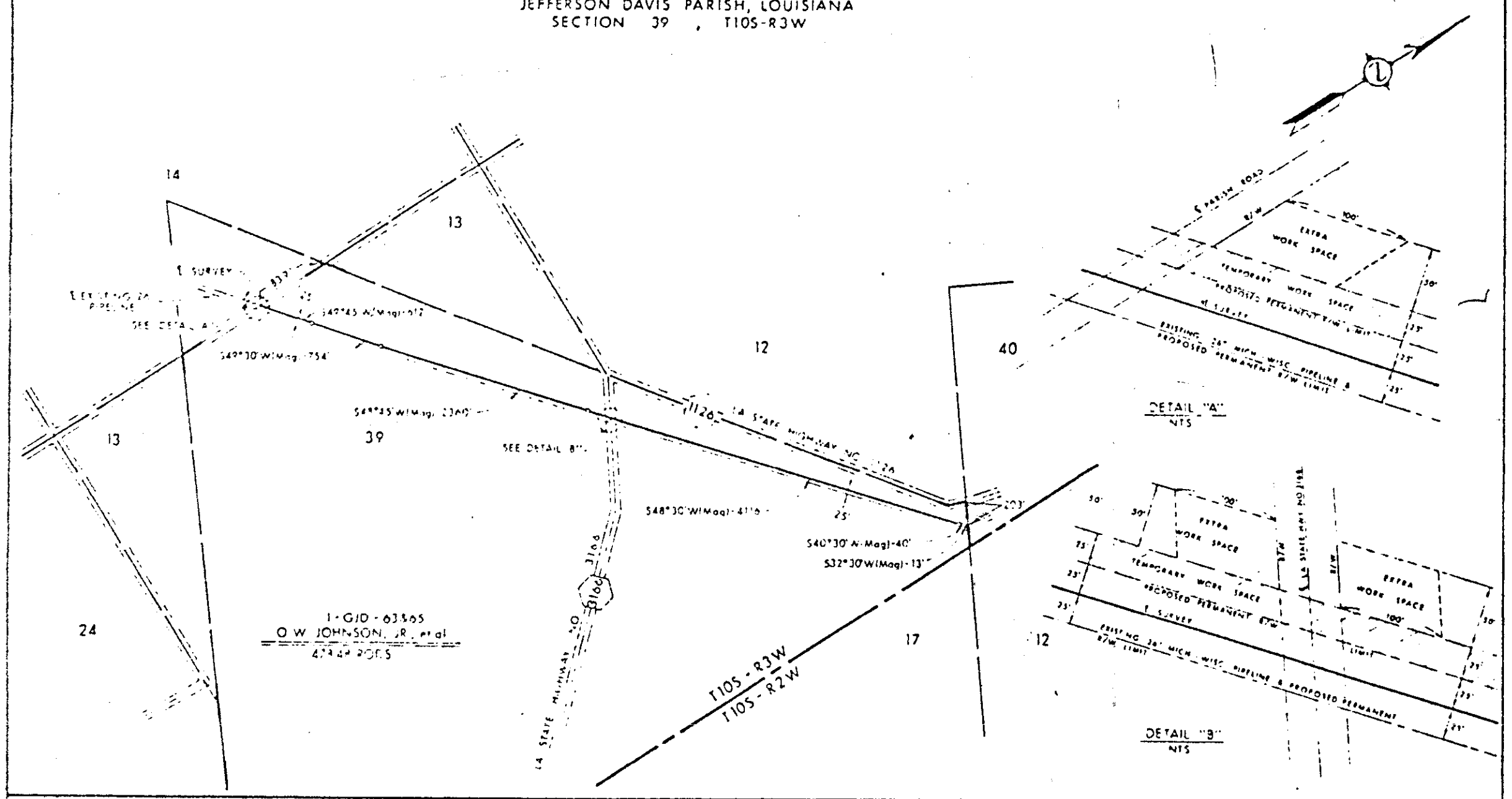
Lorraine B. Kennedy
NOTARY PUBLIC in and for
~~Jefferson Davis Parish, Louisiana~~
Harris County, State of Texas

LORRAINE B. KENNEDY

My commission expires:

January 10, 1985

JEFFERSON DAVIS PARISH, LOUISIANA
SECTION 39 , T10S-R3W



	ENGINEERING	DATE	Ford, Bacon & Davis Construction Corporation — ACTING AS AGENT FOR MICHIGAN WISCONSIN PIPE LINE CO
2	8-27-81 REVISED TO CONDEMNATION		
1	7-8-79 30" PIPELINE LOCATION		

PROPOSED 30" PIPELINE
CROSSING PROPERTY OF
O.W JOHNSON, JR., et al

1" = 1000'	PL - 502 - 01 - 74	1
H2502A		

GAY B. HUEP, CLERK OF COURT.
EX-officio Recorder.

Exhibit D
Castex Development - Title and Lease History - 000858

45

NELIA KAREN BRUCE GOLDMAN TO MICH WIS P/L CO R/W

Nelia K.B. Goldman

46

432647

RECEIVED AND FILED
1981 NOV -2 PM 12:49
CLERK OF COURT
JEFFERSON DAVIS PARISH

RIGHT-OF-WAY AGREEMENT

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS: That

WORRELL B. JOHNSON, of full age of majority, whose mailing address is P. O. Box 388, Welsh, Louisiana;

ORA J. MIGUEZ, of full age of majority, whose mailing address is 114 Davies Street, Jennings, Louisiana;

LYDIA BOUDREAUX, of full age of majority, whose mailing address is 1313 10th Street, Lake Charles, Louisiana;

O. W. JOHNSON, JR., of full age of majority, whose mailing address is P. O. Box 747, Welsh, Louisiana;

MAMIE C. JOHNSON, of full age of majority, whose mailing address is P. O. Box 162, Welsh, Louisiana;

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R. RAYMOND BRUCE, of full age of majority, whose mailing address is 439 East Academy, Jennings, Louisiana;

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PATRICIA GAY BRUCE HUFF, of full age of majority, whose mailing address is 214 Morton Street, Jennings, Louisiana; and

2410

NELIA KAREN BRUCE GOLDMAN, off full age of majority, whose mailing address is 214 Pinehurst, Monroe, Louisiana,

hereinafter called "Grantor", for and in consideration of the sum of Fifty Thousand and No/100 ($50,000.00) Dollars, and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto Michigan Wisconsin Pipe Line Company hereinafter referred to as "Grantee", its successors and assigns, the right to lay, construct, maintain, inspect, repair, operate, remove or abandon in place one (1) pipeline for the transportation of oil, petroleum products, natural gas and all by-products thereof, under and across the following described land, to-wit:

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19. It is also agreed and understood that Grantee will attempt to separate the top soil by trenching to a depth of approximately ten (10") inches with a conventional trenching machine; Grantee will then remove the subsoil in a second trenching operation. In the back filling operation, the subsoil will be replaced first and then the top soil. A dragline shall not be used for trenching or digging operations, other than at pipeline and canal crossing. An additional space is herein provided parallel to and on the East side of construction right-of-way for the placement of top soil in this operation.

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TO HAVE AND TO HOLD unto Grantee, its successors, or assigns, until the abandonment of the pipeline to be constructed on the right-of-way herein granted. Failure of Grantee to use the line for eighteen

(18) consecutive months shall constitute an abandonment of the pipeline and it shall then become the property of Grantor, however, Grantee has the option to remove pipeline within this period.

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IN TESTIMONY WHEREOF, Grantor has executed this grant of right-of-way in the presence of the undersigned competent witnesses on this _____day of _____, 1981.

WITNESSES:

_____

_____

_____

YVETTE M. LaFLEUR

ALBERT S. JOHNSON, III

SANDRA LYNN JOHNSON TRAHAN, individually and as agent and attorney in fact for Marvel A. Johnson

MARVEL A. JOHNSON

MILTON F. BOURDIER

ALFRED C. BOURDIER

LYNN H. BOURDIER

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DAVID L. BOURDIER

BERNICE F. BOUDREAUX

MARK W. BOUDREAUX

WAYNE F. BOUDREAUX

RAYNELL MARIE BRUCE KIBODEAUX

PATRICIA GAY BRUCE HUFF

Debbie Daniel

Brenda Eubanks

Nelia Karen Bruce Goldman
NELIA KAREN BRUCE GOLDMAN

STATE OF LOUISIANA

PARISH OF OUACHITA

BEFORE ME, the undersigned authority, this day personally appeared PAULETTE EUBANKS, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows NELIA KAREN BRUCE GOLDMAN, the party/parties named in said instrument, to be the identical person described therein, and who executed the same, and say her sign the same as her voluntary act and deed, and that he, the said PAULETTE EUBANKS subscribed his name to the same at the same time as an attesting witness.

Paulette Eubanks

SWORN TO AND SUBSCRIBED before me, this 22 day of September, 1981.

Sheila B. Finchew
NOTARY PUBLIC in and for
Ouachita Parish, Louisiana

(My commission expires at death)

STATE OF LOUISIANA

PARISH OF OUACHITA

BEFORE ME, the undersigned authority, this day personally appeared DEBBIE DANIEL, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows NELIA KAREN BRUCE GOLDMAN, the party/parties named in said instrument, to be the indentical person described therein, and who executed the same, and say her sign the same as her voluntary act and deed, and that he, the said DEBBIE DANIEL subscribed his name to the same at the same time as an attesting witness.

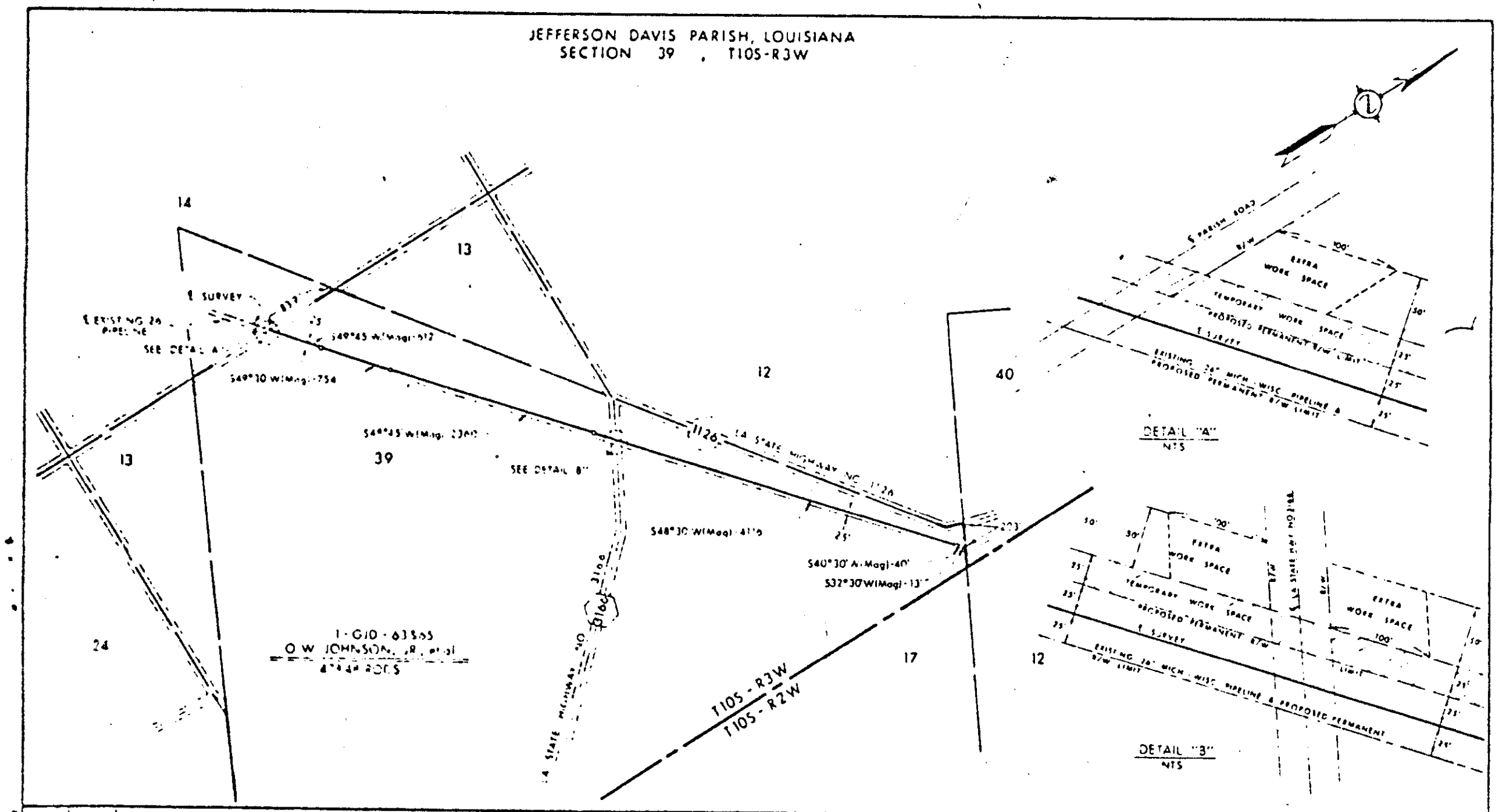
Debbie Daniel

SWORN TO AND SUBSCRIBED before me, this 22 day of September, 1981.

Sheila B. Fincher
NOTARY PUBLIC in and for
Ouachita Parish, Louisiana

(My commission expires at death)

JEFFERSON DAVIS PARISH, LOUISIANA
SECTION 39 , T10S-R3W



Ford, Bacon & Davis
Construction Corporation
ACTING AS AGENT FOR
MICHIGAN WISCONSIN PIPE LINE CO

PROPOSED 30" PIPELINE
CROSSING PROPERTY OF
O.W JOHNSON, JR., et al

1" = 1000'
H-25024
PL - 502 - 01 - 74
1

SHT 1 OF 2

GAY B. HUFF, CLERK OF COURT.
Ex-Officio Recorder.

Exhibit D
Castex Development - Title and Lease History - 000870

58

Yvette M LaFleur

432648

RECEIVED AND FILED
1981 NOV -2 PM 12:49
CLERK OF COURT
JEFFERSON DAVIS PARISH

RIGHT-OF-WAY AGREEMENT

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS: That

WORRELL B. JOHNSON, of full age of majority, whose mailing address is P. O. Box 388, Welsh, Louisiana;

ORA J. MIGUEZ, of full age of majority, whose mailing address is 114 Davies Street, Jennings, Louisiana;

LYDIA BOUDREAUX, of full age of majority, whose mailing address is 1313 10th Street, Lake Charles, Louisiana;

O. W. JOHNSON, JR., of full age of majority, whose mailing address is P. O. Box 747, Welsh, Louisiana;

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432648

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MARK W. BOUDREAUX, of full age of majority, whose mailing address is 2601 Petworth Court, Cincinnatti, Ohio;

WAYNE F. BOUDREAUX, of full age of majority, whose mailing address is 1165 Ivanhoe Drive, No. Muskegon, Michigan;

RAYNELL MARIE BRUCE KIBODEAUX, of full age of majority, whose mailing address is 1641 Prarie Mark, Houston, Texas;

PATRICIA GAY BRUCE HUFF, of full age of majority, whose mailing address is 214 Morton Street, Jennings, Louisiana; and

NELIA KAREN BRUCE GOLDMAN, off full age of majority, whose mailing address is 214 Pinehurst, Monroe, Louisiana,

hereinafter called "Grantor", for and in consideration of the sum of Fifty Thousand and No/100 ($50,000.00) Dollars, and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto Michigan Wisconsin Pipe Line Company hereinafter referred to as "Grantee", its successors and assigns, the right to lay, construct, maintain, inspect, repair, operate, remove or abandon in place one (1) pipeline for the transportation of oil, petroleum products, natural gas and all by-products thereof, under and across the following described land, to-wit:

A tract of land situated in Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana, except that portion lying in a triangular form West of the East boundary line of Section 14, if extended through said Section 39.

The pipeline shall be laid as shown on the plat attached hereto and marked Exhibit "A" and made a part hereof.

The right-of-way granted herein shall have a width of 75 feet being 25 feet on the East side of the centerline and 50 feet on the West side of the centerline of the right-of-way during construction, to revert to a permanent width of 50 feet being 25 feet on each side of the center-line of the right-of-way, all as shown on the plat attached hereto as Exhibit "A". There is also granted extra work space at road crossings

as shown on the plat attached hereto as Exhibit "A". The extra work space shall be used only during construction of the pipeline and all rights thereto shall terminate following construction and clean-up.

There are included in this grant the rights of ingress and egress for the purpose of constructing, inspecting and repairing the said line, but except for emergency repairs, said rights of ingress and egress shall be strictly limited to the right-of-way herein granted.

It is expressly agreed and understood that Grantor retains and shall have the right fully to use and enjoy the above described land, subject to the right of easement herein granted unto Grantee, including, by way of illustration but not of way of limitation, the right to pasture and to farm the surface of the land. Grantor agrees not to construct nor permit to be constructed any house, building or other structure within the permanent 50 foot right-of-way herein granted. It is also agreed that Grantee shall have the right from time to time to cut or remove all trees, undergrowth or other obstruction on or within the peramnent right-of-way granted hereby that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights and privileges herein granted.

Grantee agrees to pay Grantor and/or Grantor's tenants for all damages that may be caused from the exercise of the rights herein granted by Grantee, its agents, servants, employees, contractors, or sub-contractor.

As additional consideration for the grant of this servitude and right-of-way Grantee agrees:

1. That said pipeline shall be buried at least thirty-six (36") inches below the surface of the ground measured from the surface of the ground to the top of the pipe. There shall be no above ground installations on the land, except for vents and pipeline markers, and these shall be placed only on exterior boundary lines or roadcrossings.

2. During construction of said pipeline, Grantee shall be limited to the use of a strip of land seventy-five (75') feet in width and extending across the above described land along the route herein above referred to.

3. Upon completion of construction of the pipeline, the right-of-way acquired by Grantee herein shall revert in width to fifty (50') feet.

4. That Grantee, before severing or cutting fences of Grantor at each point where same are to be severed or cut, will staunchly cross-brace the two panels, the one immediately on either side of the point of severance, so as to prevent unnecessary sag in the remaining portion of such fence or fences. Grantee also agrees that such fences as have been cut will be closed at all times except when construction work underway necessitates an opening therein; following construction such fences which are cut shall be re-built with 4 strand barbed wire and creosoted posts.

5. All trenches shall be back-filled, after being first pumped dry in cultivated lands, after the installation of said pipeline and in case of the abandonment and/or expiration of this grant of servitude for any cause or reason, Grantee agrees that all ditches and debris caused by the construction or removal operation must be filled, cleared and the land restored as near as possible to its original condition.

6. Any private road or roads of Grantor which are cut by Grantee shall be restored to as equal or better condition as presently exists and made available for passage as soon as practical. Grantee further acknowledges that it has no right to the use of any such roads without the prior consent of Grantor.

7. This grant of right-of-way and easement is limited to one pipeline, as herein described, and for the use herein provided and there shall be no other use thereof, such as the erection of pole lines.

8. Grantee agrees to indemnify and hold Grantors harmless against any loss or liability on account of injuries to persons, including death, and damages to the property of others, and all costs and expenses incident thereto arising from the exercise of Grantee of its rights hereunder or any defect in or failure of its pipeline or other facility constructed by Grantee hereunder. In the event a suit is brought against Grantors to recover for, or on account of, any such damage, injury, or death, Grantee will, at Grantors' request, appear and defend such suit at its sole cost and expense and will pay any judgment that may be entered against Grantors therein when said suit is finally determined; provided that, for this provision to be effective, Grantors must give Grantee adequate and timely notice of the filing of such suit if Grantee is not itself made a defendant.

9. The pipeline shall be constructed across drainage and irrigation canals on the above described property by boring beneath them. The pipeline shall be buried at least five (5') feet below the bottom of said drainage ditch or irrigation canals.

10. Grantor shall have the right to place along, across and over said right-of-way and easement as many roads, streets, railroad tracks, sidewalks, passage-ways, electric light and power lines, water lines, sewer lines, telephone lines and telephone poles, and any and all other utilities as said Grantor may desire, provided, however, that if the same are placed along, as distinguished from across said easement, they shall not be placed within twenty (20') feet of the pipeline of Grantee.

11. The pipeline shall not exceed thirty (30") inches inside diameter.

12. The pipeline shall be constructed and the premises resotred to its former condition as nearly as practical not later than March 15th of any given year, but before December 31, 1983.

13. In addition to the right-of-way and other rights herein granted, Grantee shall have the right to the use of the "temporary working space" and "extra work space" shown on the plat attaced hereto. Following construction of the pipeline, Grantee's right to the use of such temporary work space and extra work space shall terminate.

14. Grantee agrees that in the event the construction, replacement or removal of a pipeline occurs during the flooding of the rice fields, Grantee agrees to provide for the fluming of the water across the pipeline ditch and/or right-of-way so that the pipeline construction will not interfere with water in the rice fields remaining level, and levees necessary to keep the water from running off the land will be built along the right-of-way. An extra width is granted herein to provide space to make levees on the outside of right-of-way and work areas. This width will be computed on acreage basis and payment made to Grantor for crop loss on this acreage.

15. During construction Grantee shall construct at its expense, where necessary, vehicular crossings over and across the right-of-way for Grantor's use in crossing from one side of the right-of-way to the other with farm implements and machinery such as tractors, trucks, discs, etc.

16. In the construction, maintenance and operation of the said pipeline, Grantee agrees to comply with all regulations and directives of state and federal agencies having authority in the premises.

17. Grantee expressly agrees that following construction, should any of Grantor's farm equipment or machinery become bogged down or be damaged, or both, while traversing the right-of-way then Grantee shall co-operate with Grantor in remedying the situation and/or repairing the damage, or both.

18. The above recited consideraiton this day paid by Grantee to Grantor is accepted by Grantor in full payment, settlement and satisfaction for right-of way, temporary and permanent, for the right to the use of temporary working space, for all severance damages, and for damages caused because of Grantee's exercise of the initial rights herein granted. Grantee will be responsible for all subsequent damages resulting from Grantee's exercising its rights herein under.

19. It is also agreed and understood that Grantee will attempt to separate the top soil by trenching to a depth of approximately ten (10") inches with a conventional trenching machine; Grantee will then remove the subsoil in a second trenching operation. In the back filling operation, the subsoil will be replaced first and then the top soil. A dragline shall not be used for trenching or digging operations, other than at pipeline and canal crossing. An additional space is herein provided parallel to and on the East side of construction right-of-way for the placement of top soil in this operation.

20. No valves, fittings, meters and other equipment shall be installed on or in connection with the said pipeline without the written consent of the Grantor; and no installations whatsoever shall be made above ground, except that cathodic test wires may be installed at outside line fence lines.

21. This grant is made subject to any and all previous rights-of-way and/or servitudes, oil, gas, mineral lease or leases and mortgages or mortgages, and rights of Grantor's tenants, if any, presently affecting said above described property, and Grantee agrees that the exercise by it of this servitude will not interfere with any exploration, mining or development of oil, gas and other minerals on said property.

22. Before exercising any of the rights herein granted, Grantee shall contact Mr. Raymond Bruce at 318-824-1260 or Mr. Worrel B. Johnson at 318-734-3012.

The Grantee, its successors and assigns, is hereby expressly given and granted the right to assign said right-of-way and easement or any part thereof, or interest therein. The same shall be divisible among two or more owners as to any right or rights granted hereunder so that each assignee or owner shall have the right and privileges herein granted to be owned and enjoyed in common or severally.

TO HAVE AND TO HOLD unto Grantee, its successors, or assigns, until the abandonment of the pipeline to be constructed on the right-of-way herein granted. Failure of Grantee to use the line for eighteen

(18) consecutive months shall constitute an abandonment of the pipeline and it shall then become the property of Grantor, however, Grantee has the option to remove pipeline within this period.

This agreement will be executed in multiple counter-parts, each of which shall be an original document binding upon the Grantors who execute same whether or not said right-of-way is ultimately signed by all Grantors.

IN TESTIMONY WHEREOF, Grantor has executed this grant of right-of-way in the presence of the undersigned competent witnesses on this _____day of _____, 1981.

WITNESSES:

_____

_____

WORRELL B. JOHNSON

ORA J. MIGUEZ

LYDIA BOUDREAUX

O. W. JOHNSON, JR.

MAMIE C. JOHNSON

RICHARD W. JOHNSON

R. RAYMOND BRUCE

Betsy D. Smith

Cissie McManamy

✓ Yvette M. LaFleur
YVETTE M. LaFLEUR

ALBERT S. JOHNSON, III

SANDRA LYNN JOHNSON TRAHAN, individually and as agent and attorney in fact for Marvel A. Johnson

MARVEL A. JOHNSON

MILTON F. BOURDIER

ALFRED C. BOURDIER

LYNN H. BOURDIER

BERNADINE B. ZIBILICH

ROSE MARIE PETITJEAN

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MARK W. BOUDREAUX

WAYNE F. BOUDREAUX

RAYNELL MARIE BRUCE KIBODEAUX

PATRICIA GAY BRUCE HUFF

NELIA KAREN BRUCE GOLDMAN

STATE OF LOUISIANA

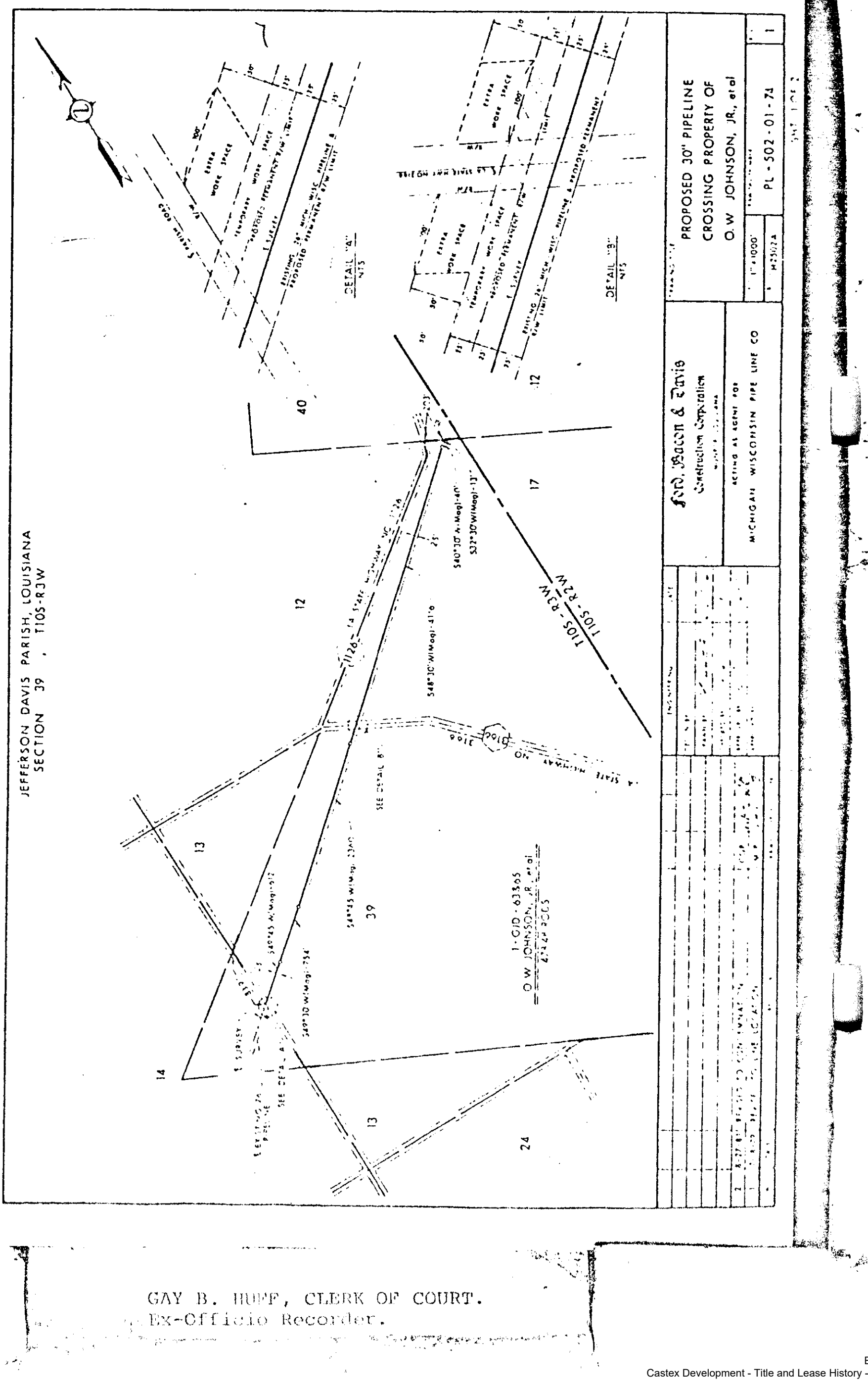
PARISH OF JEFFERSON DAVIS

BEFORE ME, the undersigned authority, this day personally appeared Betsy D. Smith, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows YVETTE M. LaFLEUR, the party/parties named in said instrument, to be the identical person ____ described therein, and who executed the same, and saw her sign the same as her voluntary act and deed, and that he, the said Betsy D. Smith subscribed his name to the same at the same time as an attesting witness.

Billie Jean Mc Menamy
X Betsy D. Smith
Witness

SWORN TO AND SUBSCRIBED before me, this 25th day of September, 1981.

Billie Jean Mc. Menamy
NOTARY PUBLIC in and for
~~Jefferson Davis Parish~~, ~~Louisiana~~
Harrison County, TX.



GAY B. HUFF, CLERK OF COURT.
Ex-Officio Recorder.

Bernadine B. Zibilich

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1991 NOV -2 PM 12:49
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(18) consecutive months shall constitute an abandonment of the pipeline and it shall then become the property of Grantor, however, Grantee has the option to remove pipeline within this period.

This agreement will be executed in multiple counter-parts, each of which shall be an original document binding upon the Grantors who execute same whether or not said right-of-way is ultimately signed by all Grantors.

IN TESTIMONY WHEREOF, Grantor has executed this grant of right-of-way in the presence of the undersigned competent witnesses on this _____day of _____, 1981.

WITNESSES:

_____

_____

_____

YVETTE M. LaFLEUR

ALBERT S. JOHNSON, III

SANDRA LYNN JOHNSON TRAHAN,
individually and as agent and
attorney in fact for
Marvel A. Johnson

MARVEL A. JOHNSON

MILTON F. BOURDIER

ALFRED C. BOURDIER

LYNN H. BOURDIER

Judith W. Guidroz

mrs Lydia Keller

/Bernadine B. Zibilich
BERNADINE B. ZIBILICH

ROSE MARIE PETITJEAN

DAVID L. BOURDIER

BERNICE F. BOUDREAUX

MARK W. BOUDREAUX

WAYNE F. BOUDREAUX

RAYNELL MARIE BRUCE KIBODEAUX

PATRICIA GAY BRUCE HUFF

NELIA KAREN BRUCE GOLDMAN

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STATE OF LOUISIANA

PARISH OF JEFFERSON [redacted]

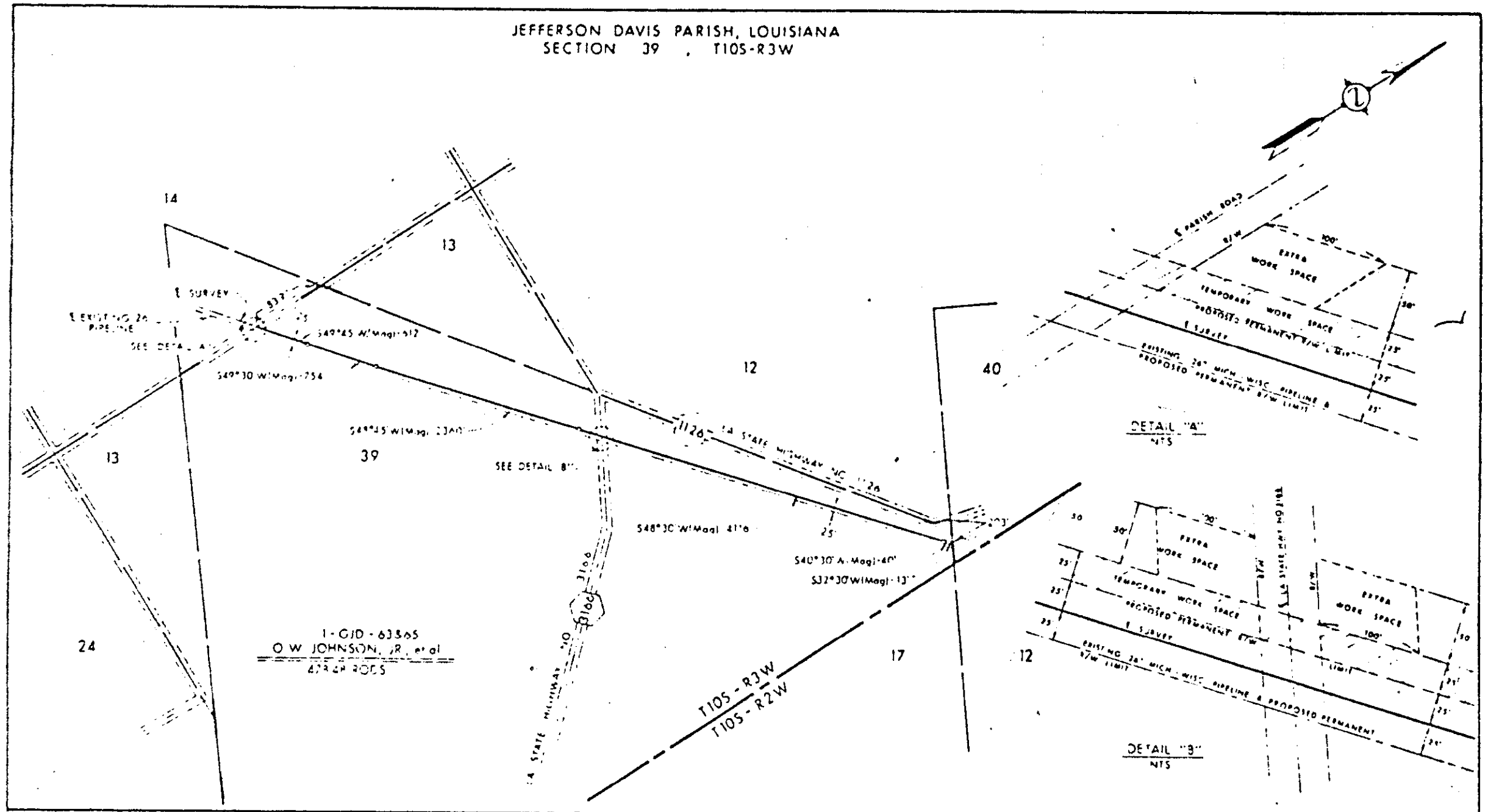
BEFORE ME, the undersigned authority, this day personally appeared JUDITH W. GUIDROZ, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows BERNADINE B. ZIBILICH, the party/parties named in said instrument, to be the identical person ____ described therein, and who executed the same, and saw her sign the same as her voluntary act and deed, and that he, the said JUDITH W. GUIDROZ subscribed her name to the same at the same time as an attesting witness.

Judith W. Guidroz
JUDITH W. GUIDROZ

SWORN TO AND SUBSCRIBED before me, this 24th day of September, 1981.

Cindy P. Valence
NOTARY PUBLIC in and for
Jefferson [redacted] Parish, Louisiana

JEFFERSON DAVIS PARISH, LOUISIANA
SECTION 39 , T10S-R3W



		Ford, Bacon & Davis Construction Corporation	PROPOSED 30" PIPELINE CROSSING PROPERTY OF O.W JOHNSON, JR., et al
		ACTING AS AGENT FOR MICHIGAN WISCONSIN PIPE LINE CO	1" = 1000'
			H2502A
			PL - 502 - 01 - 74
			1

GAY B. HUFF, CLERK OF COURT.
Ex-Officio Recorder.

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Exhibit D
Castex Development - Title and Lease History - 000892

THE H. L. BATH COMPANIES
BATH GRAM
FORM 48 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

439315

441

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of August 11, 19 82

by and between BERNICE FOREMAN BOUDREAUX, widow of Mark A. Boudreaux, whose address is 3823 Fox Run Drive, Apt. 1329, Cincinnati, Ohio 45236; and MARK W. BOUDREAUX, husband of Jennell Guidry, whose address is 2601 Petworth Court, Cincinnati, Ohio 45236; and WAYNE BOUDREAUX, husband of Vera Breaux, whose address is 1165 Ivanhoe Dr., Muskegan, Michigan 49445, the said MARK W. BOUDREAUX and WAYNE BOUDREAUX joining herein for all purposes.
herein called "Lessor" (whether one or more) and LYNAL, INC., P. O. Box 52185, Lafayette, Louisiana 70505
hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of CONSIDERATION ONE HUNDRED DOLLARS AND OTHER VALUABLE/ ($100.00 & OVC) hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows; to-wit:

TOWNSHIP 10 SOUTH, RANGE 3 WEST

Sixty (60) acres, more or less, situated in Irregular Section 13: bounded on the North and East by other lands of Lessor not herein leased and Section 39, Township 10 South, Range 3 West; on the South by Jennings Norwood Farm and Irrigation Company, Inc. and Forest M. Golden and others; on the West by lands owned now or formerly by Albert Brousis.

Wherever the designation "one-eighth (1/8)" appears in paragraph 7 below, the designation "one-fifth (1/5)" shall be substituted therefor.

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lesser price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably possible; and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

439315

RECEIVED AND FILED
1982 SEP 15 AM 9
CLERK OF COURT
JEFFERSON DAVIS PARISH

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 60 acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on August 11, 19 83, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of One Hundred Fifty and No/100-- Dollars ($150.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods One Hundred Fifty and No/100------ Dollars ($ 150.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE ATTACHED RENTAL DIVISION ORDER Bank of _____ which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. Anything to the contrary herein notwithstanding, it is provided that if any portion of the lands held hereunder should be unitized with other lands, then unit drilling or reworking operations on or unit production from any unit shall only maintain this lease as to the land included in such unit. It is further provided, however, that when this lease is being maintained as to a unit or units by such unit operations or production, lessee's rights hereunder may also be maintained as to all or any part of the land not included in any such unit by rental payments as to such outside land, or by non-unit drilling or reworking operations or non-unitized production (whether the well is within or without the boundaries of a unit), in the same manner as is herein elsewhere provided for maintaining lessee's rights hereunder; and lessee's rights as to such outside land may be so maintained by rental payments during and for TWO (2) years after the end of the primary term of this lease. In connection with the foregoing, it is also provided that if lessee's rights are not being separately maintained as to the acreage outside of such unit or units on the date of the commencement of the unit operations or of the unit production, whichever occurs first, then such commencement date shall be considered equivalent to a date of cessation of production from such outside lands for the purpose of fixing the delay for the payment of rentals or for beginning operations or production thereon. It is also further provided that unitization of any portion of the lands held hereunder shall not affect lessee's right to maintain this lease by shut-in gas payments as herein elsewhere provided for; but any such shut-in payment so made (whether the shut-in well be within or without a unit) shall be based on and shall maintain lessee's rights in all the land held hereunder except any part of said land as to which this lease is being separately maintained by operations, production or rental payments as heretofore provided for in this paragraph.

The consideration paid by Lessee is accepted as full and adequate consideration for all rights, options and privileges herein granted.

This lease may be executed in counterpart or may be ratified by separate instruments and shall be binding on all parties who so execute or ratify it whether or not it is executed by all of the parties herein named.

Lessor agrees that each of the above named parties owns and shall be entitled to receive that fractional part of the delay rentals set out opposite his or her name below. Each respective Lessor designates the bank named opposite his or her name as the depository for payment or tender of his or her proportionate part of the rentals in accordance with the provisions of this lease.

NAME	AMOUNT	DEPOSITORY
BERNICE FOREMAN BOUDREAUX	$ 1,125.00	Fifth Third Bank-Kenwood Plaza Branch Cincinnati, Ohio 45236
MARK W. BOUDREAUX	None	
WAYNE BOUDREAUX	None	

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

Juanita DeVaughn
Jean Fulchin
Juanita DeVaughn
Jean Fulchin
Ronald C. Wolff
Robert W McCauley

Bernice Foreman Boudreaux
BERNICE FOREMAN BOUDREAUX
SS# [redacted]

Mark W Boudreaux
MARK W. BOUDREAUX

Wayne Boudreaux
WAYNE BOUDREAUX

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STATE OF Ohio
PARISH (OR COUNTY) OF Hamilton

On this 31st day of August, 1982, before me personally appeared Bernice Foreman Boudreaux & Mark W. Boudreaux to me known to be the person described in and who executed the foregoing instrument, and acknowledged that They executed the same as their free act and deed.

JOSEPH M. LIMING
Notary Public, State of Ohio
My Commission Expires June 27, 1983

Joseph M. Liming
Notary Public.

STATE OF Michigan
PARISH (OR COUNTY) OF Muskegon

On this 7th day of September, 19 82, before me personally appeared Wayne Boudreaux to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Barbara L. Bray
Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, 19____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

Dated _____, 19____

No. of Acres _____

Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____, of the records of this office.

By _____ Deputy

_____

BATH ⊕ CRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

GAY B. HUFF, CLERK OF COURT
& EX-OFFICIO RECORDER

Exhibit D
Castex Development - Title and Lease History - 000896

445

THE H. L. BATH COMPANIES
BATH & GRAIN
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

439316

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of August 11 19 82

by and between

BERNICE FOREMAN BOUDREAUX, widow of Mark A. Boudreaux, whose address is 3823 Fox Run Drive, Apt. 1329, Cincinnati, Ohio 45236.

MARK W. BOUDREAUX, husband of Jennell Guidry, whose address is 260 Petworth Court, Cincinnati, Ohio 45236.

WAYNE BOUDREAUX, husband of Vera Breaux, whose address is 1165 Ivanhoe Drive, N. Muskegan, Michigan 49445

LYDIA MCBRIDE BOUDREAUX, widow of Castex M. Boudreaux, whose address is 1313 Tenth St., Lake Charles, Louisiana 70601.

REUBEN RAYMOND BRUCE, husband of Marie Simoneaux, whose address is 439 East Academy Ave., Jennings, Louisiana 70546.

WORRELL B. JOHNSON, husband of Dora Cary, whose address is P. O. Box 388, Welsh, Louisiana 70591.

MRS. ORA JOHNSON MIGUEZ, wife of Adam Miguez, whose address is 114 Davies Street, Jennings, Louisiana 70546.

O. W. JOHNSON, JR., divorced from Carolyn Leonard, whose address is P. O. Box 747, Welsh, Louisiana 70591.

RICHARD W. JOHNSON, husband of Nancy Watkins Johnson, whose address is P. O. Box 190, Welsh, Louisiana 70591.

ALBERT SIDNEY JOHNSON, III, husband of Agnes Saulnier, whose address is 7805 Windfont Row, Parker, Colorado 80134.

SANDRA LYNN TRAHAN, divorced from Markham Trahan, whose address is 230 Village Lane, Lafayette, Louisiana 70506.

MILTON F. BOURDIER, husband of Margaret Badgley, whose address is 13270 Web Lane, Sugarland, Texas 77478.

ALFRED C. BOURDIER, husband of Gayle Hoffpauir, whose address is Route 11, Box 932, Lake Charles, Louisiana 70601.

LYNN H. BOURDIER, husband of Eva Cutright, whose address is 416 Julius St., Lake Charles, Louisiana 70601.

BERNADINE BOURDIER ZIBILICH, widow of William Zibilich, whose address is 125 Valentine Drive, Avondale, Louisiana 70094.

ROSE MARIE BOURDIER PETITJEAN, wife of Lee J. Petitjean, whose address is 1451 Chateau Circle N., Lake Charles, Louisiana 70605.

DAVID L. BOURDIER, husband of Janet Robichaux, whose address is P. O. Box 762, Patterson, Louisiana 70392.

YVETTE MARIE BOUDREAUX LEFLEUR, wife of Elmer L. LaFleur, whose address is P. O. Box 1893, Marshall, Texas 75670.

"SUBJECT TO ATTACHED RIDER"

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herein called "Lessor" (whether one or more) and LYNAL, INC., P. O. Box 52185, Lafayette, Louisiana 70505 hereinafter called "Lessee", witnesseth, that:

CONSIDERATION

Lessor, in consideration of the sum of ONE HUNDRED DOLLARS AND OTHER VALUABLE/ ($ 100.00 & OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

TOWNSHIP 10 SOUTH, RANGE 3 WEST

Sixty (60) acres, more or less, situated in Irregular Section 13: bounded on the North and East by other lands of Lessor not herein leased and Section 39, Township 10 South, Range 3 West; on the South by Jennings Norwood Farm and Irrigation Company, Inc. and Forest M. Golden and others; on the West by lands owned now or formerly by Albert Brousis.

Wherever the designation "one-eighth (1/8)" appears in paragraph 7 below, the designation "one-fifth (1/5)" shall be substituted therefor.

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lesser price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably possible; and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

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All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 60 acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on August 11, 19 83, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of One Hundred Fifty and No/100-- Dollars ($ 150.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods, One Hundred Fifty and No/100----- Dollars ($ 150.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE ATTACHED RENTAL DIVISION ORDER Bank of _____ which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. Anything to the contrary herein notwithstanding, it is provided that if any portion of the lands held hereunder should be unitized with other lands, then unit drilling or reworking operations on or unit production from any unit shall only maintain this lease as to the land included in such unit. It is further provided, however, that while this lease is being maintained as to a unit or units by such unit operations or production, lessee's rights hereunder may also be maintained as to all or any part of the land not included in any such unit by rental payments as to such outside land, or by non-unit drilling or reworking operations or non-unitized production (whether the well is within or without the boundaries of a unit), in the same manner as is herein elsewhere provided for maintaining lessee's rights hereunder; and lessee's rights as to such outside land may be so maintained by rental payments during and for TWO (2) years after the end of the primary term of this lease. In connection with the foregoing, it is also provided that if lessee's rights are not being separately maintained as to the acreage outside of such unit or units on the date of the commencement of the unit operations or of the unit production, whichever occurs first, then such commencement date shall be considered equivalent to a date of cessation of production from such outside lands for the purpose of fixing the delay for the payment of rentals or for beginning operations or production thereon. It is also further provided that unitization of any portion of the lands held hereunder shall not affect lessee's right to maintain this lease by shut-in gas payments as herein elsewhere provided for; but any such shut-in payment so made (whether the shut-in well be within or without a unit) shall be based on and shall maintain lessee's rights in all the land held hereunder except any part of said land as to which this lease is being separately maintained by operations, production or rental payments as heretofore provided for in this paragraph.

The consideration paid by Lessee is accepted as full and adequate consideration for all rights, options and privileges herein granted.

This lease may be executed in counterpart or may be ratified by separate instruments and shall be binding on all parties who so execute or ratify it whether or not it is executed by all of the parties herein named.

Lessor agrees that each of the above named parties owns and shall be entitled to receive that fractional part of the delay rentals set out opposite his or her name below. Each respective Lessor designates the bank named opposite his or her name as the depository for payment or tender of his or her proportionate part of the rentals in accordance with the provisions of this lease.

NAME	AMOUNT	DEPOSITORY
BERNICE FOREMAN BOUDREAUX	$ 1,125.00	Fifth Third Bank-Kenwood Plaza Branch Cincinnati, Ohio 45236
MARK W. BOUDREAUX	None	"
WAYNE BOUDREAUX	None	
LYDIA MCBRIDE BOUDREAUX	$ 1,125.00	The Calcasieu Marine National Bank of Lake Charles, Lake Charles, LA 70601
REUBEN RAYMOND BRUCE	$ 2,250.00	The Calcasieu Marine National Bank of Lake Charles, Jennings Br.,Jennings, L
WORRELL B. JOHNSON	$ 450.00	The Calcasieu Marine National Bank of Lake Charles, Welsh Br., Welsh, LA
MRS. ORA JOHNSON MIGUEZ	$ 900.00	The Calcasieu Marine National Bank of Lake Charles, Jennings Br.,Jennings, L
O. W. JOHNSON, JR.	$ 225.00	The Calcasieu Marine National Bank of Lake Charles, Welsh Br., Welsh, LA
RICHARD W. JOHNSON	$ 225.00	The Calcasieu Marine National Bank of Lake Charles, Welsh Br., Welsh, LA
ALBERT SIDNEY JOHNSON, III	$ 225.00	Bank of the West Parker, Colorado
SANDRA LYNN TRAHAN	$ 225.00	The First National Bank of Lafayette Lafayette, Louisiana
MILTON F. BOURDIER	$ 187.50	Alief Alamo Bank Alief, Texas
ALFRED C. BOURDIER	$ 187.50	The Calcasieu Marine National Bank of Lake Charles, Lake Charles, LA
LYNN H. BOURDIER	$ 187.50	Lakeside National Bank - McNesse Branch Lake Charles, Louisiana
BERNADINE BOURDIER ZIBILICH	$ 187.50	First Homestead Savings, Lapalco Branch Harvey, Louisiana
ROSE MARIE BOURDIER PETITJEAN	$ 187.50	The Calcasieu Marine National Bank of Lake Charles, Enterprise Blvd. Br.,Lake
DAVID L. BOURDIER	$ 187.50	Patterson State Bank Charles, LA Patterson, LA
YVETTE MARIE BOUDREAUX LEFLEUR	$ 1,125.00	Peoples State Bank Marshall, Texas

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

BERNICE FOREMAN BOUDREAUX
SS# _____

MARK W. BOUDREAUX

WAYNE BOUDREAUX

Wayne Cox
Term Ext
Term Ext
Wayne Cox
Term Ext
Wayne Cox
Dorothy Bryant
Wayne Cox
Term Ext
Wayne Cox
Term Ext
Wayne Cox
Term Ext
Wayne Cox
Term Ext
Wayne Cox

LYDIA MCBRIDE BOUDREAUX
SS# [redacted]

REUBEN RAYMOND BRUCE
SS# [redacted]

WORRELL B. JOHNSON
SS# [redacted]

MRS. ORA JOHNSON MIGUEZ
SS# [redacted]

O. W. JOHNSON, JR.
SS# [redacted]

RICHARD W. JOHNSON
SS# [redacted]

ALBERT SIDNEY JOHNSON, III
SS# [redacted]

SANDRA LYNN TRAHAN
SS# [redacted]

Term Ext
Wayne Cox
Term Ext
Wayne Cox
Term Ext
Wayne Cox
Term Ext
Wayne Cox
Term Ext
Wayne Cox

MILTON F. BOURDIER
SS# [redacted]

ALFRED C. BOURDIER
SS# [redacted]

LYNN H. BOURDIER
SS# [redacted]

BERNADINE BOURDIER ZIBILICH
SS# [redacted]

ROSE MARIE BOURDIER PETITJEAN
SS# [redacted]

DAVID L. BOURDIER
SS# [redacted]

YVETTE MARIE BOUDREAUX LAFLEUR
SS# [redacted]

450

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared WAYNE COX who, being by me duly sworn, stated under oath that HE was one of the subscribing witnesses to the foregoing instrument and that the same was signed by LYDIA MCBRIDE BOUDREAUX, REUBEN RAYMOND BRUCE, WORRELL B. JOHNSON, MRS. ORA JOHNSON NIGUEZ, O. W. JOHNSON, JR., RICHARD W. JOHNSON, ALBERT SIDNEY JOHNSON, III, SANDRA LYNN TRAHAN, ALFRED C. BOURDIER, LYNN H. BOURDIER, BERNADINE BOURDIER ZIBILICH (Lessor, as above mentioned) in HIS presence and in the presence of the other subscribing witness(es).

Wayne Cox

SWORN TO AND SUBSCRIBED before me SEPTEMBER 7, 1982

Phyllis J. Ansley
Notary Public in and for LAFAYETTE Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared WAYNE COX who, being by me duly sworn, stated under oath that HE was one of the subscribing witnesses to the foregoing instrument and that the same was signed by ROSE MARIE BOURDIER PETITJEAN, DAVID L. BOURDIER, YVETTE MARIE BOUDREAUX LAFLEUR

(Lessor, as above mentioned) in HIS presence and in the presence of the other subscribing witness(es).

Wayne Cox

SWORN TO AND SUBSCRIBED before me SEPTEMBER 7, 1982

Phyllis J. Ansley
Notary Public in and for LAFAYETTE Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, 19____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

Dated _____, 19____

No. of Acres _____

_____ Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____, of the records of this office.

By _____, Deputy

_____

THE H. L. BATH CORPORATION
BATH & GRAM
NEW ORLEANS, LOUISIANA
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR 1A—POOLING
REVISED "A"

RAY B. HUFF, CLERK OF COURT
& EX-OFFICIO RECORDER

MILTON F. BOURDIER TO LYNAL, INC. OGML

THE H. L. BATH COMPANIES
BATH GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

439317

OIL, GAS AND MINERAL LEASE

451

THIS AGREEMENT, entered into effective as of August 11 19 82,

by and between MILTON F. BOURDIER, husband of Margaret Badgley, whose address is 13270 Web Lane, Sugarland, Texas 77478.

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CLERK OF COURT
JEFFERSON DAVIS PARISH

herein called "Lessor" (whether one or more) and LYNAL, INC., P. O. Box 52185, Lafayette, Louisiana

hereinafter called "Lessee", witnesseth, that:

CONSIDERATION

Lessor, in consideration of the sum of ONE HUNDRED DOLLARS AND OTHER VALUABLE/ ($ 100.00 & OVC hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

TOWNSHIP 10 SOUTH, RANGE 3 WEST

Sixty (60) acres, more or less, situated in Irregular Section 13: bounded on the North and East by other lands of Lessor not herein leased and Section 39, Township 10 South, Range 3 West; on the South by Jennings Norwood Farm and Irrigation Company, Inc. and Forest M. Golden and others; on the West by lands owned now or formerly by Albert Brousis.

Wherever the designation "one-eighth (1/8)" appears in paragraph 7 below, the designation "one-fifth (1/5)" shall be substituted therefor.

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lesser price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably possible; and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

439317

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 60 acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on August 11 19 83, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of One Hundred Fifty and No/100-- Dollars ($ 150.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods One Hundred Fifty and No/100----- Dollars ($150.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE ATTACHED RENTAL DIVISION ORDER XXXXXX which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. Anything to the contrary herein notwithstanding, it is provided that if any portion of the lands held hereunder should be unitized with other lands, then unit drilling or reworking operations on or unit production from any unit shall only maintain this lease as to the land included in such unit. It is further provided, however, that when this lease is being maintained as to a unit or units by such unit operations or production, lessee's rights hereunder may also be maintained as to all or any part of the land not included in any such unit by rental payments as to such outside land, or by non-unit drilling or reworking operations or non-unitized production (whether the well is within or without the boundaries of a unit). In the same manner as is herein elsewhere provided for maintaining lessee's rights hereunder; and lessee's rights as to such outside land may be so maintained by rental payments during and for two (2) years after the end of the primary term of this lease. In connection with the foregoing, it is also provided that if lessee's rights are not being separately maintained as to the acreage outside of such unit or units on the date of the commencement of the unit operations or of the unit production, whichever occurs first, then such commencement date shall be considered equivalent to a date of cessation of production from such outside lands for the purpose of fixing the delay for the payment of rentals or for beginning operations or production thereon. It is also further provided that unitization of any portion of the lands held hereunder shall not affect lessee's right to maintain this lease by shut-in gas payments as herein elsewhere provided for; but any such shut-in payment so made (whether the shut-in well be within or without a unit) shall be based on and shall maintain lessee's rights in all the land held hereunder except any part of said land as to which this lease is being separately maintained by operations, production or rental payments as heretofore provided for in this paragraph.

The consideration paid by Lessee is accepted as full and adequate consideration for all rights, options and privileges herein granted.

This lease may be executed in counterpart or may be ratified by separate instruments and shall be binding on all parties who so execute or ratify it whether or not it is executed by all of the parties herein named.

Lessor agrees that each of the above named parties owns and shall be entitled to receive that fractional part of the delay rentals set out opposite his or her name below. Each respective Lessor designates the bank named opposite his or her name as the depository for payment or tender of his or her proportionate part of the rentals in accordance with the provisions of this lease.

NAME	AMOUNT	DEPOSITORY
MILTON F. BOURDIER	$ 187.50	Alief Alamo Bank Alief, Texas

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

Patricia Spears

Catherine Cox

Ruth Raventos

Milton F. Bourdier

MILTON F. BOURDIER

SS# [redacted]

454

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared WAYNE COX, who, being by me duly sworn, stated under oath that HE was one of the subscribing witnesses to the foregoing instrument and that the same was signed by MILTON F. BOURDIER, (Lessor, as above mentioned) in HIS presence and in the presence of the other subscribing witness(es).

Wayne Cox

SWORN TO AND SUBSCRIBED before me SEPTEMBER 7, 1982

Phyllis D. Bailey

Notary Public in and for LAFAYETTE Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____, (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

Dated _____, 19____

No. of Acres _____

Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____, of the records of this office.

By _____, Deputy

THE H. S. BEYER COMPANIES
BATH CRAN
FORM 42 CPH—NEW SOUTH
LOUISIANA REVISED FOUR 1st—POOLING
REVISED "A"

RAY B. HUFF, CLERK OF COURT
& EX-OFFICIO RECORDER

441404

655

RECEIVED AND FILED
1303 JAN 10 PM 1:14
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS :

LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that:

This contract of lease and agreement is entered into by and between:

WORRELL B. JOHNSON, of full age of majority, whose mailing address is P.O. Box 388, Welsh, LA;

ORA J. MIGUEZ, of full age of majority, whose mailing address is 114 Davies Street, Jennings, LA;

LYDIA BOUDREAUX, of full age of majority, whose mailing address is 1313 10th Street, Lake Charles, LA;

O.W. JOHNSON, JR., of full age of majority, whose mailing address is P.O. Box 747, Welsh, LA;

MAMIE C. JOHNSON, of full age of majority, whose mailing address is P.O.Box 162, Welsh, LA;

RICHARD W. JOHNSON, of full age of majority, whose mailing address is P.O. Box 190, Welsh, LA;

R. RAYMOND BRUCE, of full age of majority, whose mailing address is 439 E. Academy, Jennings, LA;

YVETTE M. LaFLEUR, of full age of majority, whose mailing address is P.O. Box 1893, Marshall, TX;

ALBERT S. JOHNSON, III, of full age of majority, whose mailing address is 7805 Windfond, Parker, CO;

SANDRA LYNN JOHNSON TRAHAN, of full age of majority, whose mailing address is 230 Village Lane, Lafayette, LA, individually, and as agent and attorney in fact for MARVEL A. JOHNSON;

MILTON F. BOURDIER, of full age of majority, whose mailing address is 13270 Web Lane, Sugarland, TX;

ALFRED C. BOURDIER, of full age of majority, whose mailing address is Route 11, Box 932, Lake Charles, LA;

LYNN H. BOURDIER, of full age of majority, whose mailing address is 416 Julius Street, Lake Charles, LA;

BERNADINE B. ZIBILICH, of full age of majority, whose mailing address is 125 Valentine, Avondale, LA;

ROSE MARIE PETITJEAN, of full age of majority, whose mailing address is 1451 Chateau Circle N, Lake Charles, LA;

LAW OFFICES OF
WILLIAM N. KNIGHT
P.O. BOX 1385
JENNINGS, LA. 70546

441404

DAVID L. BOURDIER, of full age of majority, whose mailing address is P.O. Box 762, Patterson, LA;

BERNICE F. BOUDREAUX, of full age of majority, whose mailing address is 3823 Fox Run Drive, Apt. 1329, Cincinnatti, OH;

MARK W. BOUDREAUX, of full age of majority, whose mailing address is 2601 Petworth Court, Cincinnatti, OH;

WAYNE F. BOUDREAUX, of full age of majority, whose mailing address is 1165 Ivanhoe Drive, No. Muskegon, MI;

RAYNELL MARIE BRUCE KIBODEAUX, of full age of majority, whose mailing address is 1641 Prarie Mark, Houston, TX;

PATRICIA GAY BRUCE HUFF, of full age of majority, whose mailing address is 214 Morton Street, Jennings, LA; and

NELIA KAREN BRUCE GOLDMAN, of full age of majority, whose mailing address is 2410 Pinehurst, Monroe, LA,

hereinafter referred to as "Lessors" and,

CASTEX SYSTEMS, INC., a Louisiana corporation, domiciled in Jefferson Davis Parish, LA, represented herein by its duly authorized President, BEECHER D. HOWARD,

hereinafter referred to as "Lessee", as follows, to-wit:

I.

Lessors hereby lease unto Lessee the following described property located in Jefferson Davis Parish, LA, to-wit:

Ten (10) acres to be surveyed for the exact description to be located in the Northwest corner of Section 17, Township 10 South, Range 2 West, La. Mer., surrounding the well to be used for salt water disposal.

II.

This lease shall also include the use of the road leading to the leased premises from Louisiana Highway 1126. Lessee obligates itself to maintain the road.

III.

This lease is for the purpose of using the well located thereon as a salt water disposal well and the storage of drilling fluids.

IV.

This lease is for a term of 5 years beginning January 1, 1982, and ending December 31, 1986, provided, however, Lessee is given the option to renew this lease for an additional 5 years on the same terms and conditions, however, the rental shall be negotiated. Should Lessee desire to exercise this option, he shall notify Lessors in writing at least 60 days prior to December 31, 1986. Notice shall be sent to either Mr. Worrell B. Johnson, P.O. Box 388, Welsh, LA 70591, or Mr. R. Raymond Bruce, 439 E. Academy, Jennings, LA. 70546.

V.

This lease is made for and in consideration of a yearly rental of $1100.00 per year, payable yearly in advance.

VI.

Lessors will not be responsible for any damages of any sort to any persons or property, however occasioned; and Lessee shall hold Lesssors harmless from any claims by or or liability arising out of the use of the leased premises by Lessee. Lessee shall carry public liability on the leased presmises in the minimum amount of $1,000,000 for each occurrence.

VII.

Should Lessee at any time violate any of the conditions of this lease or fail to comply with any of Lessee's obligations hereunder, or fail to pay the rent at maturity, as stipulated, or upon the filing of a bankruptcy, receivership or respite petition by or against Lessee, or upon Lessee's suspension, failure or insolvency, the rent for the whole unexpired term of this lease shall, without putting Lessee in default, at once become due and exigible; and in such event, Lessor shall have the option either at once to demand the entire rent for the whole term or to immediately cancel this lease, without putting Lessee in default; Lessee to remain responsible for all damages or losses suffered by Lessor; Lessee hereby assenting thereto and expressly waiving the legal notice to vacate the premises. Failure to strictly and promptly enforce these conditions shall not operate as a waiver of Lessors' rights, Lessors expressly reserving the right to always

enforce prompt payment of the rent or to cancel this lease regardless of any indulgences or extensions previously granted. Failure to comply with any condition or obligation of this lease shall make Lessee liable for any loss of damage sustained by Lessors.

VIII.

Lessee agrees to pay reasonable attorneys fees and court costs should it become necessary for Lessors to employ an attorney to recover the rent, or for or on account of any breach of, or to enforce or interpret any of the provisions of this lease, or for the recovery of the possession of the leased premises.

IX.

At the termination of this lease, Lessee agrees to restore the premises to their original condition as near as practicable, including but not limited to the removal of all pipes, buildings, the filling in of all pits and the leveling of all levees.

X.

This agreement will be executed in multiple counterparts, each of which shall be an original document binding upon the party or parties so signing.

IN TESTIMONY WHEREOF, Lessors and Lessee have executed this instrument in the presence of the undersigned competent witnesses, on the dates and at the places set forth in the acknowledgments.

WITNESSES:

Sheila Nickel
Geraldene VanHook
Sheila Nickel
Geraldene VanHook
Sheila Nickel
Geraldene VanHook
Sheila Nickel
Geraldene VanHook

Worrell B. Johnson
Worrell B. Johnson

Ora J. Miguez
Ora J. Miguez

Lydia Boudreaux
Lydia Boudreaux

O. W. Johnson, Jr.
O. W. Johnson, Jr.

Sheila Nickel
Geraldene VanHook

Mamie C. Johnson
Mamie C. Johnson

Sheila Nickel
Geraldene VanHook

Richard W. Johnson
Richard W. Johnson

Sheila Nickel
Geraldene VanHook

R. Raymond Bruce
R. Raymond Bruce

Yvette M. LaFleur

Albert S. Johnson, III

Sheila Nickel
Geraldene VanHook

Sandra Lynn Johnson Trahan
Sandra Lynn Johnson Trahan, Individually, and as agent and attorney in fact for Marvel A. Johnson

Milton F. Bourdier

Sheila Nickel
Geraldene VanHook

Alfred C. Bourdier
Alfred C. Bourdier

Sheila Nickel
Geraldene VanHook

Lynn H. Bourdier
Lynn H. Bourdier

Bernadine B. Zibilich

Sheila Nickel
Geraldene VanHook

Rose Marie Petitjean
Rose Marie Petitjean

660

Sheila Nickel
Geraldene VanHook

David L. Bourdier
David L. Bourdier

Bernice F. Boudreaux

Mark W. Boudreaux

Wayne F. Boudreaux

Sheila Nickel
Geraldene VanHook

Raynell Marie Bruce Kibodeaux
Raynell Marie Bruce Kibodeaux

Sheila Nickel
Geraldene VanHook

Patricia Gay Bruce Huff
Patricia Gay Bruce Huff

Sheila Nickel
Geraldene VanHook

Nelia Karen Bruce Goldman
Nelia Karen Bruce Goldman

Sheila Nickel
Geraldene VanHook

CASTEX SYSTEMS, INC.

BY: Beecher D. Howard
Beecher D. Howard, President

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

On this 25th day of January, 1982, before me personally appeared:

WORRELL B. JOHNSON, ORA J. MIGUEZ, LYDIA BOUDREAUX, O.W. JOHNSON, JR., MAMIE C. JOHNSON, RICHARD W. JOHNSON, R. RAYMOND BRUCE, SANDRA LYNN JOHNSON TRAHAN, ALFRED C. BOURDIER, LYNN H. BOURDIER, ROSE MARIE PETITJEAN, DAVID L. BOURDIER, RAYNELL MARIE BRUCE KIBODEAUX, PATRICIA GAY BRUCE HUFF, NELIA KAREN BRUCE GOLDMAN, and BEECHER D. HOWARD

to me known to be some of the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, and in the capacity therein stated.

NOTARY PUBLIC

WILLIAM NOEL KNIGHT
ATTORNEY - NOTARY PUBLIC
COMMISSION FOR LIFE

662

RESOLUTION

RESOLVED by the Board of Directors of the corporation that it lease from the Johnson-Boudreaux Heirs 10 acres of property owned by them and located in the Northwest corner of Section 17, Township 10 South, Range 2 West, La. Mer.

BE IT FURTHER RESOLVED that Beecher D. Howard, President of the corporation be and he is hereby authorized, empowered and directed to execute the lease agreement to contain such terms and conditions and for a price as he deems necessary and advisable in his uncontrolled discretion.

CERTIFICATE

I, REUBEN RAYMOND BRUCE, Secretary-Treasurer of CASTEX SYSTEMS, INC., do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at a meeting of the Board of Directors of said corporation held on November 20, 1981, at which meeting all of the members of the Board of Directors were present in person and waived notice of the meeting and each voted unanimously in favor thereof. This resolution has not been modified or rescinded and is still in full force and effect.

Jennings, Louisiana, this 25 day of January, 1982.

Reuben Raymond Bruce
Secretary-Treasurer

GAY B. HUFF, CLERK OF COURT
& EX-OFFICIO RECORDER

441405

Mark 663

RECEIVED AND FILED
1983 JAN 10 PM 1:14
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS : LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that:

This contract of lease and agreement is entered into by and between:

WORRELL B. JOHNSON, of full age of majority, whose mailing address is P.O. Box 388, Welsh, LA;

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LYDIA BOUDREAUX, of full age of majority, whose mailing address is 1313 10th Street, Lake Charles, LA;

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MAMIE C. JOHNSON, of full age of majority, whose mailing address is P.O.Box 162, Welsh, LA;

RICHARD W. JOHNSON, of full age of majority, whose mailing address is P.O. Box 190, Welsh, LA;

R. RAYMOND BRUCE, of full age of majority, whose mailing address is 439 E. Academy, Jennings, LA;

YVETTE M. LaFLEUR, of full age of majority, whose mailing address is P.O. Box 1893, Marshall, TX;

ALBERT S. JOHNSON, III, of full age of majority, whose mailing address is 7805 Windfond, Parker, CO;

SANDRA LYNN JOHNSON TRAHAN, of full age of majority, whose mailing address is 230 Village Lane, Lafayette, LA, individually, and as agent and attorney in fact for MARVEL A. JOHNSON;

MILTON F. BOURDIER, of full age of majority, whose mailing address is 13270 Web Lane, Sugarland, TX;

ALFRED C. BOURDIER, of full age of majority, whose mailing address is Route 11, Box 932, Lake Charles, LA;

LYNN H. BOURDIER, of full age of majority, whose mailing address is 416 Julius Street, Lake Charles, LA;

BERNADINE B. ZIBILICH, of full age of majority, whose mailing address is 125 Valentine, Avondale, LA;

ROSE MARIE PETITJEAN, of full age of majority, whose mailing address is 1451 Chateau Circle N, Lake Charles, LA;

441405

WILLIAM N KNIGHT
P O BOX 1388
JENNINGS LA. 70546

DAVID L. BOURDIER, of full age of majority, whose mailing address is P.O. Box 762, Patterson, LA;

BERNICE F. BOUDREAUX, of full age of majority, whose mailing address is 3823 Fox Run Drive, Apt. 1329, Cincinnatti, OH;

MARK W. BOUDREAUX, of full age of majority, whose mailing address is 2601 Petworth Court, Cincinnatti, OH;

WAYNE F. BOUDREAUX, of full age of majority, whose mailing address is 1165 Ivanhoe Drive, No. Muskegon, MI;

RAYNELL MARIE BRUCE KIBODEAUX, of full age of majority, whose mailing address is 1641 Prarie Mark, Houston, TX;

PATRICIA GAY BRUCE HUFF, of full age of majority, whose mailing address is 214 Morton Street, Jennings, LA; and

NELIA KAREN BRUCE GOLDMAN, of full age of majority, whose mailing address is 214 Pinehurst, Monroe, LA,

hereinafter referred to as "Lessors" and,

CASTEX SYSTEMS, INC., a Louisiana corporation, domiciled in Jefferson Davis Parish, LA, represented herein by its duly authorized President, BEECHER D. HOWARD,

hereinafter referred to as "Lessee", as follows, to-wit:

I.

Lessors hereby lease unto Lessee the following described property located in Jefferson Davis Parish, LA, to-wit:

Ten (10) acres to be surveyed for the exact description to be located in the Northwest corner of Section 17, Township 10 South, Range 2 West, La. Mer., surrounding the well to be used for salt water disposal.

II.

This lease shall also include the use of the road leading to the leased premises from Louisiana Highway 1126. Lessee obligates itself to maintain the road.

III.

This lease is for the purpose of using the well located thereon as a salt water disposal well and the storage of drilling fluids.

IV.

This lease is for a term of 5 years beginning January 1, 1982, and ending December 31, 1986, provided, however, Lessee is given the option to renew this lease for an additional 5 years on the same terms and conditions, however, the rental shall be negotiated. Should Lessee desire to exercise this option, he shall notify Lessors in writing at least 60 days prior to December 31, 1986. Notice shall be sent to either Mr. Worrell B. Johnson, P.O. Box 388, Welsh, LA 70591, or Mr. R. Raymond Bruce, 439 E. Academy, Jennings, LA. 70546.

V.

This lease is made for and in consideration of a yearly rental of $1100.00 per year, payable yearly in advance.

VI.

Lessors will not be responsible for any damages of any sort to any persons or property, however occasioned; and Lessee shall hold Lesssors harmless from any claims by or or liability arising out of the use of the leased premises by Lessee. Lessee shall carry public liability on the leased presmises in the minimum amount of $1,000,000 for each occurrence.

VII.

Should Lessee at any time violate any of the conditions of this lease or fail to comply with any of Lessee's obligations hereunder, or fail to pay the rent at maturity, as stipulated, or upon the filing of a bankruptcy, receivership or respite petition by or against Lessee, or upon Lessee's suspension, failure or insolvency, the rent for the whole unexpired term of this lease shall, without putting Lessee in default, at once become due and exigible, and in such event, Lessor shall have the option either at once to demand the entire rent for the whole term or to immediately cancel this lease, without putting Lessee in default; Lessee to remain responsible for all damages or losses suffered by Lessor; Lessee hereby assenting thereto and expressly waiving the legal notice to vacate the premises. Failure to strictly and promptly enforce these conditions shall not operate as a waiver of Lessors' rights, Lessors expressly reserving the right to always

enforce prompt payment of the rent or to cancel this lease regardless of any indulgences or extensions previously granted. Failure to comply with any condition or obligation of this lease shall make Lessee liable for any loss of damage sustained by Lessors.

VIII.

Lessee agrees to pay reasonable attorneys fees and court costs should it become necessary for Lessors to employ an attorney to recover the rent, or for or on account of any breach of, or to enforce or interpret any of the provisions of this lease, or for the recovery of the possession of the leased premises.

IX.

At the termination of this lease, Lessee agrees to restore the premises to their original condition as near as practicable, including but not limited to the removal of all pipes, buildings, the filling in of all pits and the leveling of all levees.

X.

This agreement will be executed in multiple counterparts, each of which shall be an original document binding upon the party or parties so signing.

IN TESTIMONY WHEREOF, Lessors and Lessee have executed this instrument in the presence of the undersigned competent witnesses, on the dates and at the places set forth in the acknowledgments.

WITNESSES:

_____

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_____

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_____

_____

Worrell B. Johnson

Ora J. Miguez

Lydia Boudreaux

O. W. Johnson, Jr.

Mamie C. Johnson

Richard W. Johnson

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Yvette M. LaFleur

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Milton F. Bourdier

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Bernadine B. Zibilich

Rose Marie Petitjean

David L. Bourdier

Bernice F. Boudreaux

Darlene F. Bufkel

Mark W. Boudreaux

Wayne F. Boudreaux

Raynell Marie Bruce Kibodeaux

Patricia Gay Bruce Huff

Nelia Karen Bruce Goldman

CASTEX SYSTEMS, INC.

BY: _____
Beecher D. Howard, President

STATE OF Ohio
County OF Hamilton

On this 5th day of March, 1982, before me personally appeared:

MARK W. BOUDREAUX

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Juanita DeVaughn
NOTARY PUBLIC

JUANITA DeVAUGHN
Notary Public, State of Ohio
My Commission Expires May 17, 1986

GAY B. HUFF, CLERK OF COURT
& EX-OFFICIO RECORDER

670

441406

RECEIVED AND FILED
1993 JAN 10 PM 1:14
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS : LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that:

This contract of lease and agreement is entered into by and between:

WORRELL B. JOHNSON, of full age of majority, whose mailing address is P.O. Box 388, Welsh, LA;

ORA J. MIGUEZ, of full age of majority, whose mailing address is 114 Davies Street, Jennings, LA;

LYDIA BOUDREAUX, of full age of majority, whose mailing address is 1313 10th Street, Lake Charles, LA;

O.W. JOHNSON, JR., of full age of majority, whose mailing address is P.O. Box 747, Welsh, LA;

MAMIE C. JOHNSON, of full age of majority, whose mailing address is P.O.Box 162, Welsh, LA;

RICHARD W. JOHNSON, of full age of majority, whose mailing address is P.O. Box 190, Welsh, LA;

R. RAYMOND BRUCE, of full age of majority, whose mailing address is 439 E. Academy, Jennings, LA;

YVETTE M. LaFLEUR, of full age of majority, whose mailing address is P.O. Box 1893, Marshall, TX;

ALBERT S. JOHNSON, III, of full age of majority, whose mailing address is 7805 Windfond, Parker, CO;

SANDRA LYNN JOHNSON TRAHAN, of full age of majority, whose mailing address is 230 Village Lane, Lafayette, LA, individually, and as agent and attorney in fact for MARVEL A. JOHNSON;

MILTON F. BOURDIER, of full age of majority, whose mailing address is 13270 Web Lane, Sugarland, TX;

ALFRED C. BOURDIER, of full age of majority, whose mailing address is Route 11, Box 932, Lake Charles, LA;

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BERNADINE B. ZIBILICH, of full age of majority, whose mailing address is 125 Valentine, Avondale, LA;

ROSE MARIE PETITJEAN, of full age of majority, whose mailing address is 1451 Chateau Circle N, Lake Charles, LA;

LAW OFFICES OF
WILLIAM N. KNIGHT
P.O. BOX 1385
JENNINGS, LA. 70546

441406

DAVID L. BOURDIER, of full age of majority, whose mailing address is P.O. Box 762, Patterson, LA;

BERNICE F. BOUDREAUX, of full age of majority, whose mailing address is 3823 Fox Run Drive, Apt. 1329, Cincinnatti, OH;

MARK W. BOUDREAUX, of full age of majority, whose mailing address is 2601 Petworth Court, Cincinnatti, OH;

WAYNE F. BOUDREAUX, of full age of majority, whose mailing address is 1165 Ivanhoe Drive, No. Muskegon, MI;

RAYNELL MARIE BRUCE KIBODEAUX, of full age of majority, whose mailing address is 1641 Prarie Mark, Houston, TX;

PATRICIA GAY BRUCE HUFF, of full age of majority, whose mailing address is 214 Morton Street, Jennings, LA; and

NELIA KAREN BRUCE GOLDMAN, of full age of majority, whose mailing address is 214 Pinehurst, Monroe, LA,

hereinafter referred to as "Lessors" and,

CASTEX SYSTEMS, INC., a Louisiana corporation, domiciled in Jefferson Davis Parish, LA, represented herein by its duly authorized President, BEECHER D. HOWARD,

hereinafter referred to as "Lessee", as follows, to-wit:

I.

Lessors hereby lease unto Lessee the following described property located in Jefferson Davis Parish, LA, to-wit:

Ten (10) acres to be surveyed for the exact description to be located in the Northwest corner of Section 17, Township 10 South, Range 2 West, La. Mer., surrounding the well to be used for salt water disposal.

II.

This lease shall also include the use of the road leading to the leased premises from Louisiana Highway 1126. Lessee obligates itself to maintain the road.

III.

This lease is for the purpose of using the well located thereon as a salt water disposal well and the storage of drilling fluids.

IV.

This lease is for a term of 5 years beginning January 1, 1982, and ending December 31, 1986, provided, however, Lessee is given the option to renew this lease for an additional 5 years on the same terms and conditions, however, the rental shall be negotiated. Should Lessee desire to exercise this option, he shall notify Lessors in writing at least 60 days prior to December 31, 1986. Notice shall be sent to either Mr. Worrell B. Johnson, P.O. Box 388, Welsh, LA 70591, or Mr. R. Raymond Bruce, 439 E. Academy, Jennings, LA. 70546.

V.

This lease is made for and in consideration of a yearly rental of $1100.00 per year, payable yearly in advance.

VI.

Lessors will not be responsible for any damages of any sort to any persons or property, however occasioned; and Lessee shall hold Lesssors harmless from any claims by or or liability arising out of the use of the leased premises by Lessee. Lessee shall carry public liability on the leased presmises in the minimum amount of $1,000,000 for each occurrence.

VII.

Should Lessee at any time violate any of the conditions of this lease or fail to comply with any of Lessee's obligations hereunder, or fail to pay the rent at maturity, as stipulated, or upon the filing of a bankruptcy, receivership or respite petition by or against Lessee, or upon Lessee's suspension, failure or insolvency, the rent for the whole unexpired term of this lease shall, without putting Lessee in default, at once become due and exigible, and in such event, Lessor shall have the option either at once to demand the entire rent for the whole term or to immediately cancel this lease, without putting Lessee in default; Lessee to remain responsible for all damages or losses suffered by Lessor; Lessee hereby assenting thereto and expressly waiving the legal notice to vacate the premises. Failure to strictly and promptly enforce these conditions shall not operate as a waiver of Lessors' rights, Lessors expressly reserving the right to always

enforce prompt payment of the rent or to cancel this lease regardless of any indulgences or extensions previously granted. Failure to comply with any condition or obligation of this lease shall make Lessee liable for any loss of damage sustained by Lessors.

VIII.

Lessee agrees to pay reasonable attorneys fees and court costs should it become necessary for Lessors to employ an attorney to recover the rent, or for or on account of any breach of, or to enforce or interpret any of the provisions of this lease, or for the recovery of the possession of the leased premises.

IX.

At the termination of this lease, Lessee agrees to restore the premises to their original condition as near as practicable, including but not limited to the removal of all pipes, buildings, the filling in of all pits and the leveling of all levees.

X.

This agreement will be executed in multiple counterparts, each of which shall be an original document binding upon the party or parties so signing.

IN TESTIMONY WHEREOF, Lessors and Lessee have executed this instrument in the presence of the undersigned competent witnesses, on the dates and at the places set forth in the acknowledgments.

WITNESSES:

_____

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_____

_____

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_____

_____

_____

Worrell B. Johnson

_____

Ora J. Miguez

_____

Lydia Boudreaux

_____

O. W. Johnson, Jr.

Mamie C. Johnson

Richard W. Johnson

R. Raymond Bruce

Yvette M. LaFleur

Albert S. Johnson, III

Sandra Lynn Johnson Trahan, Individually, and as agent and attorney in fact for Marvel A. Johnson

Milton F. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine B. Zibilich

Rose Marie Petitjean

David L. Bourdier

Bernice F. Boudreaux

Mark W. Boudreaux

Wayne F. Boudreaux

Raynell Marie Bruce Kibodeaux

Patricia Gay Bruce Huff

Nelia Karen Bruce Goldman

CASTEX SYSTEMS, INC.

BY: _____
Beecher D. Howard, President

676

STATE OF Michigan
County OF Muskegon

On this 11th day of February, 1982, before me personally appeared:

WAYNE F. BOUDREAUX

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Barbara L. Bray
NOTARY PUBLIC

GAY B. HUFF, CLERK OF COURT
& EX-OFFICIO RECORDER

677

441407

RECEIVED AND FILED
1993 JAN 10 PM 1:15
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA :

PARISH OF JEFFERSON DAVIS

LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that:

This contract of lease and agreement is entered into by and between:

WORRELL B. JOHNSON, of full age of majority, whose mailing address is P.O. Box 388, Welsh, LA;

ORA J. MIGUEZ, of full age of majority, whose mailing address is 114 Davies Street, Jennings, LA;

LYDIA BOUDREAUX, of full age of majority, whose mailing address is 1313 10th Street, Lake Charles, LA;

O.W. JOHNSON, JR., of full age of majority, whose mailing address is P.O. Box 747, Welsh, LA;

MAMIE C. JOHNSON, of full age of majority, whose mailing address is P.O.Box 162, Welsh, LA;

RICHARD W. JOHNSON, of full age of majority, whose mailing address is P.O. Box 190, Welsh, LA;

R. RAYMOND BRUCE, of full age of majority, whose mailing address is 439 E. Academy, Jennings, LA;

YVETTE M. LaFLEUR, of full age of majority, whose mailing address is P.O. Box 1893, Marshall, TX;

ALBERT S. JOHNSON, III, of full age of majority, whose mailing address is 7805 Windfond, Parker, CO;

SANDRA LYNN JOHNSON TRAHAN, of full age of majority, whose mailing address is 230 Village Lane, Lafayette, LA, individually, and as agent and attorney in fact for MARVEL A. JOHNSON;

MILTON F. BOURDIER, of full age of majority, whose mailing address is 13270 Web Lane, Sugarland, TX;

ALFRED C. BOURDIER, of full age of majority, whose mailing address is Route 11, Box 932, Lake Charles, LA;

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BERNADINE B. ZIBILICH, of full age of majority, whose mailing address is 125 Valentine, Avondale, LA;

ROSE MARIE PETITJEAN, of full age of majority, whose mailing address is 1451 Chateau Circle N, Lake Charles, LA;

441407

LAW OFFICES OF
WILLIAM N. KNIGHT
P.O. BOX 1385
JENNINGS, LA. 70546

IV.

This lease is for a term of 5 years beginning January 1, 1982, and ending December 31, 1986, provided, however, Lessee is given the option to renew this lease for an additional 5 years on the same terms and conditions, however, the rental shall be negotiated. Should Lessee desire to exercise this option, he shall notify Lessors in writing at least 60 days prior to December 31, 1986. Notice shall be sent to either Mr. Worrell B. Johnson, P.O. Box 388, Welsh, LA 70591, or Mr. R. Raymond Bruce, 439 E. Academy, Jennings, LA. 70546.

V.

This lease is made for and in consideration of a yearly rental of $1100.00 per year, payable yearly in advance.

VI.

Lessors will not be responsible for any damages of any sort to any persons or property, however occasioned; and Lessee shall hold Lesssors harmless from any claims by or or liability arising out of the use of the leased premises by Lessee. Lessee shall carry public liability on the leased presmises in the minimum amount of $1,000,000 for each occurrence.

VII.

Should Lessee at any time violate any of the conditions of this lease or fail to comply with any of Lessee's obligations hereunder, or fail to pay the rent at maturity, as stipulated, or upon the filing of a bankruptcy, receivership or respite petition by or against Lessee, or upon Lessee's suspension, failure or insolvency, the rent for the whole unexpired term of this lease shall, without putting Lessee in default, at once become due and exigible, and in such event, Lessor shall have the option either at once to demand the entire rent for the whole term or to immediately cancel this lease, without putting Lessee in default; Lessee to remain responsible for all damages or losses suffered by Lessor; Lessee hereby assenting thereto and expressly waiving

enforce prompt payment of the rent or to cancel this lease regardless of any indulgences or extensions previously granted. Failure to comply with any condition or obligation of this lease shall make Lessee liable for any loss of damage sustained by Lessors.

VIII.

Lessee agrees to pay reasonable attorneys fees and court costs should it become necessary for Lessors to employ an attorney to recover the rent, or for or on account of any breach of, or to enforce or interpret any of the provisions of this lease, or for the recovery of the possession of the leased premises.

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X.

This agreement will be executed in multiple counterparts, each of which shall be an original document binding upon the party or parties so signing.

IN TESTIMONY WHEREOF, Lessors and Lessee have executed this instrument in the presence of the undersigned competent witnesses, on the dates and at the places set forth in the acknowledgments.

WITNESSES:

_____

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_____

_____

_____

Worrell B. Johnson

Ora J. Miguez

Lydia Boudreaux

O. W. Johnson, Jr.

Mamie C. Johnson

Richard W. Johnson

R. Raymond Bruce

Yvette M. LaFleur

Albert S. Johnson, III

Sandra Lynn Johnson Trahan, Individually, and as agent and attorney in fact for Marvel A. Johnson

Milton F. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Christie Lopez

Thelma Bayford

Bernadine B. Zibilich

Bernadine B. Zibilich

Rose Marie Petitjean

David L. Bourdier

Bernice F. Boudreaux

Mark W. Boudreaux

Wayne F. Boudreaux

Raynell Marie Bruce Kibodeaux

Patricia Gay Bruce Huff

Nelia Karen Bruce Goldman

CASTEX SYSTEMS, INC.

BY: _____
Beecher D. Howard, President

682

STATE OF LOUISIANA

PARISH OF JEFFERSON

On this 27th day of January, 1982, before me personally appeared:

BERNADINE B. ZIBILICH

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Rose L. Valence
NOTARY PUBLIC

GAY B. HUFF, CLERK OF COURT
& EX-OFFICIO RECORDER

Bernice
683

441408

RECEIVED AND FILED
1983 JAN 10 PM 1:15
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that:

This contract of lease and agreement is entered into by and between:

WORRELL B. JOHNSON, of full age of majority, whose mailing address is P.O. Box 388, Welsh, LA;

ORA J. MIGUEZ, of full age of majority, whose mailing address is 114 Davies Street, Jennings, LA;

LYDIA BOUDREAUX, of full age of majority, whose mailing address is 1313 10th Street, Lake Charles, LA;

O.W. JOHNSON, JR., of full age of majority, whose mailing address is P.O. Box 747, Welsh, LA;

MAMIE C. JOHNSON, of full age of majority, whose mailing address is P.O.Box 162, Welsh, LA;

RICHARD W. JOHNSON, of full age of majority, whose mailing address is P.O. Box 190, Welsh, LA;

R. RAYMOND BRUCE, of full age of majority, whose mailing address is 439 E. Academy, Jennings, LA;

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ALBERT S. JOHNSON, III, of full age of majority, whose mailing address is 7805 Windfond, Parker, CO;

SANDRA LYNN JOHNSON TRAHAN, of full age of majority, whose mailing address is 230 Village Lane, Lafayette, LA, individually, and as agent and attorney in fact for MARVEL A. JOHNSON;

MILTON F. BOURDIER, of full age of majority, whose mailing address is 13270 Web Lane, Sugarland, TX;

ALFRED C. BOURDIER, of full age of majority, whose mailing address is Route 11, Box 932, Lake Charles, LA;

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BERNADINE B. ZIBILICH, of full age of majority, whose mailing address is 125 Valentine, Avondale, LA;

ROSE MARIE PETITJEAN, of full age of majority, whose mailing address is 1451 Chateau Circle N, Lake Charles, LA;

LAW OFFICES OF
WILLIAM N. KNIGHT
P.O. BOX 1385
JENNINGS, LA. 70546

441408

DAVID L. BOURDIER, of full age of majority, whose mailing address is P.O. Box 762, Patterson, LA;

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MARK W. BOUDREAUX, of full age of majority, whose mailing address is 2601 Petworth Court, Cincinnatti, OH;

WAYNE F. BOUDREAUX, of full age of majority, whose mailing address is 1165 Ivanhoe Drive, No. Muskegon, MI;

RAYNELL MARIE BRUCE KIBODEAUX, of full age of majority, whose mailing address is 1641 Prarie Mark, Houston, TX;

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hereinafter referred to as "Lessors" and,

CASTEX SYSTEMS, INC., a Louisiana corporation, domiciled in Jefferson Davis Parish, LA, represented herein by its duly authorized President, BEECHER D. HOWARD,

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I.

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WITNESSES:

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Worrell B. Johnson

Ora J. Miguez

Lydia Boudreaux

O. W. Johnson, Jr.

Mamie C. Johnson

Richard W. Johnson

R. Raymond Bruce

Yvette M. LaFleur

Albert S. Johnson, III

Sandra Lynn Johnson Trahan, Individually, and as agent and attorney in fact for Marvel A. Johnson

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Alfred C. Bourdier

Lynn H. Bourdier

Bernadine B. Zibilich

Rose Marie Petitjean

David L. Bourdier

Bernice F. Boudreaux

Mark W. Boudreaux

Wayne F. Boudreaux

Raynell Marie Bruce Kibodeaux

Patricia Gay Bruce Huff

Nelia Karen Bruce Goldman

CASTEX SYSTEMS, INC.

BY: _____
Beecher D. Howard, President

STATE OF Ohio

County OF Hamilton

On this 26th day of January, 1982, before me personally appeared:

BERNICE F. BOUDREAUX

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Juanita DeVaughn
NOTARY PUBLIC

JUANITA DeVAUGHN
Notary Public, State of Ohio
My Commission Expires May 17, 1986

JUANITA DeVAUGHN
Notary Public, State of Ohio
My Commission Expires May 17, 1986

GAY B. HUFF, CLERK OF COURT
& EX-OFFICIO RECORDER

690

441469

RECEIVED AND FILED
1983 JAN 10 PM 1:15
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that:

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ORA J. MIGUEZ, of full age of majority, whose mailing address is 114 Davies Street, Jennings, LA;

LYDIA BOUDREAUX, of full age of majority, whose mailing address is 1313 10th Street, Lake Charles, LA;

O.W. JOHNSON, JR., of full age of majority, whose mailing address is P.O. Box 747, Welsh, LA;

MAMIE C. JOHNSON, of full age of majority, whose mailing address is P.O.Box 162, Welsh, LA;

RICHARD W. JOHNSON, of full age of majority, whose mailing address is P.O. Box 190, Welsh, LA;

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YVETTE M. LaFLEUR, of full age of majority, whose mailing address is P.O. Box 1893, Marshall, TX;

ALBERT S. JOHNSON, III, of full age of majority, whose mailing address is 7805 Windfond, Parker, CO;

SANDRA LYNN JOHNSON TRAHAN, of full age of majority, whose mailing address is 230 Village Lane, Lafayette, LA, individually, and as agent and attorney in fact for MARVEL A. JOHNSON;

MILTON F. BOURDIER, of full age of majority, whose mailing address is 13270 Web Lane, Sugarland, TX;

ALFRED C. BOURDIER, of full age of majority, whose mailing address is Route 11, Box 932, Lake Charles, LA;

LYNN H. BOURDIER, of full age of majority, whose mailing address is 416 Julius Street, Lake Charles, LA;

BERNADINE B. ZIBILICH, of full age of majority, whose mailing address is 125 Valentine, Avondale, LA;

ROSE MARIE PETITJEAN, of full age of majority, whose mailing address is 1451 Chateau Circle N, Lake Charles, LA;

441469

LAW OFFICES OF
WILLIAM N. KNIGHT
P.O. BOX 1385
JENNINGS, LA. 70546

DAVID L. BOURDIER, of full age of majority, whose mailing address is P.O. Box 762, Patterson, LA;

BERNICE F. BOUDREAUX, of full age of majority, whose mailing address is 3823 Fox Run Drive, Apt. 1329, Cincinnatti, OH;

MARK W. BOUDREAUX, of full age of majority, whose mailing address is 2601 Petworth Court, Cincinnatti, OH;

WAYNE F. BOUDREAUX, of full age of majority, whose mailing address is 1165 Ivanhoe Drive, No. Muskegon, MI;

RAYNELL MARIE BRUCE KIBODEAUX, of full age of majority, whose mailing address is 1641 Prarie Mark, Houston, TX;

PATRICIA GAY BRUCE HUFF, of full age of majority, whose mailing address is 214 Morton Street, Jennings, LA; and

NELIA KAREN BRUCE GOLDMAN, of full age of majority, whose mailing address is 2410 Pinehurst, Monroe, LA,

hereinafter referred to as "Lessors" and,

CASTEX SYSTEMS, INC., a Louisiana corporation, domiciled in Jefferson Davis Parish, LA, represented herein by its duly authorized President, BEECHER D. HOWARD,

hereinafter referred to as "Lessee", as follows, to-wit:

I.

Lessors hereby lease unto Lessee the following described property located in Jefferson Davis Parish, LA, to-wit:

Ten (10) acres to be surveyed for the exact description to be located in the Northwest corner of Section 17, Township 10 South, Range 2 West, La. Mer., surrounding the well to be used for salt water disposal.

II.

This lease shall also include the use of the road leading to the leased premises from Louisiana Highway 1126. Lessee obligates itself to maintain the road.

III.

This lease is for the purpose of using the well located thereon as a salt water disposal well and the storage of drilling fluids.

IV.

This lease is for a term of 5 years beginning January 1, 1982, and ending December 31, 1986, provided, however, Lessee is given the option to renew this lease for an additional 5 years on the same terms and conditions, however, the rental shall be negotiated. Should Lessee desire to exercise this option, he shall notify Lessors in writing at least 60 days prior to December 31, 1986. Notice shall be sent to either Mr. Worrell B. Johnson, P.O. Box 388, Welsh, LA 70591, or Mr. R. Raymond Bruce, 439 E. Academy, Jennings, LA. 70546.

V.

This lease is made for and in consideration of a yearly rental of $1100.00 per year, payable yearly in advance.

VI.

Lessors will not be responsible for any damages of any sort to any persons or property, however occasioned; and Lessee shall hold Lesssors harmless from any claims by or or liability arising out of the use of the leased premises by Lessee. Lessee shall carry public liability on the leased presmises in the minimum amount of $1,000,000 for each occurrence.

VII.

Should Lessee at any time violate any of the conditions of this lease or fail to comply with any of Lessee's obligations hereunder, or fail to pay the rent at maturity, as stipulated, or upon the filing of a bankruptcy, receivership or respite petition by or against Lessee, or upon Lessee's suspension, failure or insolvency, the rent for the whole unexpired term of this lease shall, without putting Lessee in default, at once become due and exigible, and in such event, Lessor shall have the option either at once to demand the entire rent for the whole term or to immediately cancel this lease, without putting Lessee in default; Lessee to remain responsible for all damages or losses suffered by Lessor; Lessee hereby assenting thereto and expressly waiving

enforce prompt payment of the rent or to cancel this lease regardless of any indulgences or extensions previously granted. Failure to comply with any condition or obligation of this lease shall make Lessee liable for any loss of damage sustained by Lessors.

VIII.

Lessee agrees to pay reasonable attorneys fees and court costs should it become necessary for Lessors to employ an attorney to recover the rent, or for or on account of any breach of, or to enforce or interpret any of the provisions of this lease, or for the recovery of the possession of the leased premises.

IX.

At the termination of this lease, Lessee agrees to restore the premises to their original condition as near as practicable, including but not limited to the removal of all pipes, buildings, the filling in of all pits and the leveling of all levees.

X.

This agreement will be executed in multiple counterparts, each of which shall be an original document binding upon the party or parties so signing.

IN TESTIMONY WHEREOF, Lessors and Lessee have executed this instrument in the presence of the undersigned competent witnesses, on the dates and at the places set forth in the acknowledgments.

WITNESSES:

_____

_____

_____

_____

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_____

_____

_____

Worrell B. Johnson

Ora J. Miguez

Lydia Boudreaux

O. W. Johnson, Jr.

Mamie C. Johnson

Richard W. Johnson

R. Raymond Bruce

Yvette M. LaFleur

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David L. Bourdier

Bernice F. Boudreaux

Mark W. Boudreaux

Wayne F. Boudreaux

Raynell Marie Bruce Kibodeaux

Patricia Gay Bruce Huff

Nelia Karen Bruce Goldman

CASTEX SYSTEMS, INC.

BY: _____
Beecher D. Howard, President

696

STATE OF TEXAS

COUNTY OF HARRISON

On this 22 day of January, 1982, before me personally appeared:

YVETTE M. LaFLEUR

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Winston Clark

NOTARY PUBLIC

Harrison County Texas

Milton

441410

697

RECEIVED AND FILED
1983 JAN 10 PM 1:15
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that:

This contract of lease and agreement is entered into by and between:

WORRELL B. JOHNSON, of full age of majority, whose mailing address is P.O. Box 388, Welsh, LA;

ORA J. MIGUEZ, of full age of majority, whose mailing address is 114 Davies Street, Jennings, LA;

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441410

LAW OFFICES OF
WILLIAM N. KNIGHT
P.O. BOX 1385
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MARK W. BOUDREAUX, of full age of majority, whose mailing address is 2601 Petworth Court, Cincinnatti, OH;

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NELIA KAREN BRUCE GOLDMAN, of full age of majority, whose mailing address is 2410 Pinehurst, Monroe, LA,

hereinafter referred to as "Lessors" and,

CASTEX SYSTEMS, INC., a Louisiana corporation, domiciled in Jefferson Davis Parish, LA, represented herein by its duly authorized President, BEECHER D. HOWARD,

hereinafter referred to as "Lessee", as follows, to-wit:

I.

Lessors hereby lease unto Lessee the following described property located in Jefferson Davis Parish, LA, to-wit:

Ten (10) acres to be surveyed for the exact description to be located in the Northwest corner of Section 17, Township 10 South, Range 2 West, La. Mer., surrounding the well to be used for salt water disposal.

II.

This lease shall also include the use of the road leading to the leased premises from Louisiana Highway 1126. Lessee obligates itself to maintain the road.

III.

This lease is for the purpose of using the well located thereon as a salt water disposal well and the storage of drilling fluids.

IV.

This lease is for a term of 5 years beginning January 1, 1982, and ending December 31, 1986, provided, however, Lessee is given the option to renew this lease for an additional 5 years on the same terms and conditions, however, the rental shall be negotiated. Should Lessee desire to exercise this option, he shall notify Lessors in writing at least 60 days prior to December 31, 1986. Notice shall be sent to either Mr. Worrell B. Johnson, P.O. Box 388, Welsh, LA 70591, or Mr. R. Raymond Bruce, 439 E. Academy, Jennings, LA. 70546.

V.

This lease is made for and in consideration of a yearly rental of $1100.00 per year, payable yearly in advance.

VI.

Lessors will not be responsible for any damages of any sort to any persons or property, however occasioned; and Lessee shall hold Lesssors harmless from any claims by or or liability arising out of the use of the leased premises by Lessee. Lessee shall carry public liability on the leased presmises in the minimum amount of $1,000,000 for each occurrence.

VII.

Should Lessee at any time violate any of the conditions of this lease or fail to comply with any of Lessee's obligations hereunder, or fail to pay the rent at maturity, as stipulated, or upon the filing of a bankruptcy, receivership or respite petition by or against Lessee, or upon Lessee's suspension, failure or insolvency, the rent for the whole unexpired term of this lease shall, without putting Lessee in default, at once become due and exigible, and in such event, Lessor shall have the option either at once to demand the entire rent for the whole term or to immediately cancel this lease, without putting Lessee in default; Lessee to remain responsible for all damages or losses suffered by Lessor; Lessee hereby assenting thereto and expressly waiving

enforce prompt payment of the rent or to cancel this lease regardless of any indulgences or extensions previously granted. Failure to comply with any condition or obligation of this lease shall make Lessee liable for any loss of damage sustained by Lessors.

VIII.

Lessee agrees to pay reasonable attorneys fees and court costs should it become necessary for Lessors to employ an attorney to recover the rent, or for or on account of any breach of, or to enforce or interpret any of the provisions of this lease, or for the recovery of the possession of the leased premises.

IX.

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X.

This agreement will be executed in multiple counterparts, each of which shall be an original document binding upon the party or parties so signing.

IN TESTIMONY WHEREOF, Lessors and Lessee have executed this instrument in the presence of the undersigned competent witnesses, on the dates and at the places set forth in the acknowledgments.

WITNESSES:

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_____

Worrell B. Johnson

Ora J. Miguez

Lydia Boudreaux

O. W. Johnson, Jr.

Mamie C. Johnson

Richard W. Johnson

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Yvette M. LaFleur

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Bernice F. Boudreaux

Mark W. Boudreaux

Wayne F. Boudreaux

Raynell Marie Bruce Kibodeaux

Patricia Gay Bruce Huff

Nelia Karen Bruce Goldman

CASTEX SYSTEMS, INC.

BY: _____
Beecher D. Howard, President

STATE OF TEXAS

COUNTY OF HARRIS

On this 22nd day of January, 19 82, before me personally appeared:

MILTON F. BOURDIER

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Lorraine B. Kennedy
NOTARY PUBLIC

My Commission Expires:

January 22, 1982

GAY B. HUFF, CLERK OF COURT
& EX-OFFICIO RECORDER

704

441411

RECEIVED AND FILED
1983 JAN 10 PM 1:15
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that:

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ROSE MARIE PETITJEAN, of full age of majority, whose mailing address is 1451 Chateau Circle N, Lake Charles, LA;

LAW OFFICES OF
WILLIAM N. KNIGHT
P.O. BOX 1385
JENNINGS, LA. 70546

441411

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MARK W. BOUDREAUX, of full age of majority, whose mailing address is 2601 Petworth Court, Cincinnatti, OH;

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RAYNELL MARIE BRUCE KIBODEAUX, of full age of majority, whose mailing address is 1641 Prarie Mark, Houston, TX;

PATRICIA GAY BRUCE HUFF, of full age of majority, whose mailing address is 214 Morton Street, Jennings, LA; and

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hereinafter referred to as "Lessors" and,

CASTEX SYSTEMS, INC., a Louisiana corporation, domiciled in Jefferson Davis Parish, LA, represented herein by its duly authorized President, BEECHER D. HOWARD,

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enforce prompt payment of the rent or to cancel this lease regardless of any indulgences or extensions previously granted. Failure to comply with any condition or obligation of this lease shall make Lessee liable for any loss of damage sustained by Lessors.

VIII.

Lessee agrees to pay reasonable attorneys fees and court costs should it become necessary for Lessors to employ an attorney to recover the rent, or for or on account of any breach of, or to enforce or interpret any of the provisions of this lease, or for the recovery of the possession of the leased premises.

IX.

At the termination of this lease, Lessee agrees to restore the premises to their original condition as near as practicable, including but not limited to the removal of all pipes, buildings, the filling in of all pits and the leveling of all levees.

X.

This agreement will be executed in multiple counterparts, each of which shall be an original document binding upon the party or parties so signing.

IN TESTIMONY WHEREOF, Lessors and Lessee have executed this instrument in the presence of the undersigned competent witnesses, on the dates and at the places set forth in the acknowledgments.

WITNESSES:

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Worrell B. Johnson

Ora J. Miguez

Lydia Boudreaux

O. W. Johnson, Jr.

Mamie C. Johnson

Richard W. Johnson

R. Raymond Bruce

Yvette M. LaFleur

Georgia Gaines

Albert S. Johnson, III

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Rose Marie Petitjean

David L. Bourdier

Bernice F. Boudreaux

Mark W. Boudreaux

Wayne F. Boudreaux

Raynell Marie Bruce Kibodeaux

Patricia Gay Bruce Huff

Nelia Karen Bruce Goldman

CASTEX SYSTEMS, INC.

BY: _____
Beecher D. Howard, President

710

STATE OF COLORADO

COUNTY OF DOUGLAS

On this 23rd day of January, 1982, before me personally appeared:

ALBERT S. JOHNSON, III

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Mary Lou Johnson
NOTARY PUBLIC
Bank of the West
Parker, Colorado 80134

My Commission Expires 4-28-85

GAY B. HUFF, CLERK OF COURT
& EX-OFFICIO RECORDER

383

444762

RECEIVED AND FILED
1983 JUN 29 PM 3:07
CLERK OF COURT
JEFFERSON DAVIS PARISH

PRIVATE ACT OF SALE

STATE OF LOUISIANA :

PARISH OF JEFFERSON DAVIS :

KNOW ALL MEN BY THESE PRESENTS:

That, OGDEN W. JOHNSON, JR., a single person, having been previously married to Carolyn Leonards, with whom he is divorced;

for and in consideration of the price and sum of TWENTY THOUSAND AND NO/100 ($20,000.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged and full acquittance and discharge granted therefor, does by these presents Grant, Bargain, Sell, Assign, Transfer, Convey, Setover and Deliver unto -

WORREL B. JOHNSON, husband of Dora Cary; Address:

all and singular the following described property situated in the Parish of Jefferson Davis, State of Louisiana, together with all the buildings, improvements, appurtenances and privileges thereon and thereto belonging, or in anywise appertaining, to-wit:

All of his undivided interest, regardless of fraction, in and to:

(a) Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, La, Meridian, except that portion lyingin triangular form west of the East boundary line of Section Fourteen (14) if extended through said Section Thirty-nine (39);

(b) Lot Two (2) of Fractional Section Thirteen (13) in Township Ten (10) South, Range Three (3) West, La. Meridian;

(c) Section Seventeen (17), Township Ten (10) South, Range Two (2) West, La. Meridian, (except the 328 acres more or less of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a Plat of Survey made by E. J. Mead, C. E., dated in 1921); including two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. S. Alston & Co., and

(d) Section Eighteen (18), Township Ten (10) South, Range Two (2) West, La. Meridian, lying between the Southeast corner of the afore described Section Thirty-nine (39) on the West, and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolphe C. Boudreaux acquired the said property from Jean Castex, Jr., and which Act is recorded in Jefferson Davis Parish,Louisiana; LESS AND EXCEPT AND NOT INCLUDED in the afore described tract are those two ten acres parcels of property described as follows and designated as "First Exception" and "Second Exception", to-wit:

First Exception: That ten (10) acre parcel of land

444762

situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc., by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit:

Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line betweenTownship Ten (10) South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10 acre tract for a point of beginning; thence following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence leaving the river and running South 37° 00' West 693.5 feet; thence North 72° 06' West 691.5 feet to lower side line of the Robira 10 acres; thence following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or ~~a~~ssigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

Second Exception: That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit:

Beginning at a point 459 feet South of the corner between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 53° East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West 921 feet South of the corner between the two said sections; thence South 53° East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence North 37° East 726 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe on the right descending bank of the Mermentau River; thence North 53° West up to the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing ten (10) acres.

Mamie C. Johnson, widow of O. W. Johnson, Sr., appears herein for the sole purpose of conveying and transferring to the vendee herein all of her right, title and interest, including the usufruct of vendor's royalty interest in and to the above described property acquired by act of Donation Inter Vivos, dated July 10, 1959, recorded in Conveyance Book 234, Page 250, File # 255287, Records of Jefferson Davis Parish, Louisiana.

TO HAVE AND TO HOLD the above described and conveyed property, together with all appurtenances and improvements thereon and thereto belonging unto said

purchaser and to his heirs and assigns in full property forever, free from any lien, mortgage or encumbrance whatever, and with full and general warranty of title, and with full subrogation to all of the rights and actions in warranty against any and all former owners and vendors.

The said vendor states that all taxes on said property have been paid.

WITNESS the hand of said vendor at Welsh, Louisiana, in the presence of Beatrice Ferguson and Renee R. Watkins, competent witnesses on this 28th day of June, 1983.

WITNESSES:

Beatrice Ferguson

Renee R. Watkins

Ogden W. Johnson Jr.
OGDEN W. JOHNSON, JR.

Mamie C. Johnson
MAMIE C. JOHNSON

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

On this 28th day of June, 1983, before me, the undersigned authority, personally appeared -

OGDEN W. JOHNSON, JR.
and
MAMIE C. JOHNSON

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the purposes and considerations therein shown.

IN TESTIMONY WHEREOF I have hereunto affixed my official signature and seal at Welsh, Louisiana, on the day and date above written.

E E Romero
NOTARY PUBLIC

GAY B. HUFF, CLERK OF COURT
& EX-OFFICIO RECORDER

DELTA DRILLING CO, TO BFO ENERGY INC ASSIGN

268

445720

ASSIGNMENT OF OIL AND GAS LEASES

THE STATE OF LOUISIANA §
§ KNOW ALL MEN BY THESE PRESENTS:
PARISH OF JEFFERSON DAVIS §

THAT the undersigned, DELTA DRILLING COMPANY, a Texas corporation with its principal office in Tyler, Smith County, Texas 75702, hereinafter called "Assignor", for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign and convey to BFO ENERGY, INC., a Delaware corporation, whose address is 1161 One Energy Square, 4925 Greenville Avenue, Dallas, Texas 75206, hereinafter called "Assignee", to be effective July 1, 1983, at 7:00 A.M. local time, (the "Effective Date"), the following:

(a) all of Assignor's right, title and interest in and to the oil, gas and mineral leases, and the leasehold estates created thereby, described in Exhibit "A" hereto, subject, however, to the restrictions, reservations and limitations, if any, set forth and referred to in the specific descriptions of said leases in Exhibit "A" hereto;

(b) all of Assignor's right, title and interest in and to all personal property and equipment located in or upon the lands and leases described in Exhibit "A" hereto and utilized in connection with the production of oil and/or gas from the intervals described in said Exhibit "A" hereto;

(c) all of Assignor's interest in all operating agreements, unit agreements, pooling declarations, gas purchase contracts, gas processing agreements, and other contracts or agreements, including without limitation, those described in Exhibit "A" hereto, (the "Contracts") covering or effecting the interest described or referred to above, to all of which Contracts this assignment and conveyance is expressly subject; and

(d) all production of oil, gas or other hydrocarbons attributable to the interest herein conveyed produced from and after the Effective Date.

445720

RECEIVED AND FILED
1983 AUG 19 AM 8:50
CLERK OF COURT
JEFFERSON DAVIS PARISH

WHEN RECORDED RETURN TO
RepublicBank Dallas BG
P.O. BOX 225361
DALLAS, TEXAS 75265
ATTN: ENERGY BANKING GROUP

Assignor expressly excepts from this Assignment and reserves to Assignor all merchantable oil and/or condensate produced and in storage (or on hand) as of the Effective Date.

Assignor expressly excepts from this Assignment and reserves to Assignor all rights not herein expressly conveyed to Assignee, together with all rights of ingress and egress to explore for, develop and operate such reserved rights.

TO HAVE AND TO HOLD the interests herein assigned and conveyed to Assignee, its successors and assigns, forever; provided, however, that this Assignment is executed without warranty of title, express or implied; and provided, further, Assignor expressly disclaims any warranties, express or implied, as to the condition of any personal property or equipment herein conveyed, including any implied warranty of merchantability or fitness for any particular purpose.

Assignor shall execute and deliver all such other instruments, notices, division or transfer orders and other documents and will do all such other acts as may reasonably be necessary to more fully assure unto Assignee, its successors and assigns, the respective rights, titles, interests and estates herein assigned and conveyed by Assignor to Assignee.

EXECUTED this 1st day of August, 1983, to be effective as of July 1, 1983, at 7:00 A.M.

DELTA DRILLING COMPANY

ATTEST

Assistant Secretary

By: Carl E. Haskett
Executive Vice President

WITNESS

WITNESS

270

THE STATE OF TEXAS §

COUNTY OF DALLAS §

On this 1st day of August, 1983, before me appeared CARL E. HASKETT, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of DELTA DRILLING COMPANY, a Texas corporation, and the foregoing instrument was signed by him on behalf of said corporation by authority of its Board of Directors, and said CARL E. HASKETT acknowledged said instrument to be the free act and deed of said Corporation.

Becky L. Osborn
Notary Public in and for
the State of Texas

My Commission Expires:
11/18/86

271

EXHIBIT "A"

HET "1" SAND UNIT "A"

Jefferson Davis Parish, Louisiana
DO# 1-1704
DPU- 1386

All of Seller's right, title and interest in and to the following described oil, gas and mineral lease and the leasehold estate created thereby:

1. LA-47: Lease dated, March 5, 1958, between Rosa Castex Boudreaux, et al, as lessors, and James C. Ruffin, as lessee, recorded in Volume 222, Page 318, file no. 245110 of the Conveyance Records of Jefferson Davis Parish, Louisiana,

insofar only as said lease covers the lands lying within the boundaries of the Het 1 SU "A" Unit described in The Commissioner of Conservation of the State of Louisiana Order No. 26E dated December 18, 1962, effective December 1, 1962, Jefferson Davis Parish, Louisiana, and insofar only as said leases cover the interval from the surface to the stratigraphic equivalent of the base of the HET Sand formation in the West Mermentau Field.

Seller's records indicate that the foregoing leasehold estate is subject to the following:

1. Operating Agreement, effective as of the effective date of the order covering each Unitized Sand, between General American Oil Company of Texas, as operator, and Delta Drilling Company, et al, as non-operator.

2. The Commissioner of Conservation of the State of Louisiana Order No. 26E dated December 18, 1962, effective December 1, 1962.

272

10,200 FOOT SAND UNIT

Jefferson Davis Parish, Louisiana
DO# 1-1710
DPU- 1553

All of Seller's right, title and interest in and to the following described oil, gas and mineral lease and the leasehold estate created thereby:

1. LA-47: Lease dated March 5, 1958, between Rosa Castex Boudreaux, et al, as lessors, and James C. Ruffin, as lessee, recorded in Volume 222, Page 318, file no. 245110 of the Conveyance Records of Jefferson Davis Parish, Louisiana,

insofar only as said leases cover the lands lying within the boundaries of the 10,200 Foot Sand Unit described in Unit Agreement dated September 1, 1971, Jefferson Davis Parish, Louisiana, and insofar only as said leases cover the interval from the surface to the stratigraphic equivalent of the base of the 10,200 Foot Sand formation in the West Mermentau Field.

Seller's records indicate that the foregoing leasehold estate is subject to the following:

1. Operating Agreement dated December 9, 1971, between Midwest Oil Corporation, operator, and Delta Drilling Company, et al, non-operator;

2. Gas Purchase Contract dated June 8, 1979, between United Gas Pipeline Company, buyer, and Delta Drilling Company, et al, seller;

3. Unit Agreement dated September 1, 1971, between Midwest Oil Corporation, et al, as working interest owners, and Mark A. Boudreaux, et al, as royalty owners; and

4. State of Louisiana, Department of Conservation Order No. 101-C-1 dated December 16, 1971, recorded in Book 363, Page 480, file no. 356686 of Conveyance Records of Jefferson Davis Parish, Louisiana.

GAY B. HUFF, CLERK OF COURT
& EX-OFFICIO RECORDER

556

448144

RECEIVED AND FILED
1983 DEC 12 PM 2:01
Gay B. Hayes
CLERK OF COURT

STATE OF LOUISIANA :

PARISH OF JEFFERSON DAVIS:

ASSIGNMENT OF OIL, GAS AND MINERAL LEASE

AND

SALE OF WELLS AND EQUIPMENT

KNOW ALL MEN, That:

AMOCO PRODUCTION COMPANY, a foreign corporation authorized to do and doing business in Louisiana, appearing herein through J. H. Tharp, its duly authorized Attorney-in-Fact, whose address is P. O. Box 50879, New Orleans, Louisiana 70150 (hereinafter referred to as "Amoco"), for and in consideration of the sum of One Thousand and No/100 ($1,000.00) Dollars and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer, and convey to PETROLEUM WELL SERVICES, INC., a Texas corporation, whose address is P. O. Box 1050, Sour Lake, Texas 77659 (hereinafter referred to as Assignee), without representation or warranty of any kind, either express or implied, and without recourse, not even for the return of the consideration paid therefor or its value, but with complete subrogation of all of Amoco's rights or actions of warranty against all former owners unto Assignee, all of Amoco's right, title, and interest in and to the following described property located in Jefferson Davis Parish, to-wit:

448144

1. That certain oil, gas and mineral lease dated August 7, 1954, recorded at Book 187, page 371 of the conveyance records of Jefferson Davis

Parish, Louisiana, as amended by Partial Release and Lease Amendment dated January 1, 1965, recorded at Book 282, page 539 of the conveyance records of Jefferson Davis Parish, Louisiana, granted by Rosa C. Boudreaux, lessor, to Lyle Cummings, lessee, which said lease now affects a total of 194.7 acres, more or less, INSOFAR AS AND ONLY INSOFAR AS to Amoco's rights from the surface of the earth to a depth of 10,400' below the surface of the earth, all rights below said depth being herein specifically reserved to Amoco. The acreage affected by said lease and being conveyed herein is hereinafter referred to as the "lease acreage."

2. The Amoco Production Company-Johnson-Boudreaux Wells No. 1 and 3 located on the lease acreage and all personal property, machinery, equipment, and downhole materials located therein and thereon and appurtenant thereto, including, but not limited to, the Christmas trees, evaporator, and compressor.

TO HAVE AND TO HOLD said property unto Assignee, its successors and assigns subject to the terms and conditions hereinafter set forth.

It is understood and agreed that this Assignment and Sale shall be subject to the following terms and conditions:

1. Assignee acknowledges and accepts that the interest being conveyed herein by Amoco is all of Amoco's fifty percent (50%) interest in and to the above described lease and all of Amoco's twenty-one and ten one-hundredths percent

Exhibit D
Castex Development - Title and Lease History - 000972

(21.10%) interest in and to the wellbore of the Amoco Production Company-Johnson-Boudreaux Wells No. 1 and 3 and related equipment as described above.

2. Assignee acknowledges that certain horizons within the lease acreage, which horizons are described as the W Mer 10,200' RA SU and the 10,400' Sand, are dedicated to Transcontinental Gas Pipe Line Corporation under that certain gas sales contract dated November 8, 1976, and Buyer hereby assumes all responsibilities and obligations thereunder and agrees to make all necessary FERC filings.

3. The lease, wells and all personal property, machinery, equipment, and downhole materials conveyed herein are sold on an "as is" basis without any warranty whatsoever, either express or implied, and Assignee shall have no recourse against Amoco for failure of title or for defects in the wells and equipment, not even for the return of all or part of the consideration paid herein.

4. The lease acreage conveyed herein is assigned by Amoco and accepted by Assignee subject to any royalties, overriding royalties, production payments, net profits obligations, carried working interest and other payments out of or with respect to production which are of record and with which said lease acreage is encumbered, and Assignee hereby assumes and agrees to pay, perform or carry, as the case may be, each of said royalties, overriding royalties, production payments, net profits obligations, carried working interest, and other payments out of or with respect to production, to the extent that it is or remains a burden on the lease acreage herein assigned.

5. Amoco reserves the right to use any portion of the lease acreage conveyed herein which is reasonably necessary

in connection with Amoco's operations to explore, drill, develop, produce and operate the leasehold rights retained by Amoco hereunder.

6. Assignee shall comply with all of the express and implied covenants and conditions of the lease conveyed herein and shall assume all of Amoco's obligations under said lease. Assignee also obligates itself to comply and conduct its operations hereunder in accordance with all rules and regulations of the Commissioner of Conservation and all statutes, rules and regulations of any other governmental body or agency having jurisdiction over such matters.

7. The entire cost, expense and risk of plugging and abandoning the above described wells, restoring the location surrounding said wells, cleanup operations and any other operations provided for under the lease conveyed herein shall be borne by Assignee. Assignee agrees to promptly plug and abandon all of said wells, upon termination of operations on the lease acreage in a good, workmanlike manner and in accordance with the terms of said lease.

8. Assignee shall fully defend, protect, indemnify and hold Amoco, its employees and agents, harmless from and against any and all claims, demands, suits and causes of action of every kind and character -- including reasonable attorneys' fees and costs of investigation - which may be made or asserted by Assignee, Assignee's employees, agents and subcontractors, or by any third parties -- including Amoco's employees and agents -- on account of personal injury, death or property damage -- including claims for pollution and environmental damage, any fines or penalties assessed on account of such damage, and causes of action alleging statutory liability -- caused by, arising out of, or in any way incidental to operations conducted by Assignee on

Exhibit D
Castex Development - Title and Lease History - 000974

the lease acreage or under the terms of this agreement. This indemnity shall apply to any liability imposed upon Amoco as a result of any statute, rule, regulation or theory of strict liability.

9. Amoco, at all times and from time to time, shall have the option and exclusive right to purchase all or any portion of the liquid hydrocarbons produced and saved from the lease acreage at Amoco's prevailing price for production of similar kind and quality in the field where produced on date of delivery.

10. This assignment and sale shall be effective as of 7:00 a.m. on December 10, 1983. All property and ad valorem taxes, if any, shall be prorated to the effective date. Assignee agrees to have the Commissioner of Conservation designate it as operator of the properties conveyed herein as of the effective date hereof and shall file with the Commissioner of Conservation an "Application to Amend Permit to Drill for Minerals", Form MD10 RA.

11. The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, Amoco and Assignee, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in the presence of the undersigned competent witnesses on this 9th day of December, 1983.

WITNESSES:

AMOCO PRODUCTION COMPANY

BY: J. N. Thorpe
Attorney-in-Fact

PETROLEUM WELL SERVICES, INC.

Agent (Title)

Exhibit D
Castex Development - Title and Lease History - 000975

STATE OF LOUISIANA:

PARISH OF ORLEANS :

On this 9th day of December, 1983, before me appeared J. H. THARP, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact for AMOCO PRODUCTION COMPANY and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said J. H. THARP acknowledged said instrument to be the free act and deed of said corporation.

Jackson M Cooley
Notary Public

My commission is issued
for life or good behavior.

STATE OF LOUISIANA :
~~COUNTY~~ PARISH OF ORLEANS :

On this 9th day of December, 1983, before me appeared WILLIAM O. DORSEY, to me personally known, who, being by me duly sworn, did say that he is the AGENT of PETROLEUM WELL SERVICES, INC. and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said WILLIAM O. DORSEY acknowledged said instrument to be the free act and deed of said corporation.

Jackson M Cooley
Notary Public

My commission expires:

AT DEATH

LEG216
JMC/cmc
12/9/82

Gay B. Huff, Clerk of Court
& Ex Officio Recorder

Exhibit D
Castex Development - Title and Lease History - 000976

448145

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

ASSIGNMENT OF OIL, GAS AND MINERAL LEASE AND RELATED EQUIPMENT

KNOW ALL MEN BY THESE PRESENTS:

Petroleum Well Services, Inc. ("Assignor") a Texas corporation, for and in consideration of One Hundred and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged does hereby sell, assign, convey, transfer and deliver to Pacific International Petroleum, Inc., a Louisiana corporation, whose address is P. O. Box 5757, Shreveport, Louisiana, 71105, ("Assignee") all of its right, title and interest in and to the following, to-wit:

1 - That certain oil, gas and mineral lease dated August 7, 1954 recorded at Book 187, page 371, records of Jefferson Davis Parish, Louisiana, as amended by Partial Release and Lease Amendment dated January 1, 1965, recorded at Book 282, page 539, records of Jefferson Davis Parish, Louisiana, granted by Rosa C. Boudreaux to Lyle Cummings, insofar and insofar only as to Assignor's rights with respect thereto located above the depth of 10,400' below the surface of the earth; and

2 - All wells located on the aforementioned mineral lease (Amoco-Johnson-Boudreaux Wells No. 1 and 3), and all personal property, machinery, equipment, and downhole materials located therein and thereon and appurtenant thereto, including, but not limited to, the christmas trees, evaporator, and compressor.

RECEIVED AND FILED
1983 DEC 12 PM 2:03
Gay B. Hyde
CLERK OF COURT
JEFF. DAVIS PARISH

448145

This assignment is made subject to the terms and conditions contained in that certain Assignment of Oil, Gas and Mineral Lease and Sale of Wells and Equipment, dated December 9, 1983, executed by Amoco Production Company and Petroleum Well Services, Inc.

This assignment is made without any warranty of any kind whatsoever either expressed or implied.

This assignment shall be effective as of 7:00 A.M. December 10, 1983.

IN WITNESS WHEREOF, this assignment is executed this 10th day of December, 1983.

WITNESSES:

PETROLEUM WELL SERVICES, INC.

By: William D. Dorsey

STATE OF LOUISIANA

PARISH OF ORLEANS

On this 10th day of December, 1983, before me, personally appeared William D. Dorsey, who declared that he is the agent of Petroleum Well Services, Inc. and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and said William D. Dosrey, acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC

Michael P. Doigle
Notary Public
Orleans Parish, La.
My Commission Issued
for Life

Exhibit D
Castex Development - Title and Lease History - 000978

Gay B. Huff, Clerk of Court
& Ex Officio Recorder

18

450018

DECLARATION OF LEASE

RECEIVED AND FILED
1984 MAR 16 PM 1:53
Gay B. Huff
CLERK

Be It Known, that, REUBEN RAYMOND BRUCE, ET AL.,

as Lessor(s), has granted a certain Oil, Gas and Mineral Lease to MARANATHA MINERAL CORPORATION, P.O. Box 53091, Lafayette, La., as Lessee, by instrument dated January 23, 1984, by which said Lessor(s) leased and let unto Lessee, for a valuable consideration, and subject to the terms, conditions and provisions of said lease, certain property situated in the State of Louisiana, Parish of JEFFERSON DAVIS, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

450018

Said lease is for a primary term as therein stipulated, and as long thereafter as oil, gas or other hydrocarbon is produced from the leased premises are being developed in accordance with the provisions of said lease, or the lease is otherwise kept in force in some other manner therein provided.

Said lease gives Lessee the right to explore and drill for and produce oil, gas and other hydrocarbons, subject to the royalties and other payments therein provided for.

This declaration is to be placed of record to serve as notice of the execution and existence of said lease, and is in no way to supersede same or to abrogate, change, alter, or modify any of the terms or conditions or any of the rights or obligations of any of the parties, all of which are set forth in detail in said lease, which is made a part hereof by reference to the same effect as though written in extenso herein.

WITNESSES:

Helen J. LeBlanc

Helen J. LeBlanc

Reuben Raymond Bruce
REUBEN RAYMOND BRUCE

Worrel B. Johnson
WORREL B. JOHNSON

BERNICE FOREMAN BOUDREAUX

MARK BOUDREAUX

WAYNE BOUDREAUX

Helen J. LaBauve
Diane L. Johnson

ORA JOHNSON MIGUEZ

Helen J. LaBauve
Diane L. Johnson

RICHARD W. JOHNSON

ALBERT SIDNEY JOHNSON III

Helen J. LaBauve
Diane L. Johnson

SANDRA LYNN TRAHAN

Helen J. LaBauve
Diane L. Johnson

MILTON F. BOURDIER

Helen J. LaBauve
Diane L. Johnson

ALFRED C. BOURDIER

Helen J. LaBauve
Diane L. Johnson

LYNN H. BOURDIER

Helen J. LaBauve
Diane L. Johnson

BERNADINE BOURDIER ZIBILICH

Helen J. LaBauve
Diane L. Johnson

ROSE MARIE BOURDIER PETITJEAN

Helen J. LaBauve
Diane L. Johnson

DAVID L. BOURDIER

Helen J. LaBauve
Diane L. Johnson

YVETTE MARIE BOUDREAUX LAFLEUR

Helen J. LaBauve
Diane L. Johnson

LYDIA MCBRIDE BOUDREAUX

MARANATHA MINERAL CORPORATION
BY: ALAN W. SHAW IV

Helen J. LaBauve
Diane L. Johnson

Exhibit D
Castex Development - Title and Lease History - 000980

EXHIBIT "A"

21

In Township 10 South, Range 3 West in Section 39 and Township 10 South, Range 2 West in Sections 17 and 18.

All of the lands acquired by Albert Sidney Johnson and Adolphe C. Boudreaux from Jean Castex, Jr. by Act of Sale dated April 30, 1934, recorded under File No. 81759 of the Conveyance Records of Jefferson Davis Parish, Louisiana, insofar, and only insofar, as said lands fall and lie east of a north-south line having a Lambert Coordinate of X = 1,591,150 feet; LESS AND EXCEPT, however, all lands situated within the geographical boundaries of the following described units:

(1) HET 1 SUA created by Louisiana Department of Conservation Order No. 101-E, effective December 1, 1962.

(2) 10,200 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-C, effective April 1, 1962, as amended by Order No. 101-C-1, effective December 9, 1971, LESS AND EXCEPT all rights below the stratigraphic equivalent of the 10,600 foot sand as defined in Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962, insofar, and only insofar, as said rights underlie a tract of land containing 70.51 acres situated in Section 39, Township 10 South, Range 3 West, and more fully described in an oil and gas lease dated July 6, 1971, granted to Ruffin T. Lowry and recorded in Conveyance Book 358, at Page 846, under File No. 352892, records of Jefferson Davis Parish, Louisiana, said rights under said tract being leased herein.

(3) 10,600 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962.

And, also, LESS AND EXCEPT, the following described tracts:

(1) That ten acre parcel of land situated in Section Eighteen (18) Township Ten (10) South of Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10-acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence, leaving the River and running South 37° 00' West 693.5 feet; thence, North 72° 06' West 691.5 feet to lower side line of the Robira 10 acres; thence, following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

(2) That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the Corner between Section Eighteen (18) Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence, South 53° East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West 921 feet South of the corner between the two said Sections; thence, South 53° East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37° East 726 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River; thence, North 53° West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence, South 37° West 358 feet to the point of beginning and containing ten (10) acres.

Said tract shown more fully outlined in red on the plat marked Exhibit A-1 attached hereto.

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared Galen J. LaBauve, who being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Reuben Raymond Bruce, Worrel B. Johnson, Ora Johnson Miguez, Richard W. Johnson, Sandra Lynn Trahan, Milton F. Bourdier, Alfred C. Bourdier, Lynn H. Bourdier, Bernadine Bourdier Zibilich, Rose Marie Bourdier Petitjean, David L. Bourdier, Yvette Marie Bourdreaux LaFleur and Lydia McBride Boudreaux.

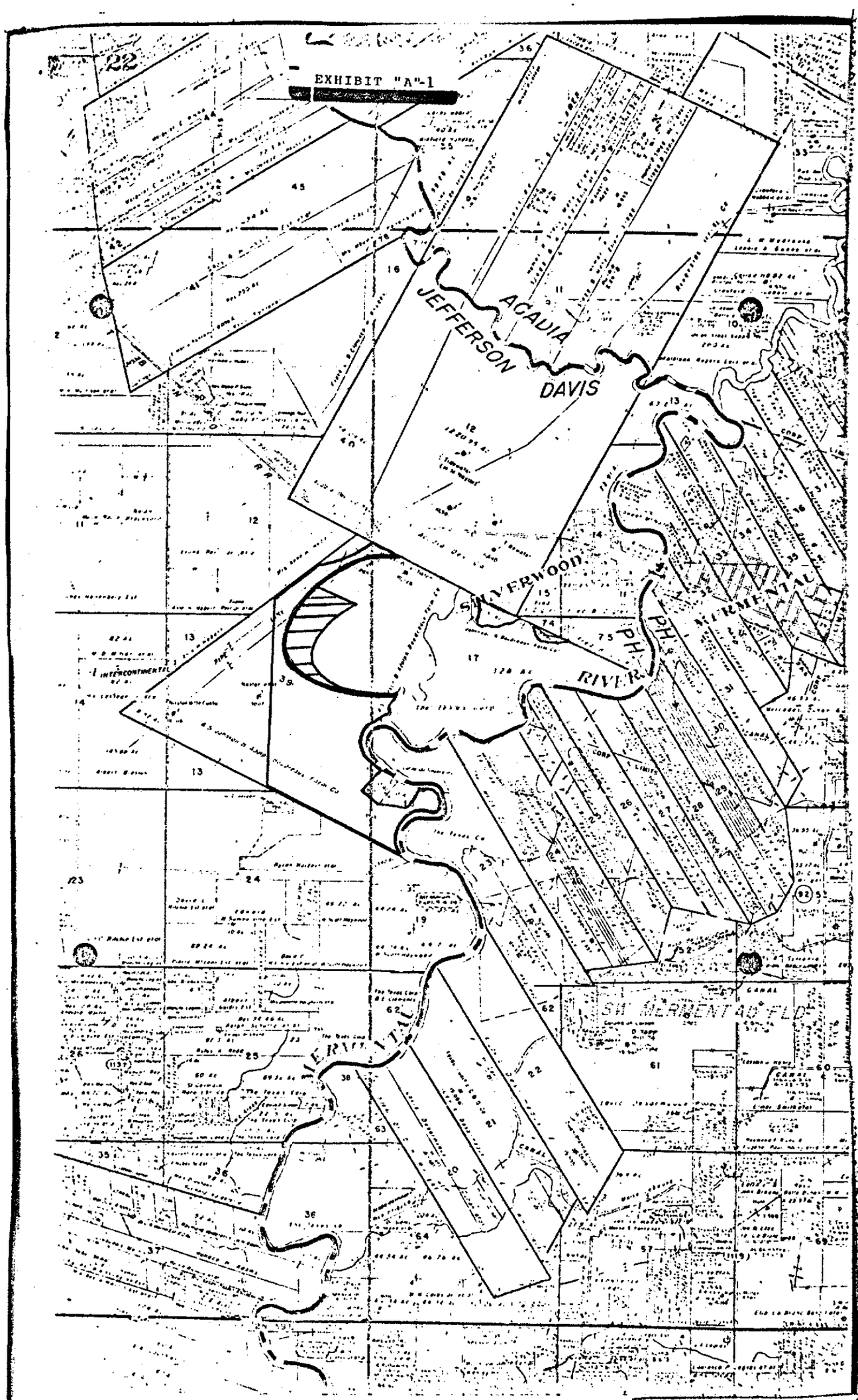
(Lessor, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

Galen J. LaBauve

SWORN TO AND SUBSCRIBED before me February 15, 1984.

Donna Richard

Notary Public in and for Lafayette Parish, Louisiana.



GAY B. HUFF
Clerk & Ex-Officio Recorder

450019

23

DECLARATION OF LEASE

RECEIVED AND FILED
1984 MAR 16 PM 1:53
Gay B. Huff
CLERK OF COURT
JEFFERSON DAVIS PARISH

Be It Known, that, BERNICE FOREMAN BOUDREAUX, ET AL.

as Lessor(s), has granted a certain Oil, Gas and Mineral Lease to MARANATHA MINERAL CORPORATION, P. O. Box 53091, Lafayette, Louisiana, as Lessee, by instrument dated January 23, 1984, by which said Lessor(s) leased and let unto Lessee, for a valuable consideration, and subject to the terms, conditions and provisions of said lease, certain property situated in the State of Louisiana, Parish of Jefferson Davis, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

Said lease is for a primary term as therein stipulated, and as long thereafter as oil, gas or other hydrocarbon is produced from the leased premises are being developed in accordance with the provisions of said lease, or the lease is otherwise kept in force in some other manner therein provided.

Said lease gives Lessee the right to explore and drill for and produce oil, gas and other hydrocarbons, subject to the royalties and other payments therein provided for.

This declaration is to be placed of record to serve as notice of the execution and existence of said lease, and is in no way to supersede same or to abrogate, change, alter, or modify any of the terms or conditions or any of the rights or obligations of any of the parties, all of which are set forth in detail in said lease, which is made a part hereof by reference to the same effect as though written in extenso herein.

450019

WITNESSES:

X _____

X _____

X Bernice Foreman Boudreaux
BERNICE FOREMAN BOUDREAUX

MARANATHA MINERAL CORPORATION

by: _____
ALAN W. SHAW III

EXHIBIT "A"

In Township 10 South, Range 3 West in Section 39 and Township 10 South, Range 2 West in Sections 17 and 18.

All of the lands acquired by Albert Sidney Johnson and Adolphe C. Boudreaux from Jean Castex, Jr. by Act of Sale dated April 30, 1934, recorded under File No. 81759 of the Conveyance Records of Jefferson Davis Parish, Louisiana, insofar, and only insofar, as said lands fall and lie east of a north-south line having a Lambert Coordinate of X = 1,591,150 feet; LESS AND EXCEPT, however, all lands situated within the geographical boundaries of the following described units:

(1) HET 1 SUA created by Louisiana Department of Conservation Order No. 101-E, effective December 1, 1962.

(2) 10,200 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-C, effective April 1, 1962, as amended by Order No. 101-C-1, effective December 9, 1971, LESS AND EXCEPT all rights below the stratigraphic equivalent of the 10,600 foot sand as defined in Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962, insofar, and only insofar, as said rights underlie a tract of land containing 70.51 acres situated in Section 39, Township 10 South, Range 3 West, and more fully described in an oil and gas lease dated July 6, 1971, granted to Ruffin T. Lowry and recorded in Conveyance Book 358, at Page 846, under File No. 352892, records of Jefferson Davis Parish, Louisiana, said rights under said tract being leased herein.

(3) 10,600 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962.

And, also, LESS AND EXCEPT, the following described tracts:

(1) That ten acre parcel of land situated in Section Eighteen (18) Township Ten (10) South of Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10-acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence, leaving the River and running South 37° 00' West 693.5 feet; thence, North 72° 06' West 691.5 feet to lower side line of the Robira 10 acres; thence, following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

(2) That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the Corner between Section Eighteen (18) Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence, South 53° East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West 921 feet South of the corner between the two said Sections; thence, South 53° East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37° East 726 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River; thence, North 53° West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence, South 37° West 358 feet to the point of beginning and containing ten (10) acres.

Said tract shown more fully outlined in red on the plat marked Exhibit A-1 attached hereto.

X STATE OF Ohio

COUNTY OF Hamilton

On this 22nd day of February, 1984, before me personally appeared BERNICE FOREMAN BOUDREAUX, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that SHE executed the same as HER free act and deed.

Juanita DeVaughn
NOTARY PUBLIC

My commission expires JUANITA DeVAUGHN Notary Public, State of Ohio My Commission Expires May 17, 1986

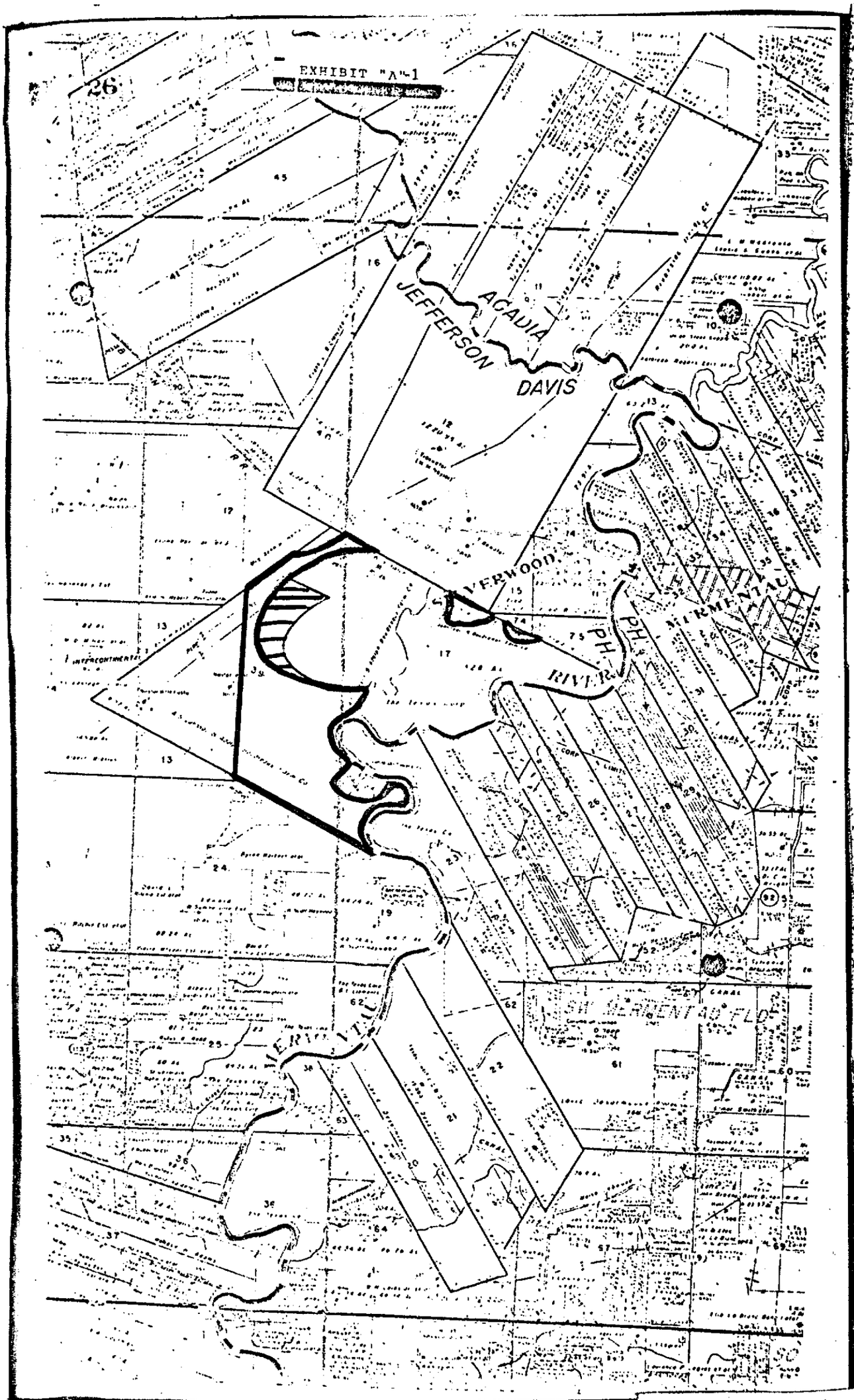


EXHIBIT "A-1
26
AGAUIA
JEFFERSON DAVIS
RIVER
PH
PH
INTERCONTINENTAL
CORP LIMITS
CANAL

450020

27

DECLARATION OF LEASE

RECEIVED AND FILED
1984 MAR 16 PM 2:00
Gay B. Huff
CLERK OF COURT
JEFFERSON DAVIS PARISH

Be It Known, that, MARK W. BOUDREAUX, ET AL;

as Lessor(s), has granted a certain Oil, Gas and Mineral Lease to MARANATHA MINERAL CORPORATION, P.O. BOX 53091, Lafayette, Louisiana 70505., as Lessee, by instrument dated January 23, 1984, by which said Lessor(s) leased and let unto Lessee, for a valuable consideration, and subject to the terms, conditions and provisions of said lease, certain property situated in the State of Louisiana, Parish of Jefferson Davis, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

Said lease is for a primary term as therein stipulated, and as long thereafter as oil, gas or other hydrocarbon is produced from the leased premises are being developed in accordance with the provisions of said lease, or the lease is otherwise kept in force in some other manner therein provided.

450020

Said lease gives Lessee the right to explore and drill for and produce oil, gas and other hydrocarbons, subject to the royalties and other payments therein provided for.

This declaration is to be placed of record to serve as notice of the execution and existence of said lease, and is in no way to supersede same or to abrogate, change, alter, or modify any of the terms or conditions or any of the rights or obligations of any of the parties, all of which are set forth in detail in said lease, which is made a part hereof by reference to the same effect as though written in extenso herein.

WITNESSES:

X _____

X _____

_____

_____

_____

_____

X _____
MARK W. BOUDREAUX

MARANATHA MINERAL CORPORATION

by: _____
ALAN W. SHAW III

EXHIBIT "A"

In Township 10 South, Range 3 West in Section 39 and Township 10 South, Range 2 West in Sections 17 and 18.

All of the lands acquired by Albert Sidney Johnson and Adolphe C. Boudreaux from Jean Castex, Jr. by Act of Sale dated April 30, 1934, recorded under File No. 81759 of the Conveyance Records of Jefferson Davis Parish, Louisiana, insofar, and only insofar, as said lands fall and lie east of a north-south line having a Lambert Coordinate of X = 1,591,150 feet; LESS AND EXCEPT, however, all lands situated within the geographical boundaries of the following described units:

(1) HET 1 SUA created by Louisiana Department of Conservation Order No. 101-E, effective December 1, 1962.

(2) 10,200 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-C, effective April 1, 1962, as amended by Order No. 101-C-1, effective December 9, 1971, LESS AND EXCEPT all rights below the stratigraphic equivalent of the 10,600 foot sand as defined in Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962, insofar, and only insofar, as said rights underlie a tract of land containing 70.51 acres situated in Section 39, Township 10 South, Range 3 West, and more fully described in an oil and gas lease dated July 6, 1971, granted to Ruffin T. Lowry and recorded in Conveyance Book 358, at Page 846, under File No. 352892, records of Jefferson Davis Parish, Louisiana, said rights under said tract being leased herein.

(3) 10,600 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962.

And, also, LESS AND EXCEPT, the following described tracts:

(1) That ten acre parcel of land situated in Section Eighteen (18) Township Ten (10) South of Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10-acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence, leaving the River and running South 37° 00' West 693.5 feet; thence, North 72° 06' West 691.5 feet to lower side line of the Robira 10 acres; thence, following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

(2) That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the Corner between Section Eighteen (18) Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence, South 53° East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West 921 feet South of the corner between the two said Sections; thence, South 53° East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37° East 726 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River; thence, North 53° West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence, South 37° West 358 feet to the point of beginning and containing ten (10) acres.

Said tract shown more fully outlined in red on the plat marked Exhibit A-1 attached hereto.

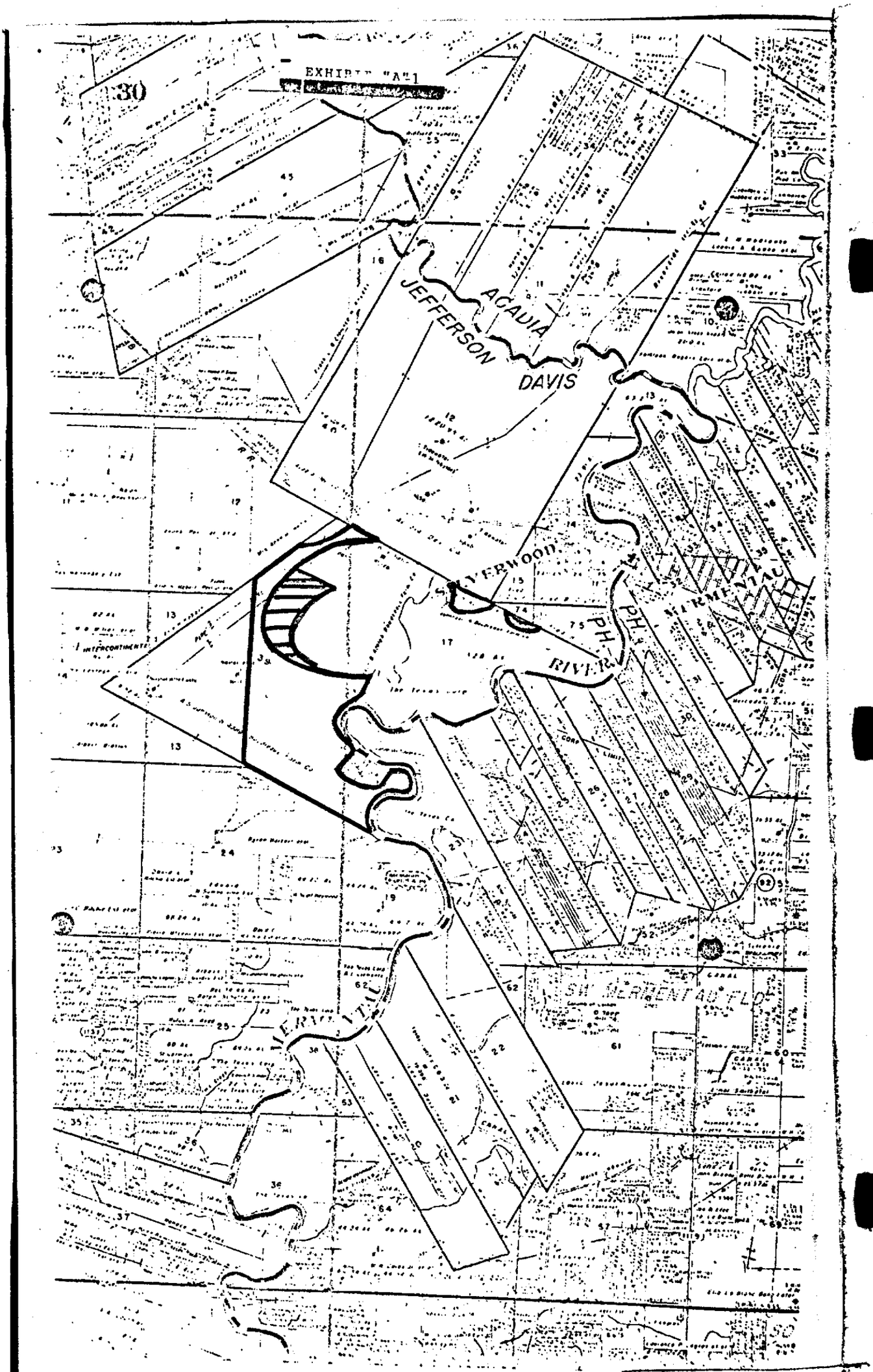
X STATE OF Ohio

COUNTY OF Hamilton

On this 22nd day of February, 1984,
before me personally appeared MARK W BOUDREAUX,
to me known to be the person described in and who executed the foregoing
instrument, and acknowledged that He executed the same
as His free act and deed.

Juanita DeVaughn
NOTARY PUBLIC

My commission expires JUANITA DeVAUGHN
Notary Public, State of Ohio
My Commission Expires May 17, 1988



GAY B. HUFF
Clerk & Ex-Officio Recorder

450021

31

DECLARATION OF LEASE

RECEIVED AND FILED
1984 MAR 16 PM 2:00
Guy B. Hyde
CLERK OF COURT

Be It Known, that, WAYNE BOUDREAUX, ET AL;

as Lessor(s), has granted a certain Oil, Gas and Mineral Lease to MARANATHA MINERAL CORPORATION, P.O. BOX 53091, Lafayette, Louisiana 70505, as Lessee, by instrument dated January 23, 1984, by which said Lessor(s) leased and let unto Lessee, for a valuable consideration, and subject to the terms, conditions and provisions of said lease, certain property situated in the State of Louisiana, Parish of Jefferson Davis, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

Said lease is for a primary term as therein stipulated, and as long thereafter as oil, gas or other hydrocarbon is produced from the leased premises are being developed in accordance with the provisions of said lease, or the lease is otherwise kept in force in some other manner therein provided.

Said lease gives Lessee the right to explore and drill for and produce oil, gas and other hydrocarbons, subject to the royalties and other payments therein provided for.

This declaration is to be placed of record to serve as notice of the execution and existence of said lease, and is in no way to supersede same or to abrogate, change, alter, or modify any of the terms or conditions or any of the rights or obligations of any of the parties, all of which are set forth in detail in said lease, which is made a part hereof by reference to the same effect as though written in extenso herein.

450021

WITNESSES:

X Joyce Dykema
X Barbara J. Reed

X Wayne Boudreaux
WAYNE BOUDREAUX

MARANATHA MINERAL CORPORATION

Helen L. LaBauve
Darcy P. Griffin

by: Alan W. Shaw
ALAN W. SHAW III

EXHIBIT "A"

32

Township 10 South, Range 3 West in Section 39 and Township 10 South, Range 2 West in Sections 17 and 18.

All of the lands acquired by Albert Sidney Johnson and Adolphe C. Boudreaux from Jean Castex, Jr. by Act of Sale dated April 30, 1934, recorded under File No. 81759 of the Conveyance Records of Jefferson Davis Parish, Louisiana, insofar, and only insofar, as said lands fall and lie east of a north-south line having a Lambert Coordinate of X = 1,591,150 feet; LESS AND EXCEPT, however, all lands situated within the geographical boundaries of the following described units:

(1) HET 1 SUA created by Louisiana Department of Conservation Order No. 101-E, effective December 1, 1962.

(2) 10,200 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-C, effective April 1, 1962, as amended by Order No. 101-C-1, effective December 9, 1971, LESS AND EXCEPT all rights below the stratigraphic equivalent of the 10,600 foot sand as defined in Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962, insofar, and only insofar, as said rights underlie a tract of land containing 70.51 acres situated in Section 39, Township 10 South, Range 3 West, and more fully described in an oil and gas lease dated July 6, 1971, granted to Ruffin T. Lowry and recorded in Conveyance Book 358, at Page 846, under File No. 352892, records of Jefferson Davis Parish, Louisiana, said rights under said tract being leased herein.

(3) 10,600 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962.

And, also, LESS AND EXCEPT, the following described tracts:

(1) That ten acre parcel of land situated in Section Eighteen (18) Township Ten (10) South of Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10-acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence, leaving the River and running South 37° 00' West 693.5 feet; thence, North 72° 06' West 691.5 feet to lower side line of the Robira 10 acres; thence, following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

(2) That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the Corner between Section Eighteen (18) Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence, South 53° East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West 921 feet South of the corner between the two said Sections; thence, South 53° East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37° East 726 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River; thence, North 53° West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence, South 37° West 358 feet to the point of beginning and containing ten (10) acres.

Said tract shown more fully outlined in red on the plat marked Exhibit A-1 attached hereto.

STATE OF Michigan
COUNTY OF Muskegon

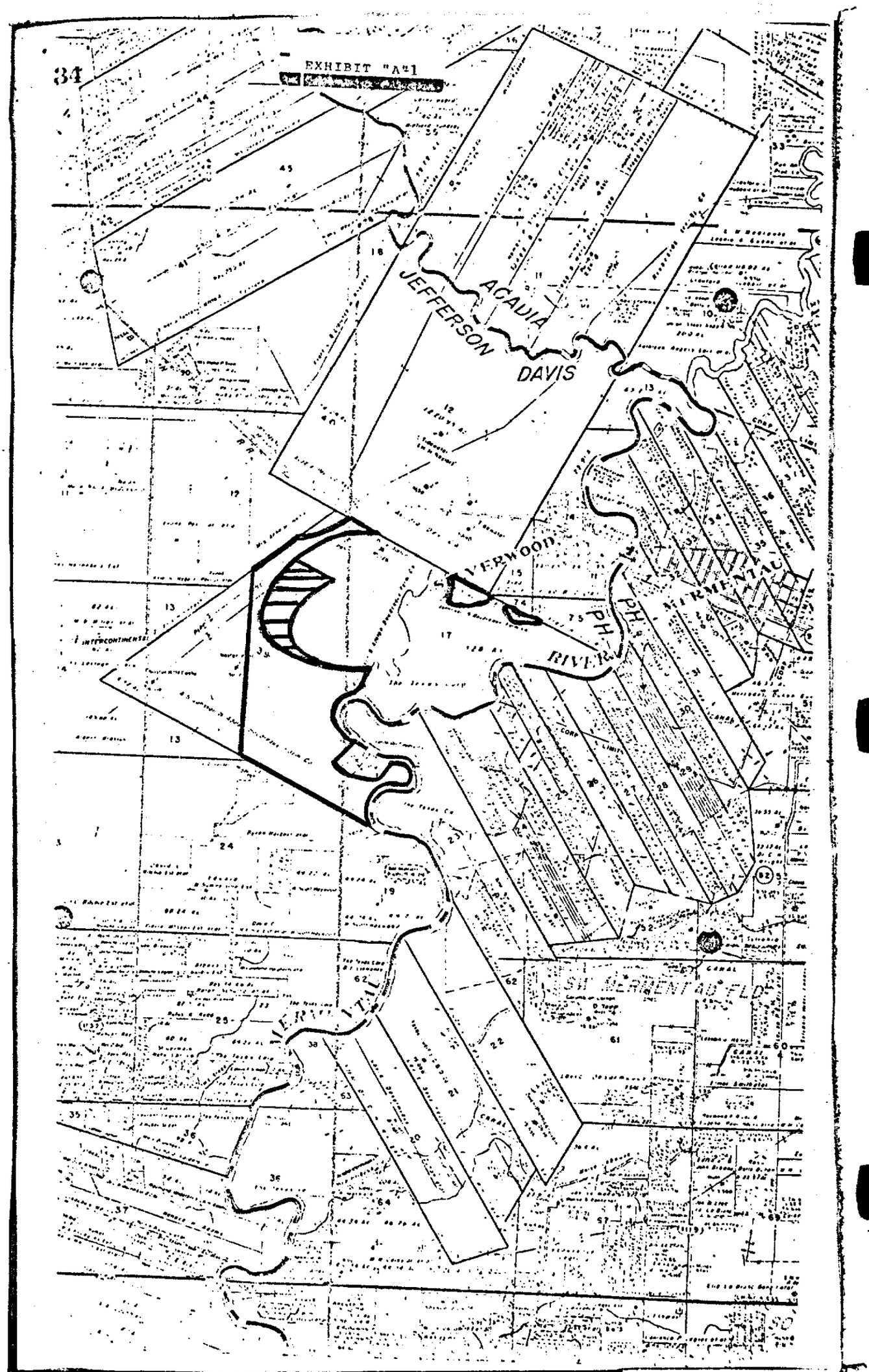
On this 1st day of March, 19 84,
before me personally appeared Wayne Boudreaux,
to me known to be the person described in and who executed the foregoing
instrument, and acknowledged that He executed the same
as his free act and deed.

Judith L. Marsh
NOTARY PUBLIC
JUDITH L. MARSH
Notary Public, Muskegon County, Michigan
My Commission Expires December 15, 1986

My commission expires Dec 15, 1986

34

EXHIBIT "A"1



GAY B. HUFF
Clerk & Ex-Officio Recorder

35

450022

DECLARATION OF LEASE

RECEIVED AND FILED
1984 MAR 16 PM 2:00
CLERK OF COURT

Be It Known, that, REUBEN RAYMOND BRUCE, ET AL

as Lessor(s), has granted a certain Oil, Gas and Mineral Lease to MARANATHA MINERAL CORPORATION, P.O. Box 53091, Lafayette, La., as Lessee, by instrument dated January 23, 1984, by which said Lessor(s) leased and let unto Lessee, for a valuable consideration, and subject to the terms, conditions and provisions of said lease, certain property situated in the State of Louisiana, Parish of JEFFERSON DAVIS, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

Said lease is for a primary term as therein stipulated, and as long thereafter as oil, gas or other hydrocarbon is produced from the leased premises are being developed in accordance with the provisions of said lease, or the lease is otherwise kept in force in some other manner therein provided.

Said lease gives Lessee the right to explore and drill for and produce oil, gas and other hydrocarbons, subject to the royalties and other payments therein provided for.

This declaration is to be placed of record to serve as notice of the execution and existence of said lease, and is in no way to supersede same or to abrogate, change, alter, or modify any of the terms or conditions or any of the rights or obligations of any of the parties, all of which are set forth in detail in said lease, which is made a part hereof by reference to the same effect as though written in extenso herein.

450022

WITNESSES:

Helen J. LaBruce

Reuben Raymond Bruce
REUBEN RAYMOND BRUCE

Helen J. LaBruce

Worrel B. Johnson
WORREL B. JOHNSON

BERNICE FOREMAN BOUDREAUX

MARK BOUDREAUX

WAYNE BOUDREAUX

Helen J. LaBauve — Ora Johnson Miguez
ORA JOHNSON MIGUEZ

Helen J. LaBauve — Richard W. Johnson
RICHARD W. JOHNSON

ALBERT SIDNEY JOHNSON III

Helen J. LaBauve — Sandra Lynn Trahan
SANDRA LYNN TRAHAN

Helen J. LaBauve — Milton F. Bourdier
MILTON F. BOURDIER

Helen J. LaBauve — Alfred C. Bourdier
ALFRED C. BOURDIER

Helen J. LaBauve — Lynn H. Bourdier
LYNN H. BOURDIER

Helen J. LaBauve — Bernadine Bourdier Zibilich
BERNADINE BOURDIER ZIBILICH

Helen J. LaBauve — Rose Marie Bourdier Petitjean
ROSE MARIE BOURDIER PETITJEAN

Helen J. LaBauve — David L. Bourdier
DAVID L. BOURDIER

Helen J. LaBauve — Yvette Marie Boudreaux LaFleur
YVETTE MARIE BOUDREAUX LAFLEUR

Helen J. LaBauve — Lydia McBride Boudreaux
LYDIA MCBRIDE BOUDREAUX

MARATHA MINERAL CORPORATION
BY: ALAN W. SHAW II

Helen J. LaBauve
Agnes P. Griffin

Exhibit D
Castex Development - Title and Lease History - 000997

EXHIBIT "A"

37

That certain tract of land containing 193.86 acres, more or less, situated in the Northern portion of Section 39, T10S-R3W and Section 17, T10S-R2W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit "A" attached hereto.

38

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared Galen J. LaBauve, who being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Reuben Raymond Bruce, Worrel B. Johnson, Ora Johnson Miquez, Richard W. Johnson, Sandra Lynn Trahan, Milton F. Bourdier, Alfred C. Bourdier, Lynn H. Bourdier, Bernadine Bourdier Zibilich, Rose Marie Bourdier Petitjean, David L. Bourdier, Yvette Marie Bourdreaux LaFleur and Lydia McBride Boudreaux.

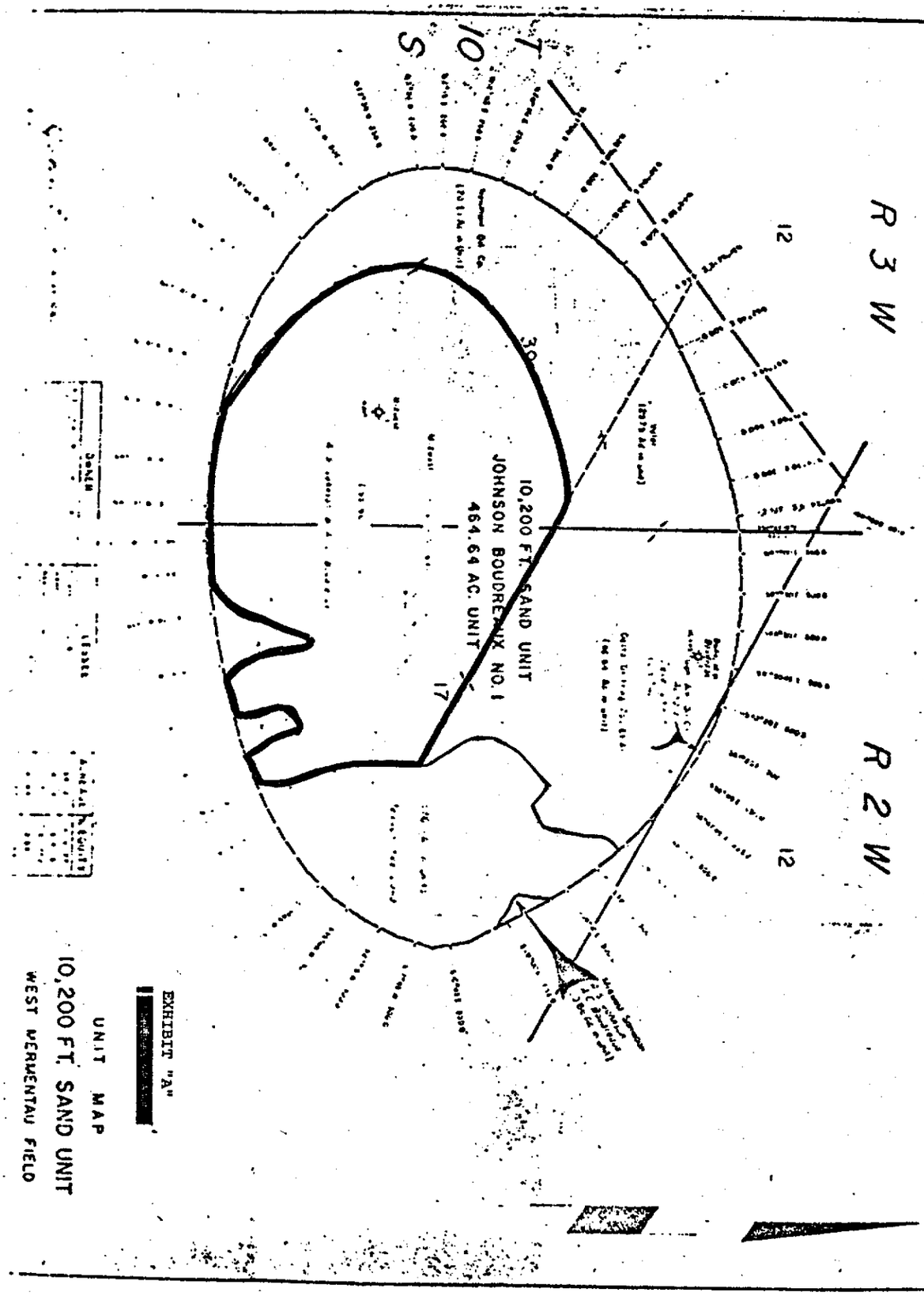
(Lessor, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

Galen J. LaBauve

SWORN TO AND SUBSCRIBED before me February 15, 1984.

Dixie Lella Jarrison

Notary Public in and for Lafayette Parish, Louisiana.



GAY B. HUFF
Clerk & Ex-Officio Recorder

40

450023

DECLARATION OF LEASE

RECEIVED AND FILED
1984 MAR 16 PM 1:54
Gay B. Hugg
CLERK OF COURT
JEFFERSON DAVIS PARISH

Be It Known, that, BERNICE FOREMAN BOUDREAUX, ET AL.

as Lessor(s), has granted a certain Oil, Gas and Mineral Lease to MARANATHA MINERAL CORPORATION, P. O. Box 53091, Lafayette, Louisiana, as Lessee, by instrument dated January 23, 1984, by which said Lessor(s) leased and let unto Lessee, for a valuable consideration, and subject to the terms, conditions and provisions of said lease, certain property situated in the State of Louisiana, Parish of Jefferson Davis, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

Said lease is for a primary term as therein stipulated, and as long thereafter as oil, gas or other hydrocarbon is produced from the leased premises are being developed in accordance with the provisions of said lease, or the lease is otherwise kept in force in some other manner therein provided.

450023

Said lease gives Lessee the right to explore and drill for and produce oil, gas and other hydrocarbons, subject to the royalties and other payments therein provided for.

This declaration is to be placed of record to serve as notice of the execution and existence of said lease, and is in no way to supersede same or to abrogate, change, alter, or modify any of the terms or conditions or any of the rights or obligations of any of the parties, all of which are set forth in detail in said lease, which is made a part hereof by reference to the same effect as though written in extenso herein.

WITNESSES:

X Juanita DeVaughn

Bernice Foreman Boudreaux
BERNICE FOREMAN BOUDREAUX

MARANATHA MINERAL CORPORATION

by: Alan W. Shaw
ALAN W. SHAW III

EXHIBIT "A"

That certain tract of land containing 193.86 acres, more or less, situated in the Northern portion of Section 39, T10S-R3W and Section 17, T10S-R2W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit "A" attached hereto.

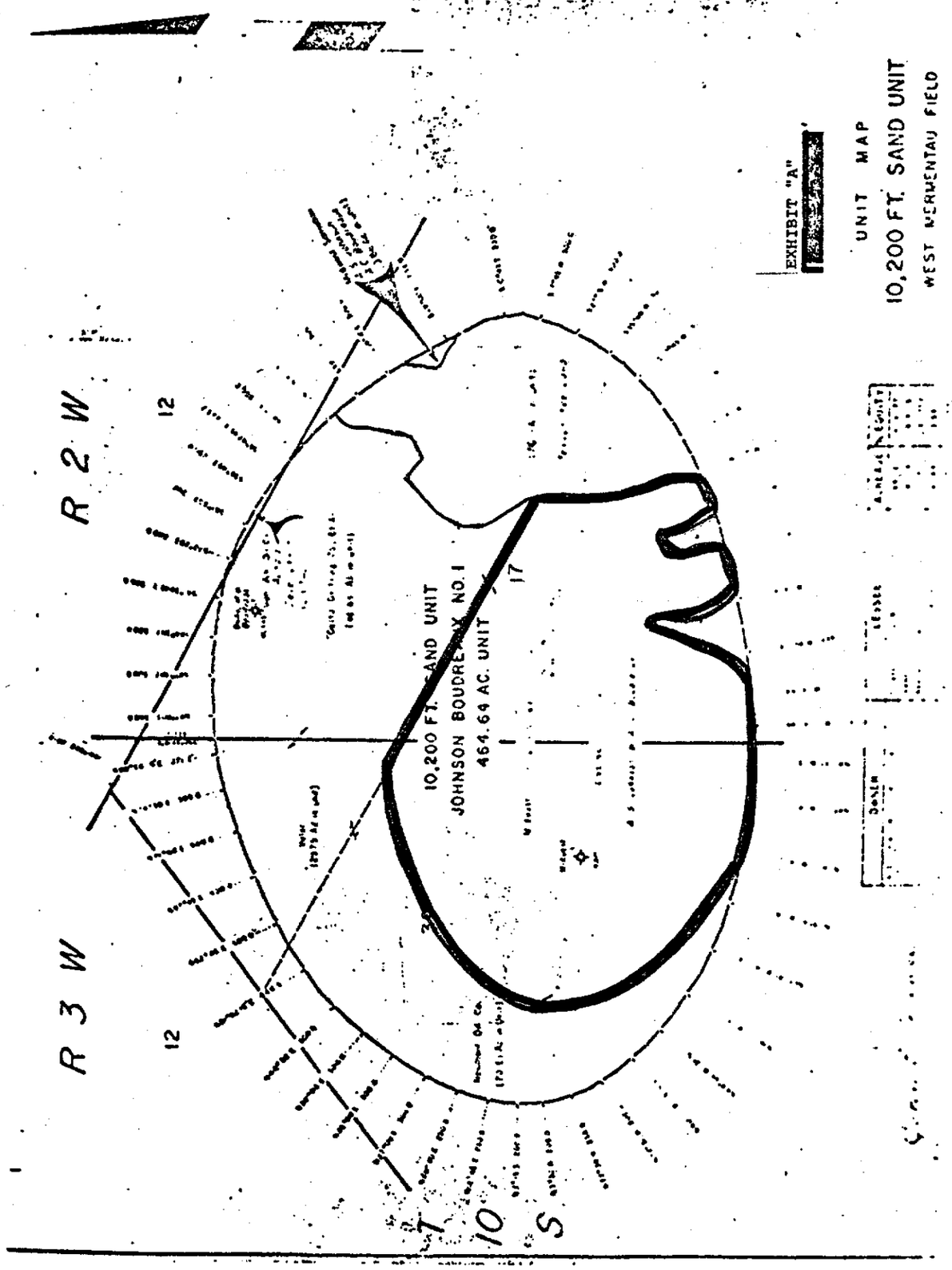
X STATE OF Ohio

COUNTY OF Hamilton

On this 22nd day of February, 1984,
before me personally appeared BERNICE FOREMAN BOUDREAUX,
to me known to be the person described in and who executed the foregoing
instrument, and acknowledged that SHE executed the same
as HER free act and deed.

Juanita DeVaughn
NOTARY PUBLIC

My commission expires JUANITA DeVAUGHN
Notary Public, State of Ohio
My Commission Expires May 17, 1986



GAY B. HUFF
Clerk & Ex-Officio Recorder

44

450024

DECLARATION OF LEASE

RECEIVED AND FILED
1984 MAR 16 PM 2:01
Gay B. Hyde
CLERK OF COURT

Be It Known, that, MARK W. BOUDREAUX, ET AL,

as Lessor(s), has granted a certain Oil, Gas and Mineral Lease to MARANATHA MINERAL CORPORATION, P.O. BOX 53091, Lafayette, Louisiana 70505, as Lessee, by instrument dated January 23, 1984, by which said Lessor(s) leased and let unto Lessee, for a valuable consideration, and subject to the terms, conditions and provisions of said lease, certain property situated in the State of Louisiana, Parish of Jefferson Davis, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

Said lease is for a primary term as therein stipulated, and as long thereafter as oil, gas or other hydrocarbon is produced from the leased premises are being developed in accordance with the provisions of said lease, or the lease is otherwise kept in force in some other manner therein provided.

Said lease gives Lessee the right to explore and drill for and produce oil, gas and other hydrocarbons, subject to the royalties and other payments therein provided for.

This declaration is to be placed of record to serve as notice of the execution and existence of said lease, and is in no way to supersede same or to abrogate, change, alter, or modify any of the terms or conditions or any of the rights or obligations of any of the parties, all of which are set forth in detail in said lease, which is made a part hereof by reference to the same effect as though written in extenso herein.

450024

WITNESSES:

X _____

X _____

X _____
MARK W. BOUDREAUX

MARANATHA MINERAL CORPORATION

by: _____
ALAN W. SHAW III

EXHIBIT "A"

That certain tract of land containing 193.86 acres, more or less, situated in the Northern portion of Section 39, T10S-R3W and Section 17, T10S-R2W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit "A" attached hereto.

X STATE OF Ohio

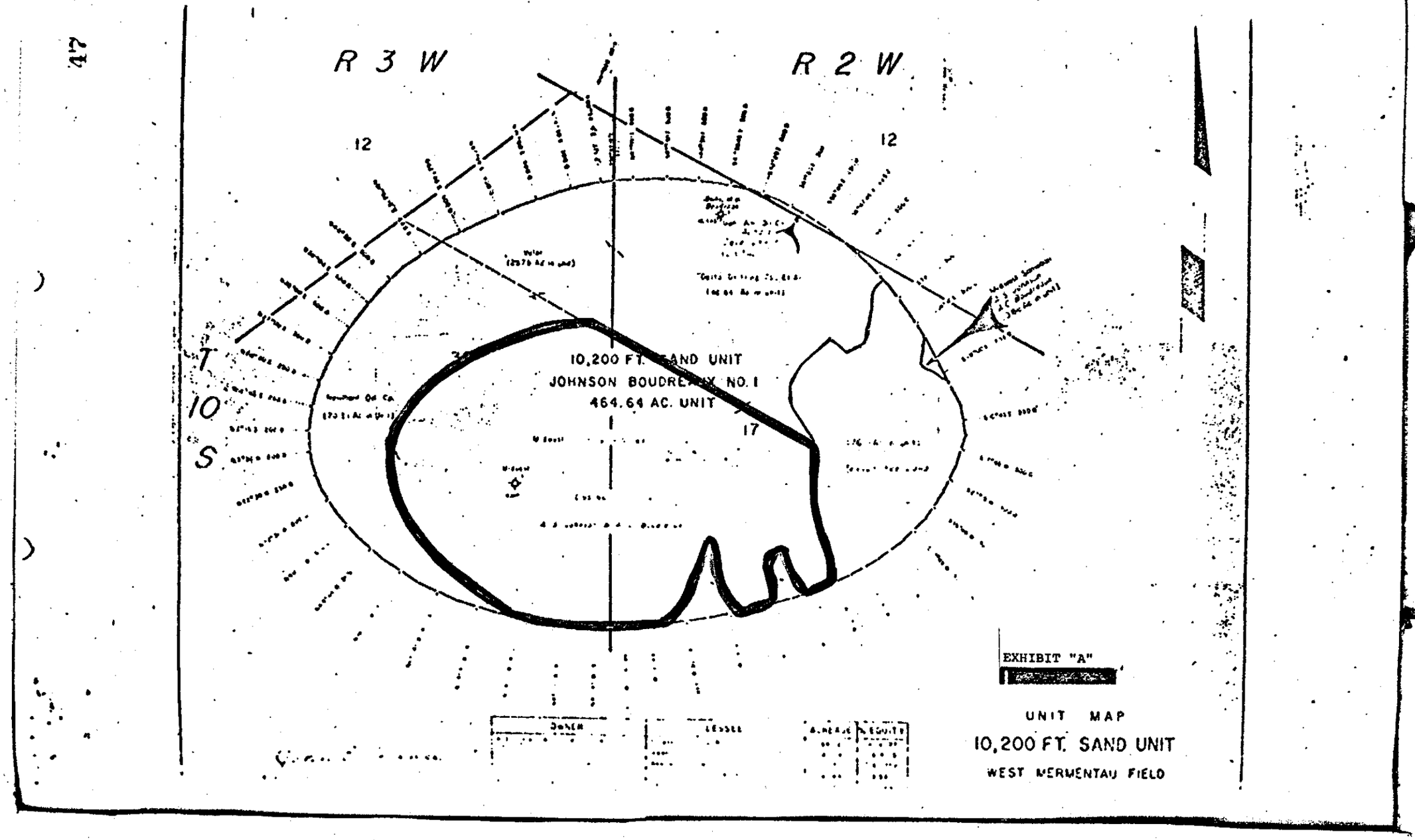
COUNTY OF Hamilton

On this 22nd day of February, 19 84,
before me personally appeared MARK W. BOUDREAUX,
to me known to be the person described in and who executed the foregoing
instrument, and acknowledged that HE executed the same
as HIS free act and deed.

Juanita DeVaughn
NOTARY PUBLIC

JUANITA DeVAUGHN
Notary Public, State of Ohio
My Commission Expires May 17, 1988

My commission expires



GAY B. HUFF
Clerk & Ex-Officio Recorder

Exhibit D
Castex Development - Title and Lease History - 001008

48

450025

DECLARATION OF LEASE

RECEIVED AND FILED
1984 MAR 16 PM 2:01
Gay B. Higgs
CLERK OF COURT
JEFFERSON DAVIS PARISH

Be It Known, that, WAYNE BOUDREAUX, ET AL;

as Lessor(s), has granted a certain Oil, Gas and Mineral Lease to MARANATHA MINERAL CORPORATION, P.O. BOX 53091, Lafayette, Louisiana 70505, as Lessee, by instrument dated January 23, 1984, by which said Lessor(s) leased and let unto Lessee, for a valuable consideration, and subject to the terms, conditions and provisions of said lease, certain property situated in the State of Louisiana, Parish of Jefferson Davis, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

450025

Said lease is for a primary term as therein stipulated, and as long thereafter as oil, gas or other hydrocarbon is produced from the leased premises are being developed in accordance with the provisions of said lease, or the lease is otherwise kept in force in some other manner therein provided.

Said lease gives Lessee the right to explore and drill for and produce oil, gas and other hydrocarbons, subject to the royalties and other payments therein provided for.

This declaration is to be placed of record to serve as notice of the execution and existence of said lease, and is in no way to supersede same or to abrogate, change, alter, or modify any of the terms or conditions or any of the rights or obligations of any of the parties, all of which are set forth in detail in said lease, which is made a part hereof by reference to the same effect as though written in extenso herein.

WITNESSES:

X Joyce Dykeman
X Barbara J Reed

X Wayne Boudreaux
WAYNE BOUDREAUX

MARANATHA MINERAL CORPORATION

Helen J. Griffin
Darryl P. Griffin

by: Alan W. Shaw
ALAN W. SHAW III

[redacted]

EXHIBIT "A"

That certain tract of land containing 193.86 acres, more or less, situated in the Northern portion of Section 39, T10S-R3W and Section 17, T10S-R2W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit "A" attached hereto.

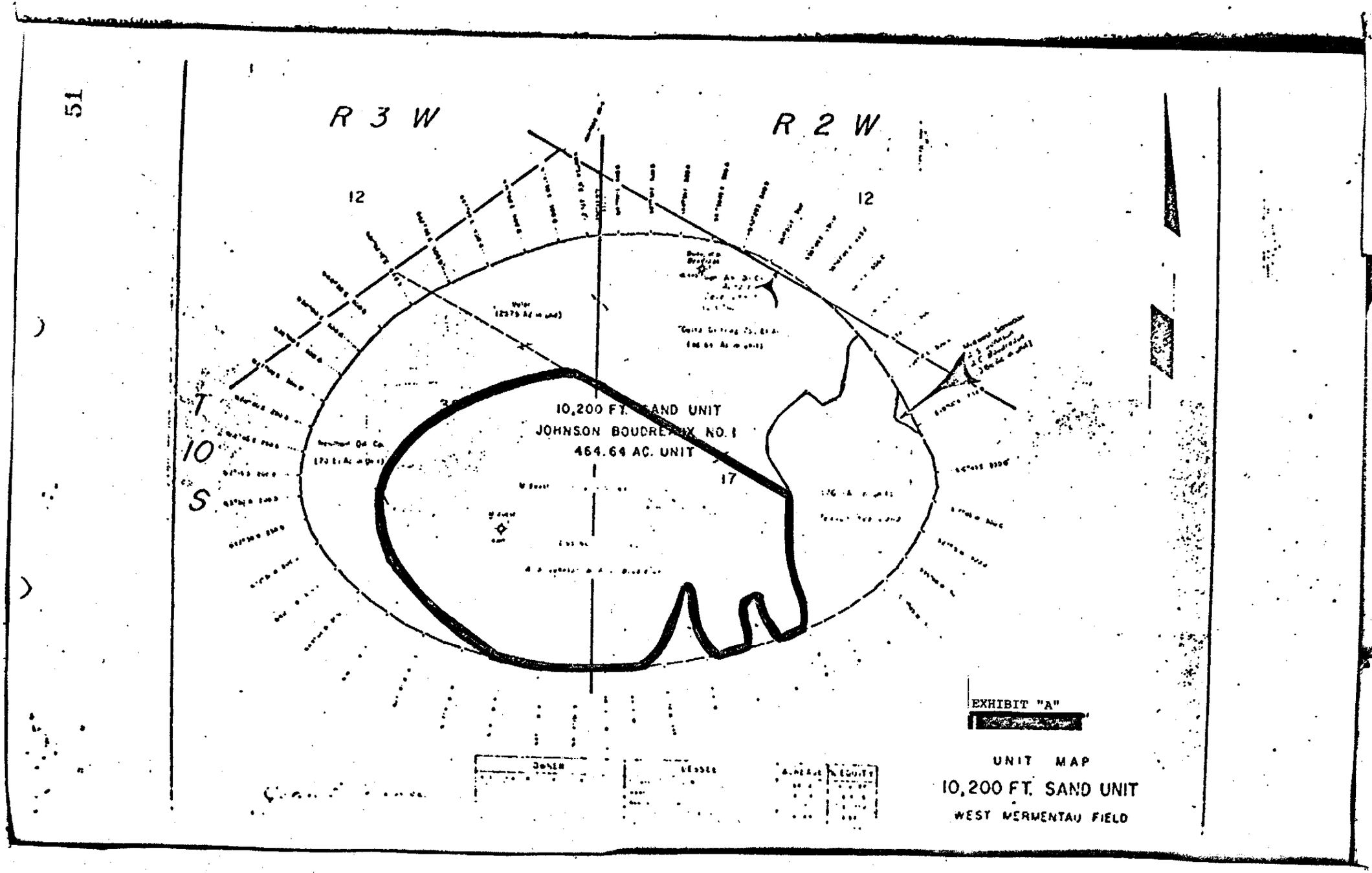
X STATE OF Michigan
COUNTY OF Muskegon

On this 1st day of March, 1984,
before me personally appeared WAYNE BOUDREAUX,
to me known to be the person described in and who executed the foregoing
instrument, and acknowledged that He executed the same
as his free act and deed.

Judith L. Marsh
NOTARY PUBLIC

My commission expires Dec 15, 1986

JUDITH L. MARSH
Notary Public, Muskegon County, Michigan
My Commission Expires December 15, 1986



GAY B. HUFF
Clerk & Ex-Officio Recorder

Exhibit D
Castex Development - Title and Lease History - 001012

52

450026

DECLARATION OF LEASE

RECEIVED AND FILED
1984 MAR 16 PM 1:55
Gay B. Thigpen
CLERK OF COURT
JEFFERSON DAVIS PARISH

Be It Known, that, REUBEN RAYMOND BRUCE, ET AL.

as Lessor(s), has granted a certain Oil, Gas and Mineral Lease to MARANATHA MINERAL CORPORATION, P.O. Box 53091, Lafayette, La., as Lessee, by instrument dated January 23, 1984, by which said Lessor(s) leased and let unto Lessee, for a valuable consideration, and subject to the terms, conditions and provisions of said lease, certain property situated in the State of Louisiana, Parish of JEFFERSON DAVIS, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

Said lease is for a primary term as therein stipulated, and as long thereafter as oil, gas or other hydrocarbon is produced from the leased premises are being developed in accordance with the provisions of said lease, or the lease is otherwise kept in force in some other manner therein provided.

Said lease gives Lessee the right to explore and drill for and produce oil, gas and other hydrocarbons, subject to the royalties and other payments therein provided for.

This declaration is to be placed of record to serve as notice of the execution and existence of said lease, and is in no way to supersede same or to abrogate, change, alter, or modify any of the terms or conditions or any of the rights or obligations of any of the parties, all of which are set forth in detail in said lease, which is made a part hereof by reference to the same effect as though written in extenso herein.

450026

WITNESSES:

Helen V. LaBauve

Reuben Raymond Bruce
REUBEN RAYMOND BRUCE

Helen V. LaBauve

Worrel B. Johnson
WORREL B. JOHNSON

BERNICE FOREMAN BOUDREAUX

MARK BOUDREAUX

WAYNE BOUDREAUX

Helen J. LaBaume
Ingrid P. Griffin

Ora Johnson Miguez
ORA JOHNSON MIGUEZ

Richard W. Johnson
RICHARD W. JOHNSON

ALBERT SIDNEY JOHNSON III

Helen J. LaBaume
Ingrid P. Griffin

Sandra Lynn Trahan
SANDRA LYNN TRAHAN

Helen J. LaBaume
Ingrid P. Griffin

Milton F. Bourdier
MILTON F. BOURDIER

Helen J. LaBaume
Ingrid P. Griffin

Alfred C. Bourdier
ALFRED C. BOURDIER

Helen J. LaBaume
Ingrid P. Griffin

Lynn Bourdier
LYNN H. BOURDIER

Helen J. LaBaume
Ingrid P. Griffin

Bernadine Bourdier Zibilich
BERNADINE BOURDIER ZIBILICH

Helen J. LaBaume
Ingrid P. Griffin

Rose Marie Bourdier Petitjean
ROSE MARIE BOURDIER PETITJEAN

Helen J. LaBaume
Ingrid P. Griffin

David L. Bourdier
DAVID L. BOURDIER

Helen J. LaBaume
Ingrid P. Griffin

Yvette Marie Boudreaux LaFleur
YVETTE MARIE BOUDREAUX LAFLEUR

Helen J. LaBaume
Ingrid P. Griffin

Lydia McBride Boudreaux
LYDIA MCBRIDE BOUDREAUX

Helen J. LaBaume
Ingrid P. Griffin

Alan W. Shaw
MARANATHA MINERAL CORPORATION
BY: ALAN W. SHAW III

Exhibit D
Castex Development - Title and Lease History - 001014

EXHIBIT "A"

That certain tract of land containing 122.63 acres, more or less, situated in the Northern portion of Section 17, T10S-R2W and Section 39, T10S-R3W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit "A" attached hereto.

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared Galen J. LaBauve, who being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Reuben Raymond Bruce, Worrel B. Johnson, Ora Johnson Miguez, Richard W. Johnson, Sandra Lynn Trahan, Milton F. Bourdier, Alfred C. Bourdier, Lynn H. Bourdier, Bernadine Bourdier Zibilich, Rose Marie Bourdier Petitjean, David L. Bourdier, Yvette Marie Bourdreaux LaFleur and Lydia McBride Boudreaux.

(Lessor, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

Galen J. LaBauve

SWORN TO AND SUBSCRIBED before me February 15, 1984.

Diane Della Jamison

Notary Public in and for Lafayette Parish, Louisiana.

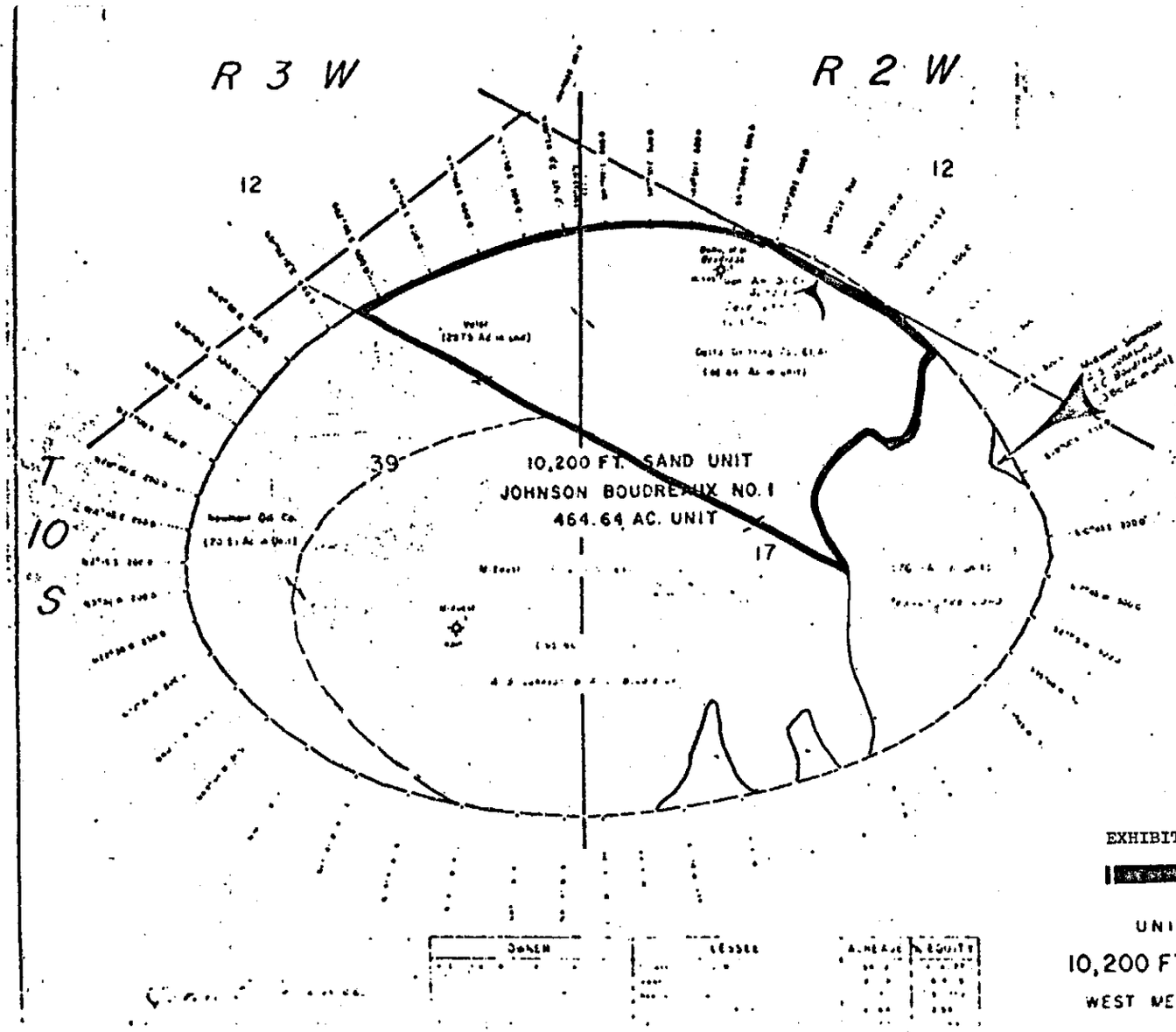


EXHIBIT "A"

UNIT MAP

10,200 FT. SAND UNIT

WEST MERMENTAU FIELD

GAY B. HUFF
Clerk & Ex-Officio Recorder

56

Exhibit D
Castex Development - Title and Lease History - 001017

450027

57

DECLARATION OF LEASE

RECEIVED AND FILED
1984 MAR 16 PM 1:55
Gay B. Hoff
CLERK OF COURT

Be It Known, that, BERNICE FOREMAN BOUDREAUX, ET AL.,

as Lessor(s), has granted a certain Oil, Gas and Mineral Lease to MARANATHA MINERAL CORPORATION, P. O. Box 53091, Lafayette, Louisiana, as Lessee, by instrument dated January 23, 1984, by which said Lessor(s) leased and let unto Lessee, for a valuable consideration, and subject to the terms, conditions and provisions of said lease, certain property situated in the State of Louisiana, Parish of Jefferson Davis, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

Said lease is for a primary term as therein stipulated, and as long thereafter as oil, gas or other hydrocarbon is produced from the leased premises are being developed in accordance with the provisions of said lease, or the lease is otherwise kept in force in some other manner therein provided.

Said lease gives Lessee the right to explore and drill for and produce oil, gas and other hydrocarbons, subject to the royalties and other payments therein provided for.

This declaration is to be placed of record to serve as notice of the execution and existence of said lease, and is in no way to supersede same or to abrogate, change, alter, or modify any of the terms or conditions or any of the rights or obligations of any of the parties, all of which are set forth in detail in said lease, which is made a part hereof by reference to the same effect as though written in extenso herein.

450027

WITNESSES:

X _____

X _____

X _____
BERNICE FOREMAN BOUDREAUX
SS# [redacted]

MARANATHA MINERAL CORPORATION

by: _____
ALAN W. SHAW III

EXHIBIT "A"

That certain tract of land containing 122.63 acres, more or less, situated in the Northern portion of Section 17, T10S-R2W and Section 39, T10S-R3W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit "A" attached hereto.

X STATE OF Ohio

COUNTY OF Hamilton

On this 22nd day of February, 19 84,
before me personally appeared BERNICE FOREMAN BOUDREAUX,
to me known to be the person described in and who executed the foregoing
instrument, and acknowledged that SHE executed the same
as HER free act and deed.

Juanita DeVaughn
NOTARY PUBLIC

My commission expires JUANITA DeVAUGHN
Notary Public, State of Ohio
My Commission Expires May 17, 1986

EXHIBIT "A"

UNIT MAP
10,200 FT. SAND UNIT
WEST WERWENTAU FIELD

R 2 W
R 3 W
T 10 S
12
12
17
39
10,200 FT. SAND UNIT
JOHNSON BOUCRE UNIT NO. 1
464.64 AC. UNIT

GAY B. HUFF
Clerk & Ex-Officio Recorder

450028

61

RECEIVED AND FILED
1984 MAR 16 PM 1:55
Gay B. Hyde
CLERK OF COURT
JEFFERSON DAVIS PARISH

DECLARATION OF LEASE

Be It Known, that, MARK W. BOUDREAUX, ET AL;

as Lessor(s), has granted a certain Oil, Gas and Mineral Lease to MARANATHA MINERAL CORPORATION, P.O. Box 53091, Lafayette, Louisiana 70505, as Lessee, by instrument dated January 23, 1984, by which said Lessor(s) leased and let unto Lessee, for a valuable consideration, and subject to the terms, conditions and provisions of said lease, certain property situated in the State of Louisiana, Parish of Jefferson Davis, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

Said lease is for a primary term as therein stipulated, and as long thereafter as oil, gas or other hydrocarbon is produced from the leased premises are being developed in accordance with the provisions of said lease, or the lease is otherwise kept in force in some other manner therein provided.

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450028

WITNESSES:

X _____

X _____

X _____
MARK W. BOUDREAUX

MARANATHA MINERAL CORPORATION

by: _____
ALAN W. SHAW III

62

EXHIBIT "A"

That certain tract of land containing 122.63 acres, more or less, situated in the Northern portion of Section 17, T10S-R2W and Section 39, T10S-R3W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit "A" attached hereto.

X STATE OF Ohio

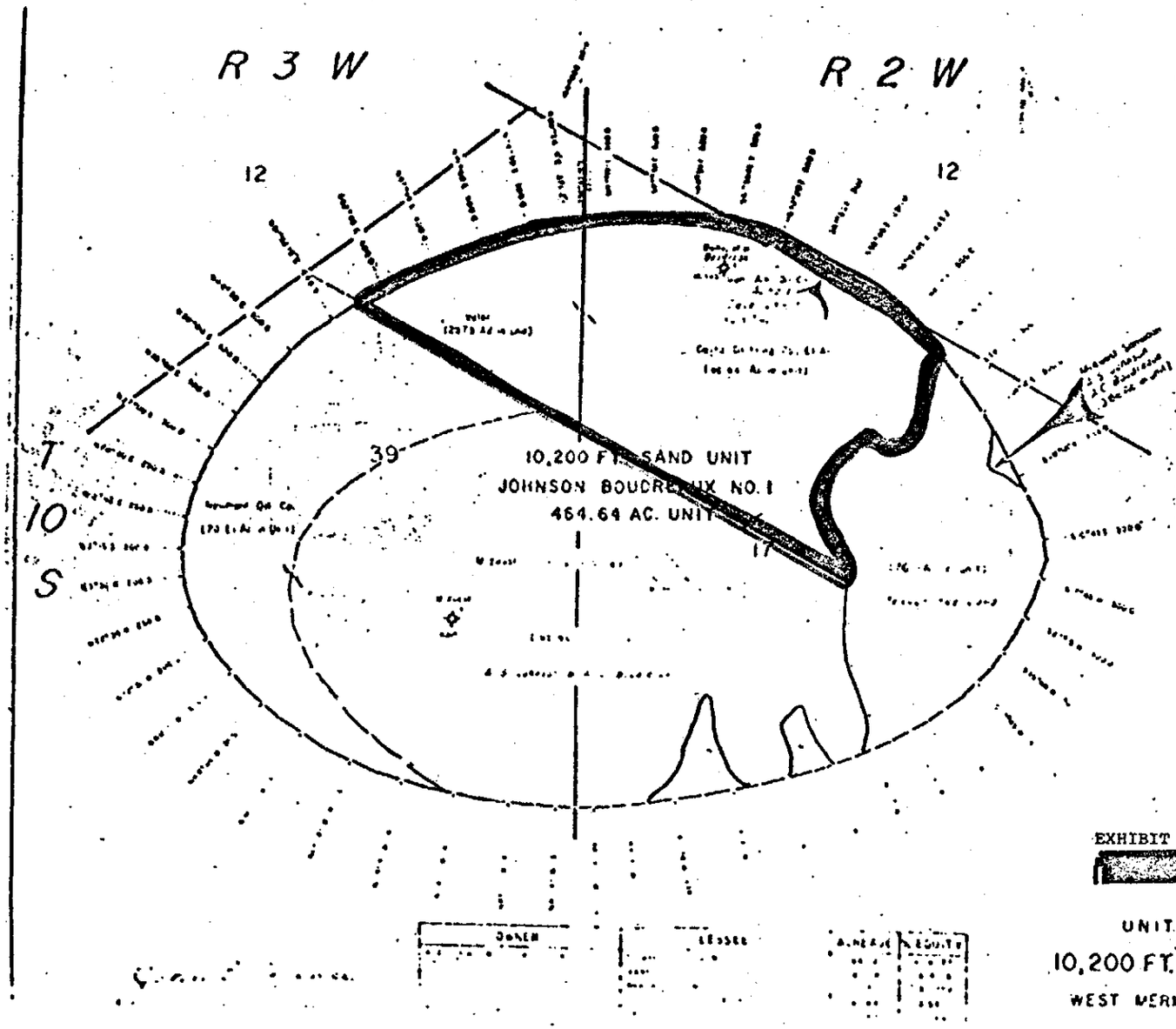
COUNTY OF Hamilton

On this 22nd day of February, 1984, before me personally appeared MARK W. BOUDREAUX., to me known to be the person described in and who executed the foregoing instrument, and acknowledged that HE executed the same as His free act and deed.

Juanita DeVaughn
NOTARY PUBLIC

My commission expires JUANITA BeVAUGHN
Notary Public, State of Ohio
My Commission Expires May 17, 1988

[redacted]



GAY B. HUFF
Clerk & Ex-Officio Recorder

Exhibit D
Castex Development - Title and Lease History - 001025

450029

65

DECLARATION OF LEASE

RECEIVED AND FILED
1984 MAR 16 PM 1:55
Gay B. Hugg
CLERK OF COURT
JEFFERSON DAVIS PARISH

Be It Known, that, WAYNE BOUDREAUX, ET AL;

as Lessor(s), has granted a certain Oil, Gas and Mineral Lease to MARANATHA MINERAL CORPORATION, P.O. Box 53091, Lafayette, Louisiana 70505.

as Lessee, by instrument dated January 23, 1984, by which said Lessor(s) leased and let unto Lessee, for a valuable consideration, and subject to the terms, conditions and provisions of said lease, certain property situated in the State of Louisiana, Parish of Jefferson Davis, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

Said lease is for a primary term as therein stipulated, and as long thereafter as oil, gas or other hydrocarbon is produced from the leased premises are being developed in accordance with the provisions of said lease, or the lease is otherwise kept in force in some other manner therein provided.

Said lease gives Lessee the right to explore and drill for and produce oil, gas and other hydrocarbons, subject to the royalties and other payments therein provided for.

This declaration is to be placed of record to serve as notice of the execution and existence of said lease, and is in no way to supersede same or to abrogate, change, alter, or modify any of the terms or conditions or any of the rights or obligations of any of the parties, all of which are set forth in detail in said lease, which is made a part hereof by reference to the same effect as though written in extenso herein.

450029

WITNESSES:

X _____

X _____

X _____
WAYNE BOUDREAUX

MARANATHA MINERAL CORPORATION

by: _____
ALAN W. SHAW III

EXHIBIT "A"

That certain tract of land containing 122.63 acres, more or less, situated in the Northern portion of Section 17, T10S-R2W and Section 39, T10S-R3W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit "A" attached hereto.

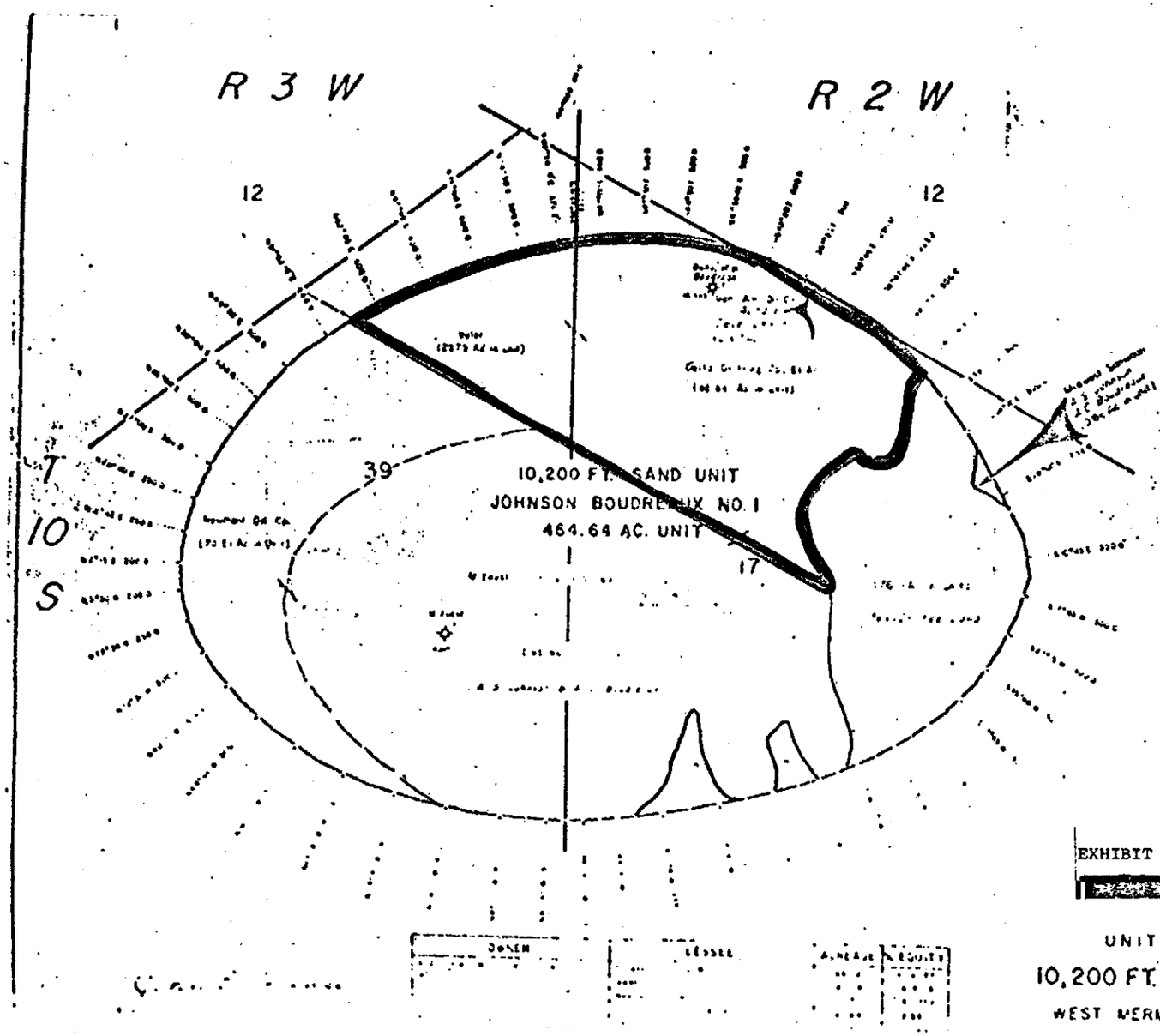
STATE OF Michigan
COUNTY OF Muskegon

On this 1st day of March, 1984, before me personally appeared WAYNE BEAUDREAUX, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that He executed the same as his free act and deed.

Judith L. Marsh
NOTARY PUBLIC

My commission expires Dec 15, 1986

JUDITH L. MARSH
Notary Public, Muskegon County, Michigan
My Commission Expires December 15, 1986



GAY B. HUFF
Clerk & Ex-Officio Recorder

Exhibit D
Castex Development - Title and Lease History - 001029

450030

69

DECLARATION OF LEASE

RECEIVED AND FILED
1984 MAR 16 PM 1:56
Guy B. Hugg
CLERK OF COURT
JEFFERSON DAVIS PARISH

Be It Known, that, REUBEN RAYMOND BRUCE, ET AL.

as Lessor(s), has granted a certain Oil, Gas and Mineral Lease to MARANATHA MINERAL CORPORATION, P.O. Box 53091, Lafayette, La., as Lessee, by instrument dated January 23, 1984, by which said Lessor(s) leased and let unto Lessee, for a valuable consideration, and subject to the terms, conditions and provisions of said lease, certain property situated in the State of Louisiana, Parish of JEFFERSON DAVIS, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

Said lease is for a primary term as therein stipulated, and as long thereafter as oil, gas or other hydrocarbon is produced from the leased premises are being developed in accordance with the provisions of said lease, or the lease is otherwise kept in force in some other manner therein provided.

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450030

WITNESSES:

REUBEN RAYMOND BRUCE

WORREL B. JOHNSON

BERNICE FOREMAN BOUDREAUX

MARK BOUDREAUX

WAYNE BOUDREAUX

Helen J. LaBauve
Lacey P. Griffin

Ora Johnson Miguez
ORA JOHNSON MIGUEZ

Helen J. LaBauve
Lacey P. Griffin

Richard W. Johnson
RICHARD W. JOHNSON

ALBERT SIDNEY JOHNSON III

Helen J. LaBauve
Lacey P. Griffin

Sandra Lynn Trahan
SANDRA LYNN TRAHAN

Helen J. LaBauve
Lacey P. Griffin

Milton F. Bourdier
MILTON F. BOURDIER

Helen J. LaBauve
Lacey P. Griffin

Alfred C. Bourdier
ALFRED C. BOURDIER

Helen J. LaBauve
Lacey P. Griffin

Lynn H. Bourdier
LYNN H. BOURDIER

Helen J. LaBauve
Lacey P. Griffin

Bernadine Bourdier Zibilich
BERNADINE BOURDIER ZIBILICH

Helen J. LaBauve
Lacey P. Griffin

Rose Marie Bourdier Petitjean
ROSE MARIE BOURDIER PETITJEAN

Helen J. LaBauve
Lacey P. Griffin

David L. Bourdier
DAVID L. BOURDIER

Helen J. LaBauve
Lacey P. Griffin

Yvette Marie Boudreaux LaFleur
YVETTE MARIE BOUDREAUX LAFLEUR

Helen J. LaBauve
Lacey P. Griffin

Lydia McBride Boudreaux
LYDIA MCBRIDE BOUDREAUX

Helen J. LaBauve
Lacey P. Griffin

MARAKATHA MINERAL CORPORATION
BY: ALAN W. SHAW III

EXHIBIT "A"

That certain tract of land containing 70.51 acres, more or less, situated in the Northern portion of Section 39, T10S-R3W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, Dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit A attached hereto.

Said lease shall be effective down to the base of the 10,600' Sand as described in Conservation Order No. 101-D, dated November 1, 1962.

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared Galen J. LaBauve, who being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Reuben Raymond Bruce, Worrel B. Johnson, Ora Johnson Miquez, Richard W. Johnson, Sandra Lynn Trahan, Milton F. Bourdier, Alfred C. Bourdier, Lynn H. Bourdier, Bernadine Bourdier Zibilich, Rose Marie Bourdier Petitjean, David L. Bourdier, Yvette Marie Bourdreaux LaFleur and Lydia McBride Boudreaux.

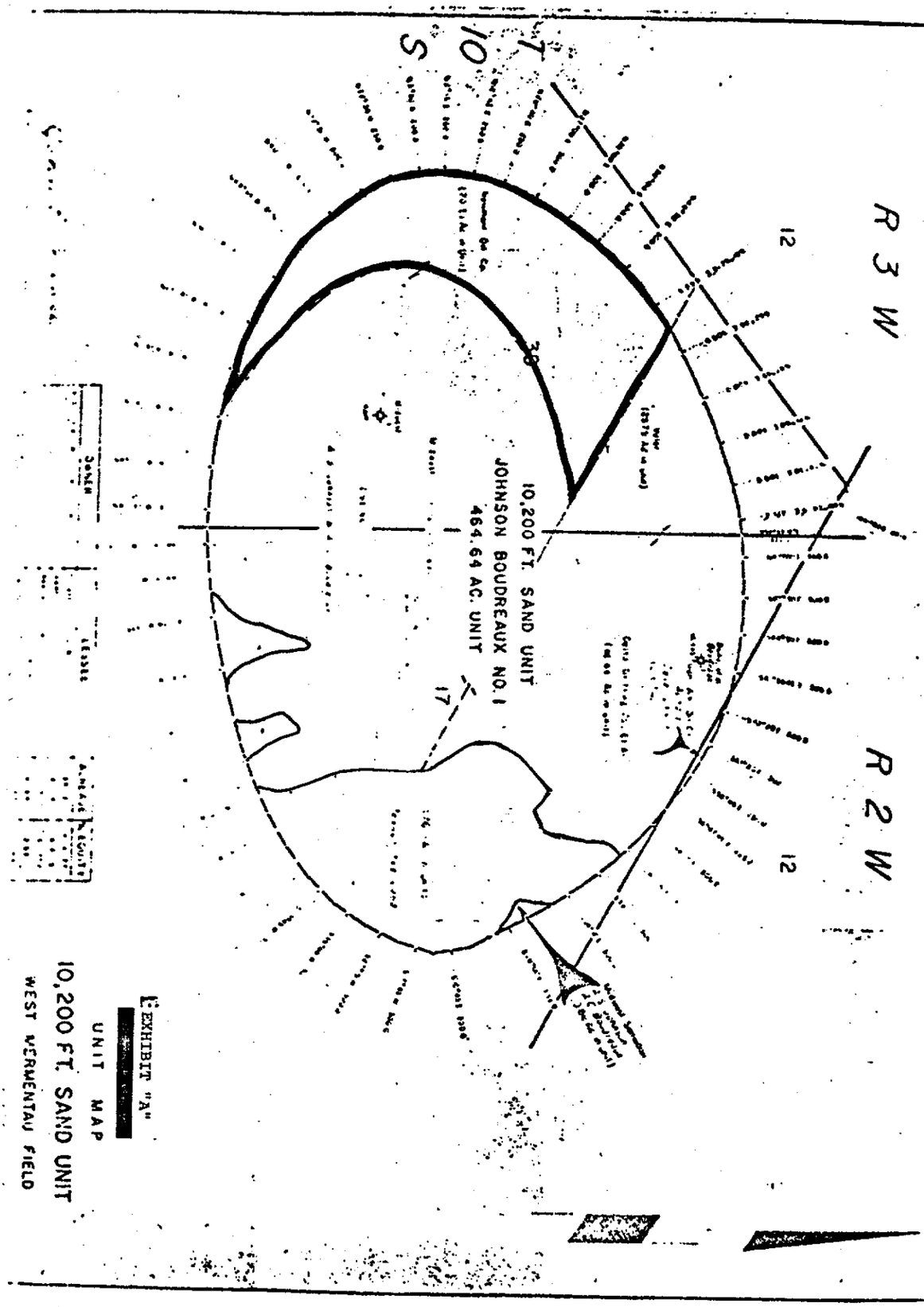
(Lessor, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

Galen J. LaBauve

SWORN TO AND SUBSCRIBED before me February 15, 1984.

Diane Cella Jamison

Notary Public in and for Lafayette Parish, Louisiana.



GAY B. HUFF
Clerk & Ex-Officio Recorder

10-00 74

450031

DECLARATION OF LEASE

RECEIVED AND FILED
1984 MAR 16 PM 1:56
Gay B. Hyde
CLERK OF COURT

Be It Known, that, BERNICE FOREMAN BOUDREAUX, ET AL.

as Lessor(s), has granted a certain Oil, Gas and Mineral Lease to MARANATHA MINERAL CORPORATION, P. O. Box 53091, Lafayette, Louisiana, as Lessee, by instrument dated January 23, 1984, by which said Lessor(s) leased and let unto Lessee, for a valuable consideration, and subject to the terms, conditions and provisions of said lease, certain property situated in the State of Louisiana, Parish of Jefferson Davis, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

Said lease is for a primary term as therein stipulated, and as long thereafter as oil, gas or other hydrocarbon is produced from the leased premises are being developed in accordance with the provisions of said lease, or the lease is otherwise kept in force in some other manner therein provided.

Said lease gives Lessee the right to explore and drill for and produce oil, gas and other hydrocarbons, subject to the royalties and other payments therein provided for.

This declaration is to be placed of record to serve as notice of the execution and existence of said lease, and is in no way to supersede same or to abrogate, change, alter, or modify any of the terms or conditions or any of the rights or obligations of any of the parties, all of which are set forth in detail in said lease, which is made a part hereof by reference to the same effect as though written in extenso herein.

450031

WITNESSES:

X _____

X _____

X Bernice Foreman Boudreaux
BERNICE FOREMAN BOUDREAUX

MARANATHA MINERAL CORPORATION

by: _____
ALAN W. SHAW III

EXHIBIT "A"

That certain tract of land containing 70.51 acres, more or less, situated in the Northern portion of Section 39, T10S-R3W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, Dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit A attached hereto.

Said lease shall be effective down to the base of the 10,600' Sand as described in Conservation Order No. 101-D, dated November 1, 1962.

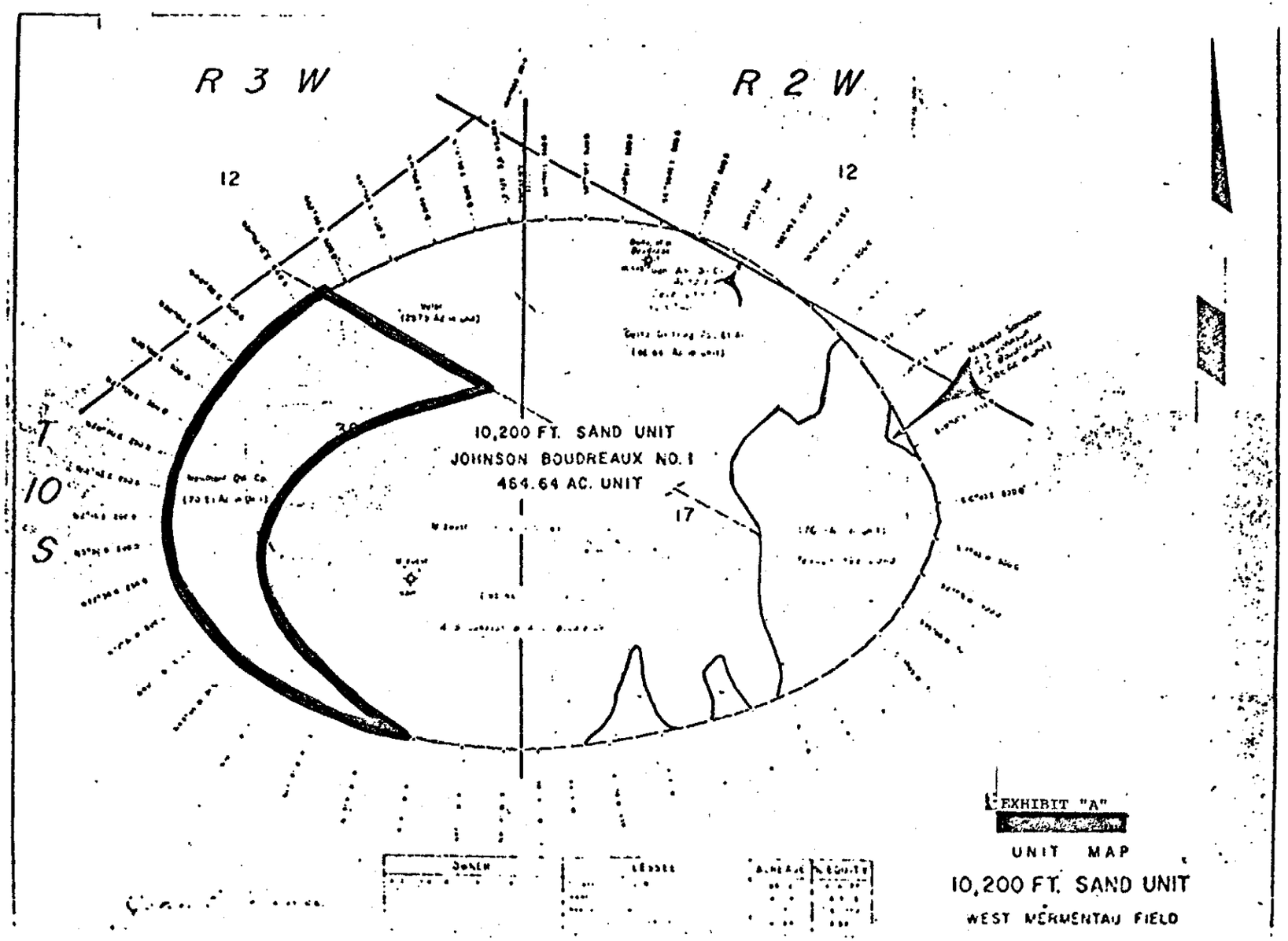
X STATE OF Ohio
COUNTY OF Hamilton

On this 22nd day of February, 1984, before me personally appeared BERNICE FOREMAN BOUDREAUX, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that SHE executed the same as HER free act and deed.

Juanita DeVaughn
NOTARY PUBLIC

My commission expires _____

JUANITA DeVAUGHN
Notary Public, State of Ohio
My Commission Expires May 17, 1986



GAY B. HUFF
Clerk & Ex-Officio Recorder

Exhibit D
Castex Development - Title and Lease History - 001038

78

450032

DECLARATION OF LEASE

RECEIVED AND FILED
1984 MAR 16 PM 1:58
Gay B. Hyde
CLERK OF COURT

Be It Known, that, MARK W. BOUDREAUX, ET AL

as Lessor(s), has granted a certain Oil, Gas and Mineral Lease to MARANATHA MINERAL CORPORATION, P.O. BOX 53091, Lafayette, Louisiana 70505, as Lessee, by instrument dated January 23, 1984, by which said Lessor(s) leased and let unto Lessee, for a valuable consideration, and subject to the terms, conditions and provisions of said lease, certain property situated in the State of Louisiana, Parish of Jefferson Davis, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

Said lease is for a primary term as therein stipulated, and as long thereafter as oil, gas or other hydrocarbon is produced from the leased premises are being developed in accordance with the provisions of said lease, or the lease is otherwise kept in force in some other manner therein provided.

Said lease gives Lessee the right to explore and drill for and produce oil, gas and other hydrocarbons, subject to the royalties and other payments therein provided for.

This declaration is to be placed of record to serve as notice of the execution and existence of said lease, and is in no way to supersede same or to abrogate, change, alter, or modify any of the terms or conditions or any of the rights or obligations of any of the parties, all of which are set forth in detail in said lease, which is made a part hereof by reference to the same effect as though written in extenso herein.

450032

WITNESSES:

X _____

X _____

X _____
MARK W. BOUDREAUX

MARANATHA MINERAL CORPORATION

by: _____
ALAN W. SHAW III

EXHIBIT "A"

That certain tract of land containing 70.51 acres, more or less, situated in the Northern portion of Section 39, T10S-R3W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, Dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit A attached hereto.

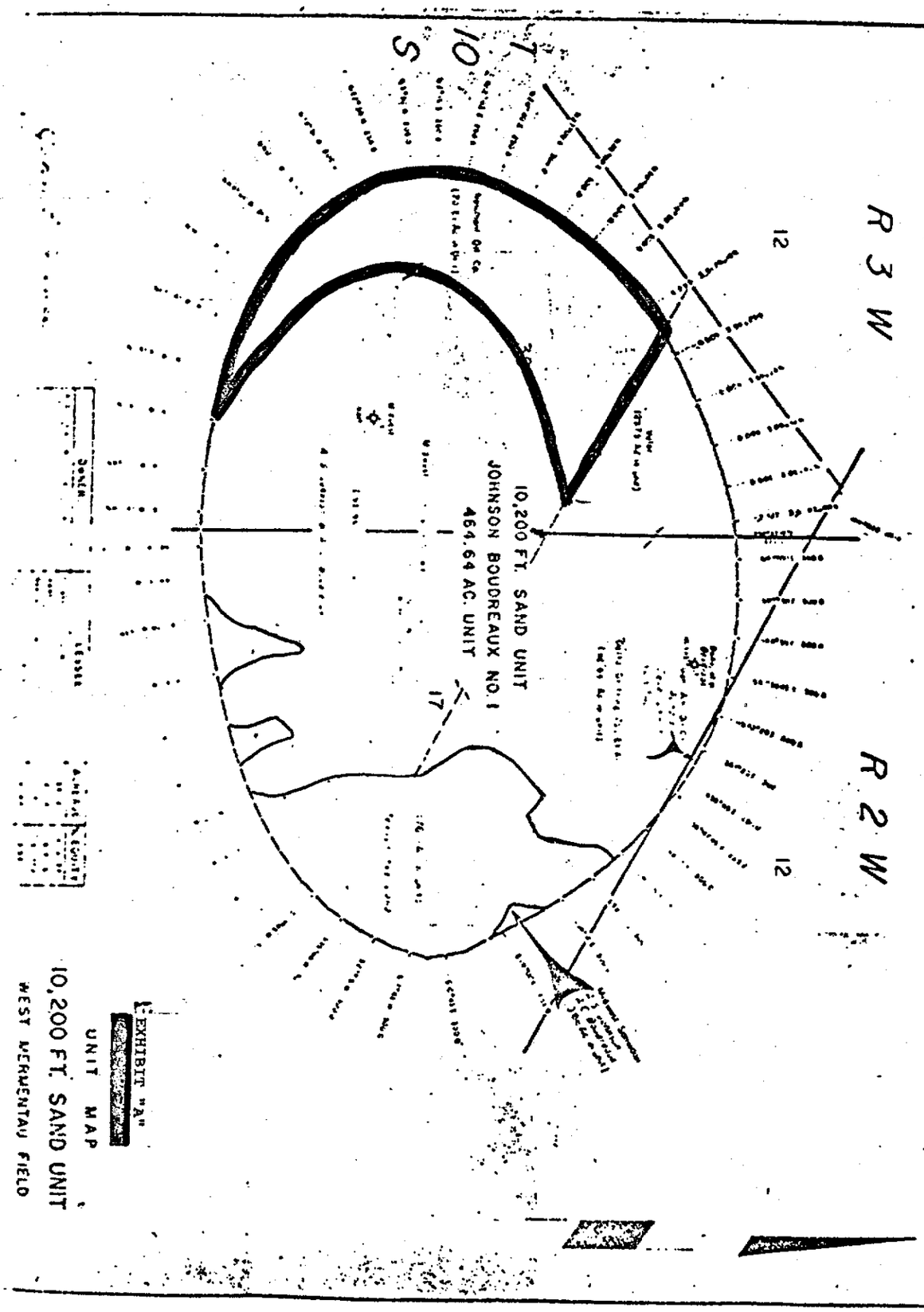
Said lease shall be effective down to the base of the 10,600' Sand as described in Conservation Order No. 101-D, dated November 1, 1962.

STATE OF Ohio
COUNTY OF Hamilton

On this 22nd day of February, 19 84,
before me personally appeared MARK W. BOUDREAUX,
to me known to be the person described in and who executed the foregoing
instrument, and acknowledged that HE executed the same
as His free act and deed.

Juanita DeVaughn
NOTARY PUBLIC

My commission expires JUANITA DeVAUGHN
Notary Public, State of Ohio
My Commission Expires May 17, 1988



GAY B. HUFF
Clerk & Ex-Officio Recorder

82 450033

DECLARATION OF LEASE

RECEIVED AND FILED
1984 MAR 16 PM 1:56
Gay B. Huff
CLERK OF COURT
JEFFERSON DAVIS PARISH

Be It Known, that, WAYNE BOUDREAUX, ET AL;

as Lessor(s), has granted a certain Oil, Gas and Mineral Lease to MARANATHA MINERAL CORPORATION, P.O. BOX 53091, Lafayette, Louisiana 70505, as Lessee, by instrument dated January 23, 1984, by which said Lessor(s) leased and let unto Lessee, for a valuable consideration, and subject to the terms, conditions and provisions of said lease, certain property situated in the State of Louisiana, Parish of Jefferson Davis, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

Said lease is for a primary term as therein stipulated, and as long thereafter as oil, gas or other hydrocarbon is produced from the leased premises are being developed in accordance with the provisions of said lease, or the lease is otherwise kept in force in some other manner therein provided.

Said lease gives Lessee the right to explore and drill for and produce oil, gas and other hydrocarbons, subject to the royalties and other payments therein provided for.

This declaration is to be placed of record to serve as notice of the execution and existence of said lease, and is in no way to supersede same or to abrogate, change, alter, or modify any of the terms or conditions or any of the rights or obligations of any of the parties, all of which are set forth in detail in said lease, which is made a part hereof by reference to the same effect as though written in extenso herein.

450033

WITNESSES:

X Joyce Dykema
X Barbara J. Reed

Wayne Boudreaux
WAYNE BOUDREAUX

MARANATHA MINERAL CORPORATION

by: Alan W. Shaw
ALAN W. SHAW III

Exhibit D
Castex Development - Title and Lease History - 001043

EXHIBIT "A"

That certain tract of land containing 70.51 acres, more or less, situated in the Northern portion of Section 39, T10S-R3W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, Dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit A attached hereto.

Said lease shall be effective down to the base of the 10,600' Sand as described in Conservation Order No. 101-D, dated November 1, 1962.

84

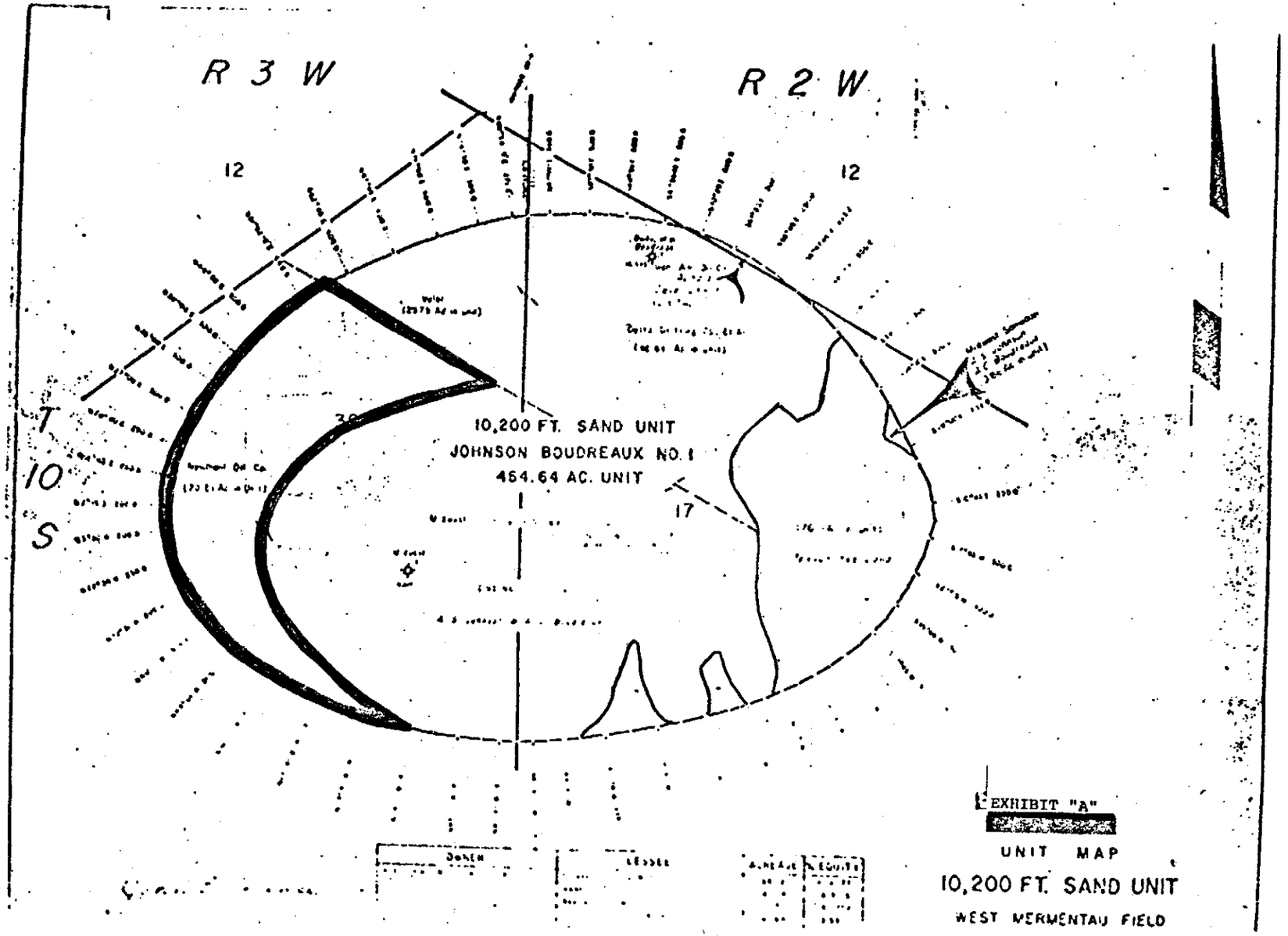
X STATE OF Michigan
COUNTY OF Muskegon

On this 1st day of March, 1984,
before me personally appeared WAYNE BOUDREAUX,
to me known to be the person described in and who executed the foregoing
instrument, and acknowledged that He executed the same
as his free act and deed.

Judith L. Marsh
NOTARY PUBLIC

My commission expires Dec 15, 1986

JUDITH L. MARSH
Notary Public, Muskegon County, Michigan
My Commission Expires December 15, 1986



85

GAY B. HUFF
Clerk & Ex-Officio Recorder

Exhibit D
Castex Development - Title and Lease History - 001046

384

450465

DECLARATION OF LEASE

RECEIVED AND FILED
1984 APR -3 AM 10: 23
Gay B. Hyde
CLERK OF COURT

Be It Known, that, ALBERT SIDNEY JOHNSON III, ET AL;

as Lessor(s), has granted a certain Oil, Gas and Mineral Lease to MARANATHA MINERAL CORPORATION, P.O. BOX 53019, Lafayette, Louisiana 70505, as Lessee, by instrument dated January 23, 2984, by which said Lessor(s) leased and let unto Lessee, for a valuable consideration, and subject to the terms, conditions and provisions of said lease, certain property situated in the State of Louisiana, Parish of Jefferson Davis, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

Said lease is for a primary term as therein stipulated, and as long thereafter as oil, gas or other hydrocarbon is produced from the leased premises are being developed in accordance with the provisions of said lease, or the lease is otherwise kept in force in some other manner therein provided.

Said lease gives Lessee the right to explore and drill for and produce oil, gas and other hydrocarbons, subject to the royalties and other payments therein provided for.

This declaration is to be placed of record to serve as notice of the execution and existence of said lease, and is in no way to supersede same or to abrogate, change, alter, or modify any of the terms or conditions or any of the rights or obligations of any of the parties, all of which are set forth in detail in said lease, which is made a part hereof by reference to the same effect as though written in extenso herein.

WITNESSES:

X _____

_____

_____

Y _____
ALBERT SIDNEY JOHNSON III

MARANATHA MINERAL CORPORATION

by: _____
ALAN W. SHAW III

450465

EXHIBIT "A"

That certain tract of land containing 70.51 acres, more or less, situated in the Northern portion of Section 39, T10S-R3W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, Dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit A attached hereto.

Said lease shall be effective down to the base of the 10,600' Sand as described in Conservation Order No. 101-D, dated November 1, 1962.

X STATE OF Colorado
COUNTY OF Douglas

On this 5th day of March, 1984,
before me personally appeared Albert Sidney Johnson III,
to me known to be the person described in and who executed the foregoing
instrument, and acknowledged that He executed the same
as His free act and deed.

Charlene J. Gleason
NOTARY PUBLIC

My commission expires MY COMMISSION EXPIRES 4-8-87
BANK OF THE WEST,
PARKER, COLO. 80134
PARKER RD. & MAIN

CORPORATION ACKNOWLEDGMENT

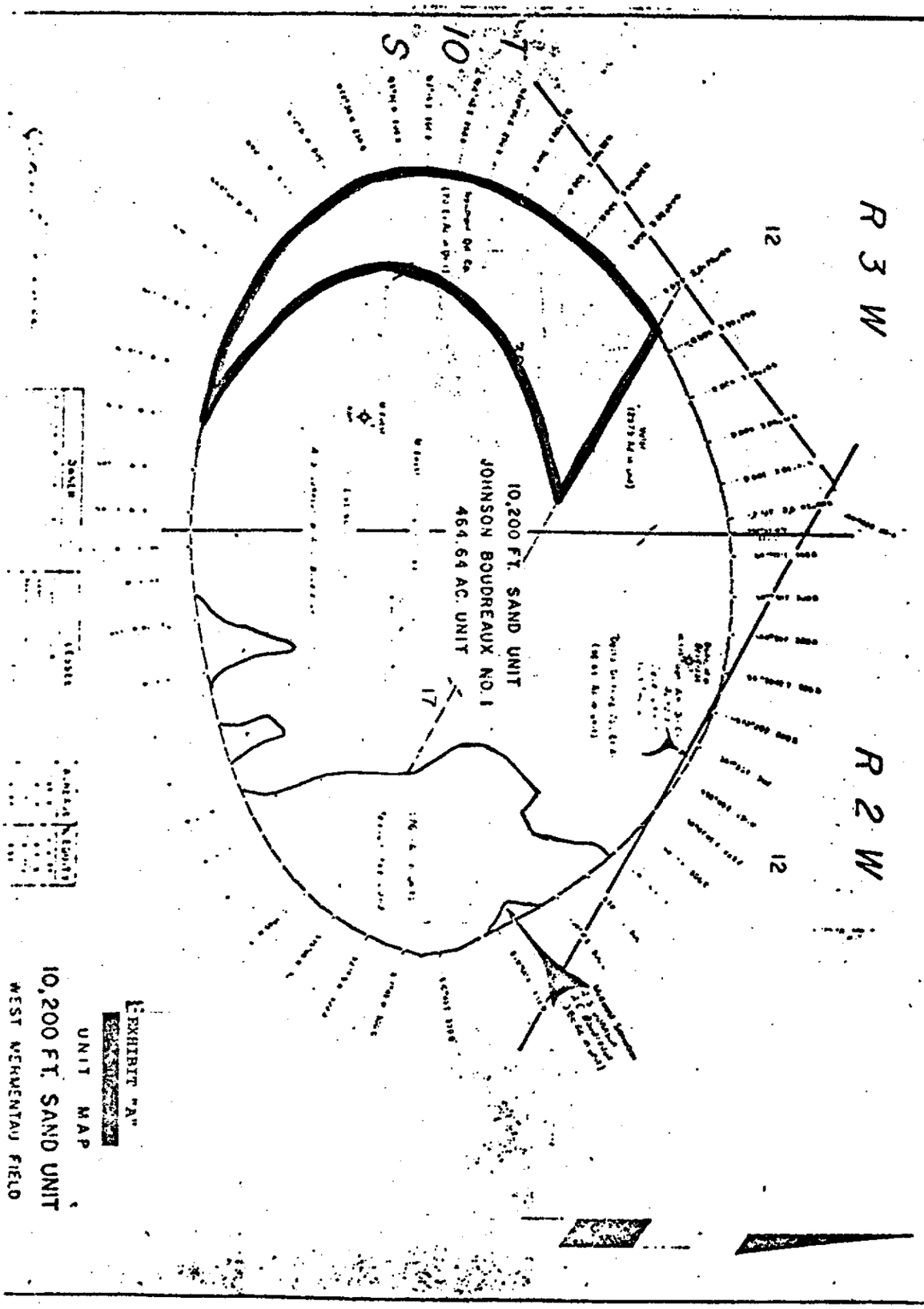
STATE OF LOUISIANA
PARISH OF LAFAYETTE

ON THIS 30th day of MARCH, 1984, before me, appeared ALAN W SHAWIII to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of the MARANATHA MINERAL CORPORATION and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said ALAN W. SHAW III acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

GAY B. HUFF
Clerk & Ex-Officio Recorder

388



GAY B. HUFF
CLERK & EX-OFFICIO RECORDER

450466

389

RECEIVED AND FILED
1984 APR -3 AM 10: 23
Gay B. Hope
CLERK OF COURT

DECLARATION OF LEASE

Be It Known, that, ALBERT SIDNEY JOHNSON III, ET AL;

as Lessor(s), has granted a certain Oil, Gas and Mineral Lease to MARANATHA MINERAL CORPORATION, P.O. Box 53091, Lafayette, Louisiana 70505, as Lessee, by instrument dated January 23, 1984, by which said Lessor(s) leased and let unto Lessee, for a valuable consideration, and subject to the terms, conditions and provisions of said lease, certain property situated in the State of Louisiana, Parish of Jefferson Davis, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

Said lease is for a primary term as therein stipulated, and as long thereafter as oil, gas or other hydrocarbon is produced from the leased premises are being developed in accordance with the provisions of said lease, or the lease is otherwise kept in force in some other manner therein provided.

Said lease gives Lessee the right to explore and drill for and produce oil, gas and other hydrocarbons, subject to the royalties and other payments therein provided for.

This declaration is to be placed of record to serve as notice of the execution and existence of said lease, and is in no way to supersede same or to abrogate, change, alter, or modify any of the terms or conditions or any of the rights or obligations of any of the parties, all of which are set forth in detail in said lease, which is made a part hereof by reference to the same effect as though written in extenso herein.

450466

WITNESSES:

X _____

X _____

X Albert Sidney Johnson III
ALBERT SIDNEY JOHNSON III

MARANATHA MINERAL CORPORATION

by: _____
ALAN W. SHAW III

EXHIBIT "A"

That certain tract of land containing 122.63 acres, more or less, situated in the Northern portion of Section 17, T10S-R2W and Section 39, T10S-R3W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit "A" attached hereto.

XSTATE OF COLORADO
COUNTY OF DOUGLAS

On this 5th day of MARCH, 1984, before me personally appeared ALBERT SIDNEY JOHNSON III, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that HE executed the same as HIS free act and deed.

Charlene J. Slaven
NOTARY PUBLIC

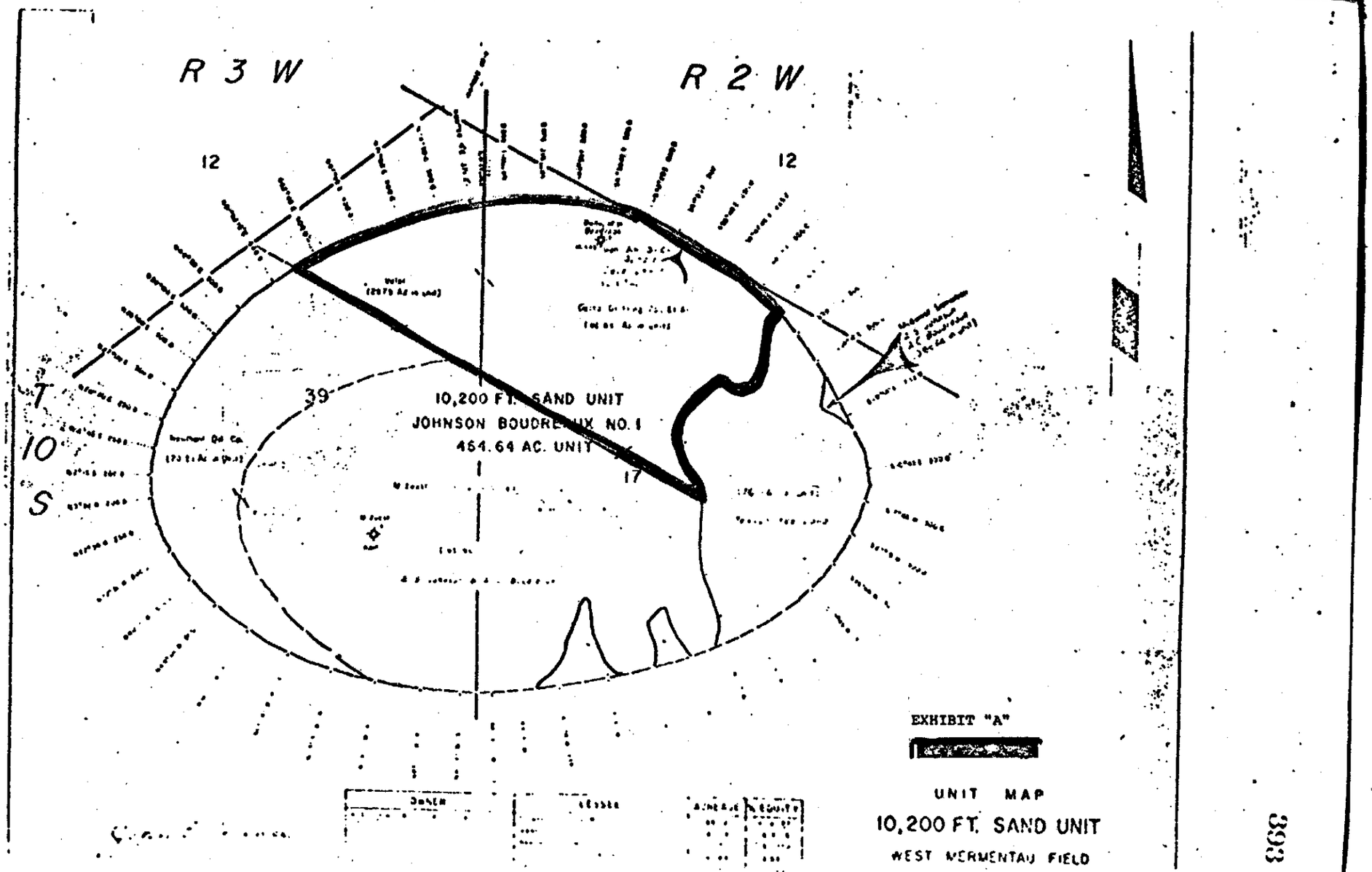
My commission expires COMMISSION EXPIRES 4-8-87
BANK OF THE WEST,
PARKER, COLO. 80134
PARKER RD. & MAIN

CORPORATION ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF LAFAYETTE

ON THIS 30th day of MARCH, 1984, before me, appeared ALAN W SHAWIII to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of the MARANATHA MINERAL CORPORATION and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said ALAN W. SHAW III acknowledged said instrument to be the free act and deed of said corporation.

Diane Cella Jackson
Notary Public



GAY B. HUFF
Clerk & Ex-Officio Recorder

393

Exhibit D
Castex Development - Title and Lease History - 001056

394

450467

DECLARATION OF LEASE

RECEIVED AND FILED
1984 APR -3 AM 10: 24
Gay B. Hogge
CLERK OF COURT
JEFFERSON DAVIS PARISH

Be It Known, that, ALBERT SIDNEY JOHNSON III, ET AL;

as Lessor(s), has granted a certain Oil, Gas and Mineral Lease to MARANATHA MINERAL CORPORATION, P.O. BOX53091, Lafayette, Louisiana 70505, as Lessee, by instrument dated January 23, 1984, by which said Lessor(s) leased and let unto Lessee, for a valuable consideration, and subject to the terms, conditions and provisions of said lease, certain property situated in the State of Louisiana, Parish of Jefferson Davis, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

450467

Said lease is for a primary term as therein stipulated, and as long thereafter as oil, gas or other hydrocarbon is produced from the leased premises are being developed in accordance with the provisions of said lease, or the lease is otherwise kept in force in some other manner therein provided.

Said lease gives Lessee the right to explore and drill for and produce oil, gas and other hydrocarbons, subject to the royalties and other payments therein provided for.

This declaration is to be placed of record to serve as notice of the execution and existence of said lease, and is in no way to supersede same or to abrogate, change, alter, or modify any of the terms or conditions or any of the rights or obligations of any of the parties, all of which are set forth in detail in said lease, which is made a part hereof by reference to the same effect as though written in extenso herein.

WITNESSES:

Albert Sidney Johnson III
ALBERT SIDNEY JOHNSON III

MARANATHA MINERAL CORPORATION

BY: Alan W. Shaw
ALAN W. SHAW III

EXHIBIT "A"

That certain tract of land containing 193.86 acres, more or less, situated in the Northern portion of Section 39, T10S-R3W and Section 17, T10S-R2W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit "A" attached hereto.

STATE OF COLORADO
COUNTY OF DOUGLAS

On this 5th day of MARCH, 19 84,
before me personally appeared ALBERT SIDNEY JOHNSON III,
to me known to be the person described in and who executed the foregoing
instrument, and acknowledged that HE executed the same
as HIS free act and deed.

Charlene J. Mason
NOTARY PUBLIC

My commission expires MY COMMISSION EXPIRES 4.8.87
BANK OF THE WEST,
PARKER, COLO. 80134
PARKER RD. & MAIN

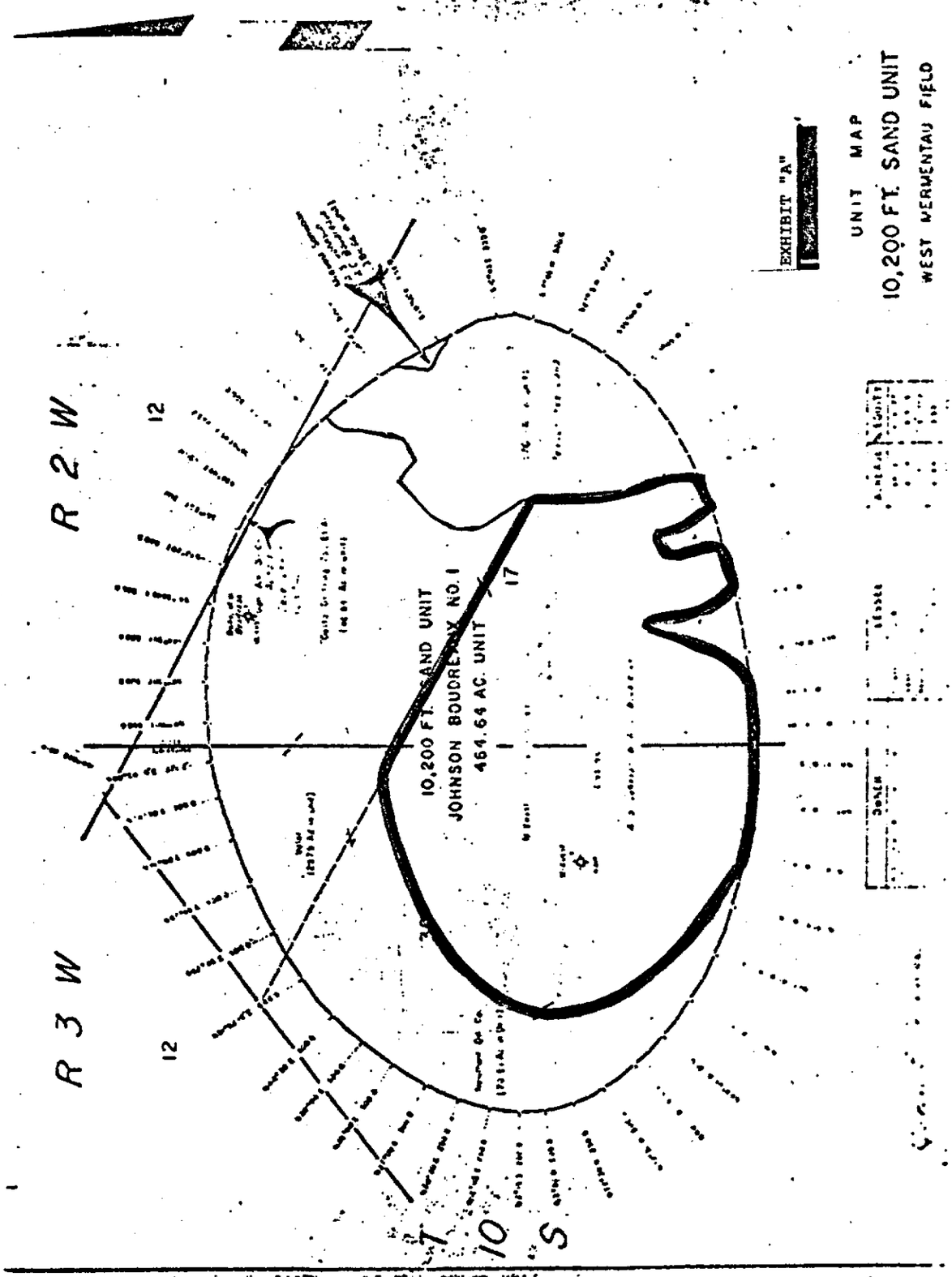
CORPORATION ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

ON THIS 30th day of MARCH, 1984, before me, appeared ALAN W SHAWIII to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of the MARANATHA MINERAL CORPORATION and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said ALAN W. SHAW III acknowledged said instrument to be the free act and deed of said corporation.

Diane Della Jamison
Notary Public



GAY B. HUFF
CLERK & EX-OFFICIO RECORDER

450468 399

DECLARATION OF LEASE

RECEIVED AND FILED
1984 APR -3 AM 10: 24
Gay B. Hagle
CLERK OF COURT

Be It Known, that, ALBERT SIDNEY JOHNSON III, ET AL:

as Lessor(s), has granted a certain Oil, Gas and Mineral Lease to MARANATHA MINERAL CORPORATION, P.O. BOX 53091, Lafayette, Louisiana 70505, as Lessee, by instrument dated January 23, 1984, by which said Lessor(s) leased and let unto Lessee, for a valuable consideration, and subject to the terms, conditions and provisions of said lease, certain property situated in the State of Louisiana, Parish of Jefferson Davis, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

Said lease is for a primary term as therein stipulated, and as long thereafter as oil, gas or other hydrocarbon is produced from the leased premises are being developed in accordance with the provisions of said lease, or the lease is otherwise kept in force in some other manner therein provided.

Said lease gives Lessee the right to explore and drill for and produce oil, gas and other hydrocarbons, subject to the royalties and other payments therein provided for.

This declaration is to be placed of record to serve as notice of the execution and existence of said lease, and is in no way to supersede same or to abrogate, change, alter, or modify any of the terms or conditions or any of the rights or obligations of any of the parties, all of which are set forth in detail in said lease, which is made a part hereof by reference to the same effect as though written in extenso herein.

450468

WITNESSES:

X _____

X _____

X _____
ALBERT SIDNEY JOHNSON III

MARANATHA MINERAL CORPORATION

by: _____
ALAN W. SHAW III

Exhibit D
Castex Development - Title and Lease History - 001062

EXHIBIT "A"

400 In Township 10 South, Range 3 West in Section 39 and Township 10 South, Range 2 West in Sections 17 and 18.

All of the lands acquired by Albert Sidney Johnson and Adolphe C. Boudreaux from Jean Castex, Jr. by Act of Sale dated April 30, 1934, recorded under File No. 81759 of the Conveyance Records of Jefferson Davis Parish, Louisiana, insofar, and only insofar, as said lands fall and lie east of a north-south line having a Lambert Coordinate of X = 1,591,150 feet; LESS AND EXCEPT, however, all lands situated within the geographical boundaries of the following described units:

(1) HET 1 SUA created by Louisiana Department of Conservation Order No. 101-E, effective December 1, 1962.

(2) 10,200 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-C, effective April 1, 1962, as amended by Order No. 101-C-1, effective December 9, 1971, LESS AND EXCEPT all rights below the stratigraphic equivalent of the 10,600 foot sand as defined in Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962, insofar, and only insofar, as said rights underlie a tract of land containing 70.51 acres situated in Section 39, Township 10 South, Range 3 West, and more fully described in an oil and gas lease dated July 6, 1971, granted to Ruffin T. Lowry and recorded in Conveyance Book 358, at Page 846, under File No. 352892, records of Jefferson Davis Parish, Louisiana, said rights under said tract being leased herein.

(3) 10,600 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962.

And, also, LESS AND EXCEPT, the following described tracts:

(1) That ten acre parcel of land situated in Section Eighteen (18) Township Ten (10) South of Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10-acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence, leaving the River and running South 37° 00' West 693.5 feet; thence, North 72° 06' West 691.5 feet to lower side line of the Robira 10 acres; thence, following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

(2) That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the Corner between Section Eighteen (18) Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence, South 53° East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West 921 feet South of the corner between the two said Sections; thence, South 53° East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37° East 726 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River; thence, North 53° West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence, South 37° West 358 feet to the point of beginning and containing ten (10) acres.

X STATE OF COLORADO
COUNTY OF DOUGLAS

On this 5TH day of MARCH, 19 84,
before me personally appeared ALBERT SIDNEY JOHNSON III,
to me known to be the person described in and who executed the foregoing
instrument, and acknowledged that HE executed the same
as HIS free act and deed.

Charlene J. Slavin
NOTARY PUBLIC

My commission expires MY COMMISSION EXPIRES 4-8-87
BANK OF THE WEST,
PARKER, COLO. 80134
PARKER RD. & MAIN

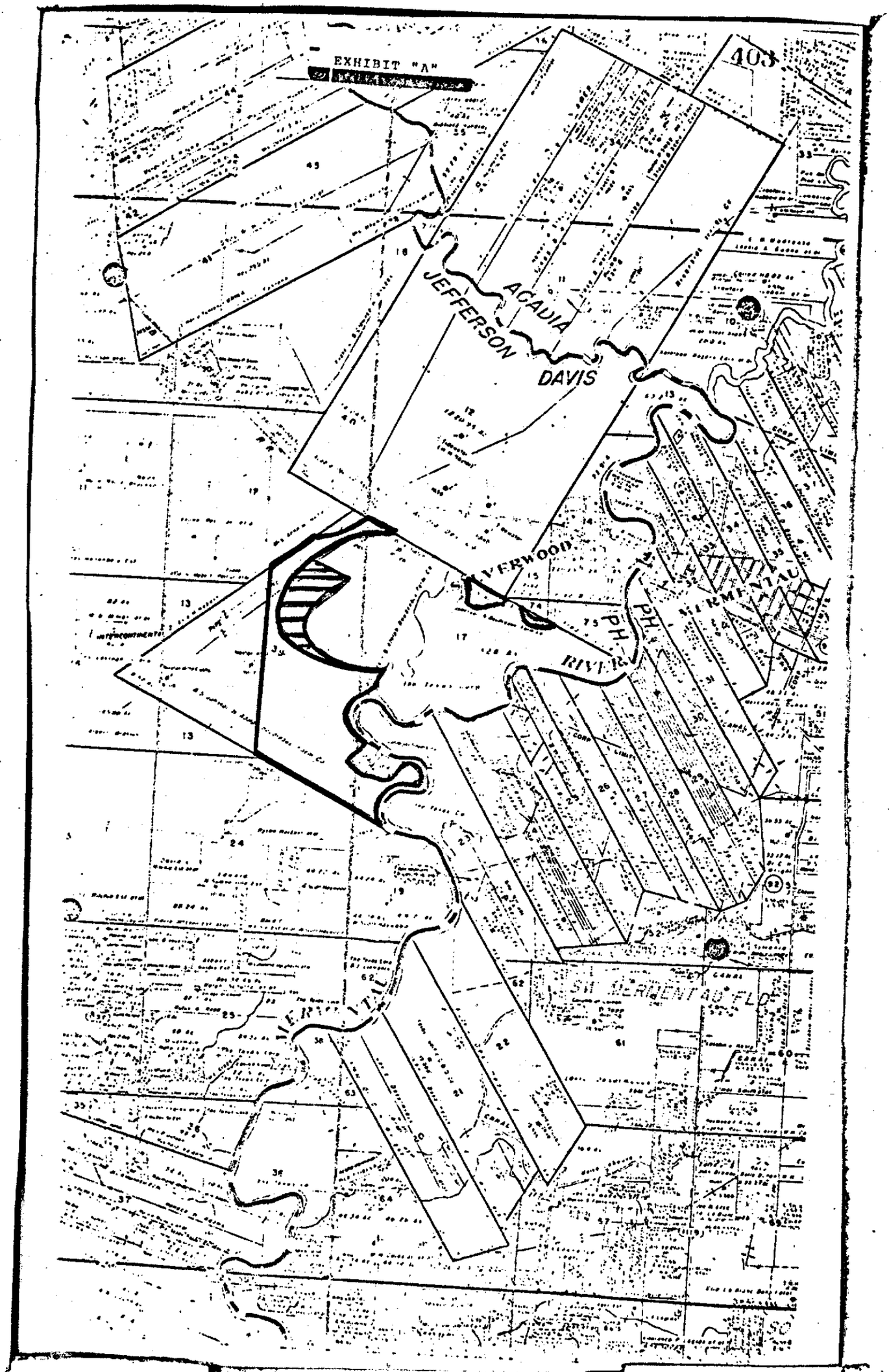
CORPORATION ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

ON THIS 30th day of MARCH, 1984, before me, appeared ALAN W SHAWIII to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of the MARANATHA MINERAL CORPORATION and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said ALAN W. SHAW III acknowledged said instrument to be the free act and deed of said corporation.

Notary Public



GAY B. HUFF
Clerk & Ex-Officio Recorder

MARANATHA MINERAL CORP TO CARROLL E POOLER JR ASSIGN

242 450930

RECEIVED AND FILED
1984 APR 24 AM 10: 32
Gay B. Huff
CLERK OF COURT

ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

STATE OF LOUISIANA

PARISH OF LAFAYETTE

KNOW ALL MEN BY THESE PRESENTS:

THAT, MARANATHA MINERAL CORPORATION, whose address is P.O. Box 53091, Lafayette, Louisiana 70505, hereinafter referred to as "Assignor" is the owner of the Oil, Gas and Mineral leases described and delineated on Exhibit "A", which is attached hereto and made a part hereof for all purposes.

NOW, THERFORE, in consideration of the sum of ONE HUNDRED AND NO/100THS ($100.00 & OVC) DOLLARS AND OTHER VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, transfer, assign and convey unto CARROLL E. POOLER, JR., husband of Barbara Pollock, whose address is 143 Ridgeway Drive, Lafayette, Louisiana 70503, hereinafter referred to as "Assignee" all of its rights, title and interests in and to the Oil, Gas and Mineral leases described in Exhibit "A".

This assignment is made without warranty, but with full substitution of all rights and actions in warranty. It is further understood and agreed by the parties hereto that as additional consideration to Assignor, Assignee agrees to indemnify, hold harmless and defend Assignor against any and all claims and/or actions filed or asserted which may arise as a result of Assignor's past ownership of the leases described in Exhibit "A", which claims and/or actions arise as a result of the actions and/or inactions of or by Assignee or subsequent Assignees and/or holders of the leases described in Exhibit "A".

IN WITNESS WHEREOF, this instrument is executed as of this April 13, 1984.

WITNESSES:

Rachel D. Conway

Rachel D. Conway

Donna B Belsito

MARANATHA MINERAL CORPORATION

by: Alan W. Shaw III
ALAN W. SHAW III, Assignor

CARROLL E. POOLER, JR., Assignee

Thus done and signed this 13th day of April 1984 at Lafayette, Louisiana.

NOTARY PUBLIC in and for Lafayette Parish

1. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Reuben Raymond Bruce, et al, and Maranatha Mineral Corporation, covering and affecting 450.84 acres in Section 39, T10s-R3w and Sections 17 and 18, T10s-R2w, Jefferson Davis Parish, Louisiana and recorded in the records of the said Parish and State under the Declaration of Lease Entry No. 450018.

2. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Reuben Raymond Bruce, et al and Maranatha Mineral Corporation, covering and affecting 193.86 acres in Section 39, T10s-R3w and Section 17, T10s-R2w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and state under the Declaration of Lease Entry No. 450022.

3. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Reuben Raymond Bruce, et al and Maranatha Mineral Corporation, covering and affecting 122.63 acres in Section 17, T10s-R2w and Section 39, T10s-R3w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration of Lease Entry No. 450026.

4. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Reuben Raymond Bruce, et al and Maranatha Mineral Corporation, covering and affecting 70.51 acres in Section 39, T10s-R3w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration of Lease Entry No. 450030.

5. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Bernice Foreman Boudreaux and Maranatha Mineral Corporation, covering and affecting 450.84 acres in Section 39, T10s-R3w and Section 17 and 18, T10s-R2w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Delcaration of Lease Entry No.450019.

6. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Bernice Foreman Boudreaux and Maranatha Mineral Corporation, covering and affecting 193.86 acres in Section 39, T10s-R3w and Section 17, T10s-R2w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration fo Lease Entry No. 450023.

7. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Bernice Foreman Boudreaux and Maranatha Mineral Corporation,covering and affecting 122,63 acres in Section 17, T10s-R2w and Section 39, T10s-R3w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration of Lease Entry No. 450027.

8. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Bernice Foreman Boudreaux and Maranatha Mineral Corporation, covering and affecting 70.51 acres in Section 39, T10s-R3w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration of Lease Entry No. 450031.

9. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Mark W. Boudreaux and Maranatha Mineral Corporation, covering and affecting 450.84 acres in Section 39, T10s-R3w and Sections 17 and 18, T10s-R2w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration of Lease Entry No. 450020.

10. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Mark W. Boudreaux and Maranatha Mineral Corporation, covering and affecting 193.86 acres in Section 39, T10s-R3w and Section 17, T10s-R2w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration of Lease Entry No. 450024.

11. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Mark W. Boudreaux and Maranatha Mineral Corporation, covering and affecting 122.63 acres in Section 17, T10s-R2w and Section 39, T10s-R3w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration of Lease Entry No. 450028.

12. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Mark W. Boudreaux, and Maranatha Mineral Corporation, covering and affecting 70.51 acres in Section 39, T10s-R3w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration of Lease Entry No. 450032.

13. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Wayne Boudreaux and Maranatha Mineral Corporation, covering and affecting 450.84 acres in Section 39, T10s-R3w and Sections 17 and 18, T10s-R2w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration of Lease Entry No. 450021.

14. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Wayne Boudreaux and Maranatha Mineral Corporation, covering and affecting 193.86 acres in Section 39, T10s-R3w and Section 17, T10s-R2w, Jefferson Davis Parish, Louisiana and recorded in the Records of the Said Parish and State under the Declaration of Lease Entry No. 450025.

15. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Wayne Boudreaux and Maranatha Mineral Corporation, covering and affecting 122.63 acres in Section 17,-T10s-R2w and Section 39, T10s-R3w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration of Lease Entry No. 450029.

16. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Wayne Boudreaux and Maranatha Mineral Corporation, covering and affecting 70.51 acres in Section 39, T10s-R3w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration of Lease Entry No. 450033.

17. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Albert Sidney Johnson III and Maranatha Mineral Corporation, covering and affecting 450.84 acres in Secion 39, T10s-R3w and Sections 17 and 18, T10s-R2w, Jefferson Davis Parish, Louisiana and recorded in the records of the said Parish and State under the Declaration of Lease Entry No. 450468.

18. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Albert Sidney Johnson III and Maranatha Mineral Corporation, covering and affecting 193.86 acres in Section 39, T10s-R3w and Section 17, T10s-R2w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration fo Lease Entry No. 450467.

19. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Albert Sidney Johnson III and Maranatha Mineral Corporation, covering and affecting 122,63 acres in Section 17, T10s-R2w and Section 39, T10s-R3w, Jefferson Davis Parish, Louisiana and recorded in the Records of the Said Parish and State under the Declaration of Lease Entry No. 450466.

20. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Albert Sidney Johnson III and Maranatha Mineral Corporation, covering and affecting 70.51 acres in Section 39, T10s-R3w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration of Lease Entry No. 450465.

GAY B. HUFF
CLERK DISTRICT COURT
JENNINGS, LOUISIANA

451397

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1984 MAY 14 AM 9:13
Gay B. Huff
CLERK OF COURT

ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

STATE OF LOUISIANA *
* KNOW ALL MEN BY THESE PRESENTS: THAT
PARISHES OF JEFFERSON DAVIS *
AND ACADIA

LYNAL, INC., a Louisiana Corporation, whose address is P. O. Box 52185, Lafayette, Louisiana, 70505, hereinafter referred to as "ASSIGNOR", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and for which due acquittance is hereby granted does hereby assign, transfer, sell, and convey unto RAMSAY CORPORATION, a Texas Corporation, whose address is P. O. Box 52027, Lafayette, Louisiana, 70505, hereinafter referred to as "ASSIGNEE", and to its successors and assigns an undivided one-half (50.00%) interest in and to the Oil, Gas and Mineral Leases affecting lands situated in Jefferson Davis and Acadia Parishes, Louisiana, described in Exhibit "A" attached hereto and made a part hereof.

Should the leases not validly cover and affect all of the oil, gas and other minerals and mineral rights covering the lands described therein, or in the event of failure of title to the lessor, the working interest herein transferred shall be proportionately reduced as to the interest or acreage affected.

This assignment is made and accepted subject to the overriding royalty interests assigned under those certain Assignments of Overriding Royalty previously made and affecting the Oil, Gas and Mineral Leases assigned herein. Assignee shall bear its proportionate part of such previously assigned overriding royalty interest. Subject to the foregoing, this assignment is made without warranty of title on the part of Assignor except that Assignor warrants against anyone asserting an adverse claim of title to the leases that arises by, through or under any act of Assignor; but this Assignment is made with transfer and subrogation of rights and actions of warranty which Assignor may have as to the interest assigned.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns in accordance with the terms and provisions of the above Oil, Gas and Mineral Leases and the assignments pertaining thereto affecting said leases as of the date of this instrument.

451397

The provisions of this Assignment shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of all parties thereto.

This assignment is executed by Assignor without any warranty of title or recourse whatsoever, but with full substitution of all of Assignor's rights and actions in warranty against all other persons whomsoever.

IN WITNESS WHEREOF, this instrument is executed as of this 30th day of April, 1984.

WITNESSES:

LYNAL, INC.

BY: Douglas Lynn
DOUGLAS LYNN, President

STATE OF LOUISIANA

PARISH OF LAFAYETTE

On this 30th day of April, 1984, before me appeared DOUGLAS LYNN, to me personally known, who, being by me duly sworn, did say that he is the President of LYNAL, INC., and that the foregoing instrument was signed by him in behalf of said corporation by authority of its Board of Directors, and said DOUGLAS LYNN, acknowledged said instrument to be the free act and deed of said corporation.

Phyllis D. Crisley
NOTARY PUBLIC

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases between Lynal, Inc., as Assignor, and Ramsay Corporation, as Assignee, in the W. Mermentau Area, Jefferson Davis and Acadia Parishes, Louisiana.

L-81-2535A Oil, Gas and Mineral Lease dated July 21, 1981, between Lydia McBride Boudreaux, et al, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 510, under Entry No. 431254, of the Records of Jefferson Davis Parish, Louisiana, covering 450.84 acres, more or less.

L-81-2535B Oil, Gas and Mineral Lease dated July 21, 1981, between Yvette Marie Boudreaux LeFleur, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 510, under Entry No. 431253, of the Records of Jefferson Davis Parish, Louisiana, covering 450.84 acres, more or less.

L-81-2535C Oil, Gas and Mineral Lease dated July 21, 1981, between Bernice F. Boudreaux, et al, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 512, under Entry No. 431825, of the Records of Jefferson Davis Parish, Louisiana, covering 450.84 acres, more or less.

L-81-2535D Oil, Gas and Mineral Lease dated July 21, 1981, between Albert S. Johnson, III, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 512, under Entry No. 431824, of the Records of Jefferson Davis Parish, Louisiana, covering 450.84 acres, more or less.

L-81-2815 Oil, Gas and Mineral Lease dated February 1, 1982, between Cities Service Company, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 526, under Entry No. 435811, of the Records of Jefferson Davis Parish, Louisiana, covering 20.00 acres, more or less.

L-81-2882 Oil, Gas and Mineral Lease dated July 8, 1982, between Jennings Norwood Farm and Irrigation Company, Inc., as Lessor, and Lynal, Inc., as Lessee, recorded in Book 536, under Entry No. 438683, of the Records of Jefferson Davis Parish, Louisiana, covering 20.00 acres, more or less.

L-81-2883 Oil, Gas and Mineral Lease dated July 8, 1982, between Jennings Norwood Farm and Irrigation Company, Inc., as Lessor, and Lynal, Inc., as Lessee, recorded in Book 536, under Entry No. 438682, of the Records of Jefferson Davis Parish, Louisiana, covering 376.00 acres, more or less.

L-81-2884A Oil, Gas and Mineral Lease dated July 30, 1982, between Forest Golden, et al, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 536, under Entry No. 438645, of the Records of Jefferson Davis Parish, Louisiana, covering 10.00 acres, more or less.

L-81-2884B Oil, Gas and Mineral Lease dated July 30, 1982, between Barbara Jean Snodgrass James, et al, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 537, under Entry No. 438926, of the Records of Jefferson Davis Parish, Louisiana, covering 10.00 acres, more or less.

L-81-2884C Oil, Gas and Mineral Lease dated July 30, 1982, between Joseph Glenn Snodgrass, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 537, under Entry No. 438927, of the Records of Jefferson Davis Parish, Louisiana, covering 10.00 acres, more or less.

L-81-2884D Oil, Gas and Mineral Lease dated July 30, 1982, between Dana Eastman Melton, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 538, Page 436, under Entry No. 439314, of the Records of Jefferson Davis Parish, Louisiana, covering 10.00 acres, more or less.

L-81-2884E Oil, Gas and Mineral Lease dated July 30, 1982, between Hilda B. G. Buckley, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 546, under Entry No 441516, of the Records of Jefferson Davis Parish, Louisiana, covering 10.00 acres, more or less.

L-81-2961A Oil, Gas and Mineral Lease dated August 11, 1982, between Bernice F. Boudreaux, et al, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 538, Page 441, under Entry No. 439315, of the Records of Jefferson Davis Parish, Louisiana, covering 60.00 acres, more or less.

L-81-2961B Oil, Gas and Mineral Lease dated August 11, 1982, between Lydia M. Boudreaux, et al, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 538, Page 445, under Entry No. 439316, of the Records of Jefferson Davis Parish, Louisiana, covering 60.00 acres, more or less.

L-81-2961C Oil, Gas and Mineral Lease dated August 11, 1982, between Milton F. Bourdier, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 538, Page 451, under Entry No. 439317, of the Records of Jefferson Davis Parish, Louisiana, covering 60.00 acres, more or less.

L-81-2962A Oil, Gas and Mineral Lease dated August 9, 1982, between Josephine C. Heywood, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 538, Page 455, under Entry No. 439318, of the Records of Jefferson Davis Parish, Louisiana, covering 99.00 acres, more or less.

L-81-2962B Oil, Gas and Mineral Lease dated August 9, 1982, between Bowman Land Company, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 538, Page 459, under Entry No. 439319, of the Records of Jefferson Davis Parish, Louisiana, covering 99.00 acres, more or less.

L-81-3132A Oil, Gas and Mineral Lease dated July 24, 1983, between Lydia M. Boudreaux, et al, as Lessor, and Lynal, Inc., as Lessee, recorded in Book W-41, Page 569, under Entry No. 501128, of the Records of Acadia Parish, Louisiana, covering 131.50 acres, more or less.

L-81-3132B Oil, Gas and Mineral Lease dated July 24, 1983, between Bernadine B. Zibilich, as Lessor, and Lynal, Inc., as Lessee, recorded in Book W-41, Page 563, under Entry No. 501127, of the Records of Acadia Parish, Louisiana, covering 131.50 acres, more or less.

L-81-3132C Oil, Gas and Mineral Lease dated July 24, 1983, between Milton F. Bourdier, as Lessor, and Lynal, Inc., as Lessee, recorded in Book W-41, Page 557, under Entry No. 501126, of the Records of Acadia Parish, Louisiana, covering 131.50 acres more or less.

L-81-3132D Oil, Gas and Mineral Lease dated July 24, 1983, between Bernice F. Boudreaux, et al, as Lessor, and Lynal, Inc., as Lessee, recorded in Book W-41, Page 575, under Entry No. 501129, of the Records of Acadia Parish, Louisiana, covering 131.50 acres, more or less.

L-81-3132E Oil, Gas and Mineral Lease dated July 24, 1983, between Yvette M. B. LeFleur, as Lessor, and Lynal, Inc., as Lessee, recorded in Book W-41, Page 581, under Entry No. 501130, of the Records of Acadia Parish, Louisiana, covering 131.50 acres, more or less.

L-81-3138 Oil, Gas and Mineral Lease dated August 11, 1983, between Eugene F. Van Geffen, et al, as Lessor, and Lynal, Inc., as Lessee, recorded in Book A-42, Page 89, under Entry No. 502354, of the Records of Acadia Parish, Louisiana, covering 321.66 acres, more or less.

STATE OF LOUISIANA
PARISH OF ACADIA

I hereby certify that the above and foregoing is a true and correct copy of Original Act No. 207910, filed for record on 5-10 1984. at 9:37 O'clock A M., in Conv, Book R42, Page 372.

Witness my hand and seal of Office at Crowley, Acadia Parish, La., on this 10 day May 1984.

Rebecca A Mire
Deputy Clerk

GAY B. HUFF, CLERK OF COURT

451439

RELEASE OF OIL AND GAS LEASE

659

THE STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged does hereby, RELEASE, RELINQUISH, and SURRENDER to the original lessors named in said lease, their heirs, successors and assigns all of the right, title and interest of the undersigned in, to and under that certain oil, gas and mineral lease described below:

Oil, Gas and Mineral Lease dated July 6, 1971, by and between Mark A. Boudreaux, et al, as lessor, and Ruffin T. Lowrey, as lessee, covering 70.51 acres, more or less, in Jefferson Davis Parish, Louisiana, recorded in Volume 358, page 846, under Entry No. 352892 of the Conveyance Records of Jefferson Davis Parish, Louisiana

IN WITNESS WHEREOF, this instrument is executed on this 15th day of February, 1984.

451439

WITNESSES:

Bessa Whitehouse

Leanna Horton

ATTEST:

Dorothy Hitt

Dorothy Hitt, Assistant Secretary

NEWMONT OIL COMPANY

Samuel C. Guy

Samuel C. Guy, Vice President

MARTIN YATES, III

ATTORNEY-IN-FACT

Ken Beardemphl

Bettye Hodges

YATES DRILLING COMPANY

ATTORNEY-IN-FACT

Catherine Moncan

Jean J Boudreaux

MAR-LOW CORPORATION

Ruffin T. Lowrey

RECEIVED AND FILED
1984 MAY 16 AM 9 1

Exhibit D
Castex Development - Title and Lease History 001076

State of New Mexico)
: ss
County of Eddy)

This foregoing instrument was acknowledged before me this 26th day of April, 1984 by Frank Yates, Attorney-in-Fact for Martin Yates III, and by Peyton Yates, Attorney-in-Fact for Yates Drilling Company, a New Mexico corporation, on behalf of said corportion.

My commission expires:

4/Oct. 28, 1987

Gloria A. Adams
Notary Public

SINGLE ACKNOWLEDGEMENT

THE STATE OF _____ I
I
COUNTY OF _____ I

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person___ whose name___ is/are subscribed to the foregoing instrument and acknowledged to me that ___he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 1984.

_____
Notary Public in and for _____
County, _____

*****

CORPORATION ACKNOWLEDGEMENT

THE STATE OF TEXAS I
I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Samuel C. Guy, known to me to be the person whose name is subscribed to the foregoing instrument as, Vice President of Newmont Oil Company, a corporation, and acknowledged to me that he executed the same for purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 16th day of February, 1984.

Sara Anne Kerley
Notary Public in and for Harris
County, Texas

My Commission Expires: 6/24/84

SARA ANNE KERLEY
Notary Public, State of Texas
My Commission Expires 6-24-84

*****

THE STATE OF _____ I
I
COUNTY OF _____ I

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument as, _____ of Yates Drilling Company, a corporation, and acknowledged to me that he executed the same for purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this _____ day of _____, 1984.

_____
Notary Public in and for _____
County, _____

THE STATE OF LOUISIANA I
PARISH I
~~COUNTY~~ OF LAFAYETTE I

BEFORE ME, the undersigned authority, on this day personally appeared RUFFIN T. LOWRY, known to me to be the person whose name is subscribed to the foregoing instrument as, PRESIDENT of Mar-Low Corporation, a corporation, and acknowledged to me that he executed the same for purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 8th day of MARCH, 1984.

Phyllis D. Crosby
Notary Public in and for LAFAYETTE
~~County~~, LOUISIANA
PARISH

GAY B. HUFF, CLERK OF COURT

LYNAL INC ETAL TO SOHIO PETR CO 451918 ASSIGN 231

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1984 JUN -7 AM 10:46

ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

STATE OF LOUISIANA *
PARISHES OF ACADIA & JEFFERSON DAVIS * KNOW ALL MEN BY THESE PRESENTS: THAT,

LYNAL, INC., a Louisiana corporation, whose address is P. O. Box 52185, Lafayette, Louisiana, 70505, and RAMSAY CORPORATION, whose address is P. O. Box 52027, Lafayette, Louisiana, 70505, hereinafter collectively referred to as "ASSIGNOR", for and in consideration of the sum of One Hundred Dollars ($100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed and for which due acquittance is hereby granted, does hereby assign, transfer, sell and convey unto SOHIO PETROLEUM COMPANY, whose address is 9401 Southwest Freeway, Suite 1200, Houston, Texas, 77074, hereinafter referred to as "ASSIGNEE", and to its successors and assigns, an undivided eighty-seven and one-half per cent (87.5%) interest in and to the oil, gas and mineral leases affecting lands and/or waterbottoms situated in Acadia and/or Jefferson Davis Parishes, Louisiana, described in Exhibit "A" attached hereto and made a part hereof for all purposes.

451918

Reference is hereby made to that certain Letter Agreement dated March 20, 1984, executed by and between Assignor and Assignee herein. Said Letter Agreement is, by reference, hereby made a part of this Assignment for all purposes as though said Letter Agreement were set forth fully herein, and this assignment is made and executed pursuant to and subject to the terms and provisions of said Letter Agreement. No assignment, transfer or alienation of said Oil, Gas and Mineral Leases, whether voluntary or involuntary, shall be valid unless made expressly subject to the terms, provisions and conditions set forth in said Letter Agreement.

This assignment is made and accepted subject to the overriding royalty interests assigned under those certain Assignments of Overriding Royalty previously made and affecting the Oil, Gas and Mineral Leases assigned herein. Assignee shall bear its proportionate part of any such previously assigned overriding royalty interest. Subject to the foregoing, this assignment is made without warranty of title on the part of Assignor except that Assignor warrants against anyone asserting an adverse claim of title to the leases

BA-161-1011

that arises by, through or under any act of Assignor; but this assignment is made with transfer and subrogation of rights and actions of warranty which Assignor may have as to the interest assigned.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, in accordance with the terms and provisions of the above oil, gas and mineral leases and the assignments pertaining thereto affecting said leases as of the date of this instrument.

The provisions of this assignment shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of all parties hereto.

IN WITNESS WHEREOF, this instrument is executed as of this 4th day of May, 1984.

WITNESSES:

Sadie Denny

J. K. [illegible] Jr.

LYNAL, INC.

BY: Douglas Lynn
DOUGLAS LYNN, President

Sadie Denny

J. K. [illegible] Jr.

RAMSAY CORPORATION

BY: D. S. Ramsay
D. S. RAMSAY, President

STATE OF LOUISIANA

PARISH OF LAFAYETTE

On this 4th day of May, 1984, before me appeared DOUGLAS LYNN, to me personally known, who, being by me duly sworn, did say that he is the President of LYNAL, INC., and that said instrument was signed by him on behalf of said corporation by authority of its Board of Directors, and said DOUGLAS LYNN acknowledged said instrument to be the free act and deed of said corporation.

Phyllis D. Gidry
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF LAFAYETTE

OIn this 4th day of May, 1984, before me appeared D. S. RAMSAY, to me personally known, who, being by me duly sworn, did say that he is the President of RAMSAY CORPORATION, and that said instrument was signed byt him on behalf of said corporation by authority of its Board of Directors, and said D. S. RAMSAY acknowledged said instrument to be the free act and deed of said corporation.

Phyllis D. Bailey
NOTARY PUBLIC

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases between Lynal, Inc., and Ramsay Corporation, as Assignor, and Sohio Petroleum Company, as Assignee, in the West Mermentau Area, Acadia and Jefferson Davis Parishes, Louisiana.

L-81-2535A Oil, Gas and Mineral Lease dated July 21, 1981, between Lydia McBride Boudreaux, et al, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 510, under Entry No. 431254, of the Records of Jefferson Davis Parish, Louisiana, covering 450.84 acres, more or less.

L-81-2535B Oil, Gas and Mineral Lease dated July 21, 1981, between Yvette Marie Boudreaux LeFleur, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 510, under Entry No. 431253, of the Records of Jefferson Davis Parish, Louisiana, covering 450.84 acres, more or less.

L-81-2535C Oil, Gas and Mineral Lease dated July 21, 1981, between Bernice F. Boudreaux et al, as Lessor and Lynal, Inc., as Lessee recorded in Book 512, under Entry No. 431825 of the Records of Jefferson Davis Parish, Louisiana, covering 450.84 acres, more or less.

L-81-2535D Oil, Gas and Mineral Lease dated July 21, 1981, between Albert S. Johnson III, as Lessor and Lynal, Inc., as Lessee, recorded in Book 512, under Entry No. 431824 of the Records of Jefferson Davis Parish, Louisiana, covering 450.84 acres, more or less.

L-81-2815 Oil, Gas and Mineral Lease dated February 1, 1984, between Cities Service Company, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 571, under Entry No. 449909, of the Records of Jefferson Davis Parish, Louisiana, covering 20.00 acres, more or less.

L-81-2882 Oil, Gas and Mineral Lease dated July 8, 1982, between Jennings Norwood Farm and Irrigation Company, Inc., as Lessor, and Lynal, Inc., as Lessee, recorded in Book 536, under Entry No. 438683, of the Records of Jefferson Davis Parish, Louisiana, covering 20.00 acres, more or less.

L-81-2883 Oil, Gas and Mineral Lease dated July 8, 1982, between Jennings Norwood Farm and Irrigation Company, Inc., as Lessor, and Lynal, Inc., as Lessee, recorded in Book 536, under Entry No. 438682, of the Records of Jefferson Davis Parish, Louisiana, covering 376.00 acres, more or less.

L-81-2884A Oil, Gas and Mineral Lease dated July 30, 1982, between Forest Golden, et al, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 536, under Entry No. 438645, of the Records of Jefferson Davis Parish, Louisiana, covering 10.00 acres, more or less.

L-81-2884B Oil, Gas and Mineral Lease dated July 30, 1982, between Barbara Jean Snodgrass James, et al, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 537, under Entry No. 438926, of the Records of Jefferson Davis Parish, Louisiana, covering 10.00 acres, more or less.

L-81-2884C Oil, Gas and Mineral Lease dated July 30, 1982, between Joseph Glenn Snodgrass, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 537, under Entry No. 438927, of the Records of Jefferson Davis Parish, Louisiana, covering 10.00 acres, more or less.

L-81-2884D Oil, Gas and Mineral Lease dated July 30, 1982, between Dana Eastman Melton, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 538, Page 436, under Entry No. 439314, of the Records of Jefferson Davis Parish, Louisiana, covering 10.00 acres, more or less.

L-81-2922 Oil, Gas and Mineral Lease dated June 20, 1983, between Alice Burris Gautreaux, as Lessor, and Ramsay Corporation, as Lessee, recorded in Book R-41, Page 82, under Entry No. 499127, of the Records of Acadia Parish, Louisiana, covering 10.00 acres, more or less.

L-81-2923A Oil, Gas and Mineral Lease dated June 20, 1983, between Alice Burris Gautreaux, as Lessor, and Ramsay Corporation, as Lessee, recorded in Book R-41, Page 78, under Entry No. 499126, of the Records of Acadia Parish, Louisiana, covering 35.35 acres, more or less.

L-81-2923B Oil, Gas and Mineral Lease dated July 11, 1983, between Marcella Burris, as Lessor, and Ramsay Corporation, as Lessee, recorded in Book T-41, Page 192, under Entry No. 499926, of the Records of Acadia Parish, Louisiana, covering 35.35 acres, more or less.

L-81-2961A Oil, Gas and Mineral Lease dated August 11, 1982, between Bernice F. Boudreaux, et al, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 538, Page 441, under Entry No. 439315, of the Records of Jefferson Davis Parish, Louisiana, covering 60.00 acres, more or less.

L-81-2961B Oil, Gas and Mineral Lease dated August 11, 1982, between Lydia M. Boudreaux, et al, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 538, Page 445, under Entry No. 439316, of the Records of Jefferson Davis Parish, Louisiana, covering 60.00 acres, more or less.

L-81-2961C Oil, Gas and Mineral Lease dated August 11, 1982, between Milton F. Bourdier, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 538, Page 451, under Entry No. 439317, of the Records of Jefferson Davis Parish, Louisiana, covering 60.00 acres, more or less.

L-81-2962A Oil, Gas and Mineral Lease dated August 9, 1982, between Josephine C. Heywood, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 538, Page 455, under Entry No. 439318, of the Records of Jefferson Davis Parish, Louisiana, covering 99.00 acres, more or less.

L-81-2962B Oil, Gas and Mineral Lease dated August 9, 1982, between Bowman Land Company, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 538, Page 459, under Entry No. 439319, of the Records of Jefferson Davis Parish, Louisiana, covering 99.00 acres, more or less.

L-81-2884E Oil, Gas and Mineral Lease dated July 30, 1982, between Hilda B. G. Buckley, as Lessor and Lynal, Inc., as Lessee, recorded in Book 546, under Entry No. 441516, of the Records of Jefferson Davis Parish, Louisiana, covering 10.00 acres, more or less.

L-81-3132A Oil, Gas and Mineral Lease dated July 24, 1983, between Lydia M. Boudreaux, et al, as Lessor, and Lynal, Inc., as Lessee, recorded in Book W-41, Page 569, under Entry No. 501128, of the Records of Acadia Parish, Louisiana, covering 131.50 acres, more or less.

L-81-3132B Oil, Gas and Mineral Lease dated July 24, 1983, between Bernadine B. Zibilich, as Lessor, and Lynal, Inc., as Lessee, recorded in Book W-41, Page 563, under Entry No. 501127, of the Records of Acadia Parish, Louisiana, covering 131.50 acres, more or less.

L-81-3132C Oil, Gas and Mineral Lease dated July 24, 1983, between Milton F. Bourdier, as Lessor, and Lynal, Inc., as Lessee, recorded in Book W-41, Page 557, under Entry No. 501126, of the Records of Acadia Parish, Louisiana, covering 131.50 acres, more or less.

L-81-3132D Oil, Gas and Mineral Lease dated July 24, 1983, between Bernice F. Boudreaux, et al, as Lessor, and Lynal, Inc., as Lessee, recorded in Book W-41, Page 575, under Entry No. 501129, of the Records of Acadia Parish, Louisiana, covering 131.50 acres, more or less.

L-81-3132E Oil, Gas and Mineral Lease dated July 24, 1983, between Yvette M. B. LeFleur, as Lessor, and Lynal, Inc., as Lessee, recorded in Book W-41, Page 581, under Entry No. 501130, of the Records of Acadia Parish, Louisiana, covering 131.50 acres, more or less.

L-81-3138 Oil, Gas and Mineral Lease dated August 11, 1983, between Eugene F. Van Geffen, et al, as Lessor, and Lynal, Inc., as Lessee, recorded in Book A-42, Page 89, under Entry No. 502354, of the Records of Acadia Parish, Louisiana, covering 321.66 acres, more or less.

GAY B. HUFF, CLERK OF COURT

YATES DRILLING CO ETAL TO CASTEX M BOUDREAUX ETAL PAR REL 139

453128

PARTIAL RELEASE OF
OIL, GAS AND MINERAL LEASE

RECEIVED AND FILED
1984 JUL 27 PM 1:44
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Valor Land & Exploration Company, Newmount Oil Company, Mar-Low Corporation, Yates Drilling Company and Martin Yates, III (for convenience sometimes herein after collectively referred to as "Joint Lessees") represent that they are owners of all the unitized portion of that certain Oil, Gas and Mineral Lease described as follows:

> Oil, Gas and Mineral Lease dated July 2, 1969, from Castex M. Boudreaux, et al, as Lessor, to Valor Land & Exploration Company, as Lessee, recorded in Book 329, 339 Page 205, under Entry No. 336658 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

reference being here made to the record of said lease for the terms, conditions and lands described therein to the same extent as though copied in full herein which lease for convenience shall hereinafter be referred to as the "Subject Lease".

WHEREAS, the Joint Lessees desire to relinquish their rights as to the lands covered by the Subject Lease.

WHEREAS, the lands which are subject to and covered by this Partial Release are identified as that portion of the lands covered by the Subject Lease, INSOFAR AND ONLY INSOFAR as such lands are situated inside of the surface boundaries of the following described Unit:

> The 10,200 Foot Sand Unit in the West Mermentau Field, Jefferson Davis Parish, Louisiana, established by the Commissioner of Conservation of the State of Louisiana in Order No. 101-C-1 dated December 16, 1971, recorded in Book 363, Page 192 under Entry No. 356360 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

NOW, THEREFORE, the Joint Lessees, for and in consideration of the sum of Ten and No/100 Dollars($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, have, and by these presents do release and relinquish their right, title and interest in and to that portion of the lands covered by the Subject Lease INSOFAR AND ONLY INSOFAR as the lands covered thereby are situated inside the surface boundaries of the said 10,200 Foot Sand Unit.

This instrument may be executed either as one instrument or in several partially executed counterparts and the original and all counterparts shall be construed together and shall constitute one agreement. Should less than all of the named Joint Lessees execute this instrument, this agreement shall be binding on those who are signatories.

IN WITNESS WHEREOF, this instrument is executed as of the day of May, 1984, in the presence of the undersigned competent witnesses.

WITNESSES:

_____

_____

VALOR LAND & EXPLORATION COMPANY

BY _____
G. DEAN SOAPE,

ATTEST:

_____

NEWMOUNT OIL COMPANY

_____

_____

BY _____

ATTEST:

_____

453128

140

WITNESSES:

_____

_____

Miriam S. Harlow

Janet Richards

Miriam S. Harlow

Janet Richards

MAR-LOW CORPORATION

BY _____

ATTEST:

_____

YATES DRILLING COMPANY

BY Lyon Yates, Attorney-in-Fact

ATTEST:

_____

MARTIN YATES, III

BY Frank Yates, Attorney-in-Fact

ATTEST:

_____

STATE OF NEW MEXICO)
: ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 21st day of May, 1984 by Peyton Yates, Attorney-in-Fact for YATES DRILLING COMPANY, a New Mexico corporation, on behalf of said corporation and by Frank Yates, Attorney-in-Fact for MARTIN YATES, III.

My commission expires:
March 1, 1986

Notary Public

GAY B. HUFF, CLERK OF COURT

142 CASTEX M BOUDREAUX ETAL 453129 PAR REL

MAR LOW CORP TO

PARTIAL RELEASE OF
OIL, GAS AND MINERAL LEASE

RECEIVED AND FILED
1984 JUL 27 PM 1:44
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Valor Land & Exploration Company, Newmount Oil Company, Mar-Low Corporation, Yates Drilling Company and Martin Yates, III (for convenience sometimes herein after collectively referred to as "Joint Lessees") represent that they are owners of all the unitized portion of that certain Oil, Gas and Mineral Lease described as follows:

> Oil, Gas and Mineral Lease dated July 2, 1969, from Castex M. Boudreaux, et al, as Lessor, to Valor Land & Exploration Company, as Lessee, recorded in Book 329, Page 205, under Entry No. 336658 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

reference being here made to the record of said lease for the terms, conditions and lands described therein to the same extent as though copied in full herein which lease for convenience shall hereinafter be referred to as the "Subject Lease".

WHEREAS, the Joint Lessees desire to relinquish their rights as to the lands covered by the Subject Lease.

WHEREAS, the lands which are subject to and covered by this Partial Release are identified as that portion of the lands covered by the Subject Lease, INSOFAR AND ONLY INSOFAR as such lands are situated inside of the surface boundaries of the following described Unit:

> The 10,200 Foot Sand Unit in the West Mermentau Field, Jefferson Davis Parish, Louisiana, established by the Commissioner of Conservation of the State of Louisiana in Order No. 101-C-1 dated December 16, 1971, recorded in Book 363, Page 192 under Entry No. 356360 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

NOW, THEREFORE, the Joint Lessees, for and in consideration of the sum of Ten and No/100 Dollars($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, have, and by these presents do release and relinquish their right, title and interest in and to that portion of the lands covered by the Subject Lease INSOFAR AND ONLY INSOFAR as the lands covered thereby are situated inside the surface boundaries of the said 10,200 Foot Sand Unit.

This instrument may be executed either as one instrument or in several partially executed counterparts and the original and all counterparts shall be construed together and shall constitute one agreement. Should less than all of the named Joint Lessees execute this instrument, this agreement shall be binding on those who are signatories.

IN WITNESS WHEREOF, this instrument is executed as of the day of May, 1984, in the presence of the undersigned competent witnesses.

WITNESSES:

_____

_____

VALOR LAND & EXPLORATION COMPANY

BY _____
G. DEAN SOAPE,

ATTEST:

_____

NEWMOUNT OIL COMPANY

_____

_____

BY _____

ATTEST:

_____

453129

WITNESSES:

Catherine Mossman

Eastine M. LeBlanc

MAR-LOW CORPORATION

BY Ruffin T. Yancy

ATTEST:

Jean J. Boudreaux, Sec.

YATES DRILLING COMPANY

BY _____

ATTEST:

_____

MARTIN YATES, III

BY _____

ATTEST:

_____

STATE OF TEXAS
COUNTY OF HARRIS

On this ___ day of May, 1984, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the VALOR LAND & EXPLORATION COMPANY and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF HARRIS

On this ___ day of May, 1984, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the NEWMOUNT OIL COMPANY and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF LAFAYETTE

On this 16th day of May, 1984, before me appeared RUFFIN T. LOWRY to me personally known, who, being by me duly sworn, did say that he is the President of the MAR-LOW CORPORATION and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said RUFFIN T. LOWRY acknowledged said instrument to be the free act and deed of said corporation.

Phyllis D. Gaby
NOTARY PUBLIC

STATE OF NEW MEXICO
COUNTY OF EDDY

On this ___ day of May, 1984, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the YATES DRILLING COMPANY and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
NOTARY PUBLIC

STATE OF NEW MEXICO
COUNTY OF EDDY

On this _____ day of May, 1984, before me personally appeared MARTIN YATES, III, to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed and in the capacity therein stated.

NOTARY PUBLIC

GAY B. HUFF, CLERK OF COURT

VALOR LAND & EXPL CO TO 153130 CASTEX M BOUDREAUX ETAL PAR REL
146

PARTIAL RELEASE OF
OIL, GAS AND MINERAL LEASE

RECEIVED AND FILED
1984 JUL 27 PM 1:44
CLERK OF COURT
JEFF. DAVIS PARISH

STATE OF LOUISIANA §
§
PARISH OF JEFFERSON DAVIS §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Valor Land & Exploration Company, Newmount Oil Company, Mar-Low Corporation, Yates Drilling Company and Martin Yates, III (for convenience sometimes herein after collectively referred to as "Joint Lessees") represent that they are owners of all the unitized portion of that certain Oil, Gas and Mineral Lease described as follows:

> Oil, Gas and Mineral Lease dated July 2, 1969, from Castex M. Boudreaux, et al, as Lessor, to Valor Land & Exploration Company, as Lessee, recorded in Book 329, Page 205, under Entry No. 336658 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

reference being here made to the record of said lease for the terms, conditions and lands described therein to the same extent as though copied in full herein which lease for convenience shall hereinafter be referred to as the "Subject Lease".

WHEREAS, the Joint Lessees desire to relinquish their rights as to the lands covered by the Subject Lease.

WHEREAS, the lands which are subject to and covered by this Partial Release are identified as that portion of the lands covered by the Subject Lease, INSOFAR AND ONLY INSOFAR as such lands are situated inside of the surface boundaries of the following described Unit:

> The 10,200 Foot Sand Unit in the West Mermentau Field, Jefferson Davis Parish, Louisiana, established by the Commissioner of Conservation of the State of Louisiana in Order No. 101-C-1 dated December 16, 1971, recorded in Book 363, Page 192 under Entry No. 356360 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

153130

NOW, THEREFORE, the Joint Lessees, for and in consideration of the sum of Ten and No/100 Dollars($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, have, and by these presents do release and relinquish their right, title and interest in and to that portion of the lands covered by the Subject Lease INSOFAR AND ONLY INSOFAR as the lands covered thereby are situated inside the surface boundaries of the said 10,200 Foot Sand Unit.

This instrument may be executed either as one instrument or in several partially executed counterparts and the original and all counterparts shall be construed together and shall constitute one agreement. Should less than all of the named Joint Lessees execute this instrument, this agreement shall be binding on those who are signatories.

IN WITNESS WHEREOF, this instrument is executed as of the 7 day of May, 1984, in the presence of the undersigned competent witnesses.

WITNESSES:

Catherine O'Brien

Lorrie M. Hall

VALOR LAND & EXPLORATION COMPANY

BY G. Dean Soape
G. DEAN SOAPE,

ATTEST:
Bea M. Soape

NEWMOUNT OIL COMPANY

BY _____

ATTEST: _____

WITNESSES:

_____

_____

_____

_____

_____

_____

MAR-LOW CORPORATION

BY_____

ATTEST:

_____

YATES DRILLING COMPANY

BY_____

ATTEST:

_____

MARTIN YATES, III

BY_____

ATTEST:

_____

STATE OF TEXAS
COUNTY OF HARRIS

On this 7th day of May, 1984, before me appeared G. Dean Sopp to me personally known, who, being by me duly sworn, did say that he is the President of the VALOR LAND & EXPLORATION COMPANY and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said G. Dean Sopp acknowledged said instrument to be the free act and deed of said corporation.

Barbara L. Davis
NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF HARRIS

On this ___ day of May, 1984, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the NEWMOUNT OIL COMPANY and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF LAFAYETTE

On this ___ day of May, 1984, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the MAR-LOW CORPORATION and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
NOTARY PUBLIC

STATE OF NEW MEXICO
COUNTY OF EDDY

On this ___ day of May, 1984, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the YATES DRILLING COMPANY and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
NOTARY PUBLIC

STATE OF NEW MEXICO
COUNTY OF EDDY

On this _____ day of May, 1984, before me personally appeared MARTIN YATES, III, to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed and in the capacity therein stated.

NOTARY PUBLIC

GAY B. HUFF, CLERK OF COURT

NEWMONT OIL CO 150 TO CASTEX M BOUDREAUX ETAL 453131 PAR REL

PARTIAL RELEASE OF
OIL, GAS AND MINERAL LEASE

RECEIVED AND FILED
1984 JUL 27 PM 1:44
Gay B. Hugg
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Valor Land & Exploration Company, Newmont Oil Company, Mar-Low Corporation, Yates Drilling Company and Martin Yates, III (for convenience sometimes herein after collectively referred to as "Joint Lessees") represent that they are owners of all the unitized portion of that certain Oil, Gas and Mineral Lease described as follows:

> Oil, Gas and Mineral Lease dated July 2, 1969, from Castex M. Boudreaux, et al, as Lessor, to Valor Land & Exploration Company, as Lessee, recorded in Book 329, Page 205, under Entry No. 336658 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

reference being here made to the record of said lease for the terms, conditions and lands described therein to the same extent as though copied in full herein which lease for convenience shall hereinafter be referred to as the"Subject Lease".

WHEREAS, the Joint Lessees desire to relinquish their rights as to the lands covered by the Subject Lease.

WHEREAS, the lands which are subject to and covered by this Partial Release are identified as that portion of the lands covered by the Subject Lease, INSOFAR AND ONLY INSOFAR as such lands are situated inside of the surface boundaries of the following described Unit:

> The 10,200 Foot Sand Unit in the West Mermentau Field, Jefferson Davis Parish, Louisiana, established by the Commissioner of Conservation of the State of Louisiana in Order No. 101-C-1 dated December 16, 1971, recorded in Book 363, Page 192 under Entry No. 356360 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

NOW, THEREFORE, the Joint Lessees, for and in consideration of the sum of Ten and No/100 Dollars($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, have, and by these presents do release and relinquish their right, title and interest in and to that portion of the lands covered by the Subject Lease INSOFAR AND ONLY INSOFAR as the lands covered thereby are situated inside the surface boundaries of the said 10,200 Foot Sand Unit.

This instrument may be executed either as one instrument or in several partially executed counterparts and the original and all counterparts shall be construed together and shall constitute one agreement. Should less than all of the named Joint Lessees execute this instrument, this agreement shall be binding on those who are signatories.

IN WITNESS WHEREOF, this instrument is executed as of the day of May, 1984, in the presence of the undersigned competent witnesses.

WITNESSES:

_____

_____

Lisa Whitehouse

_____

VALOR LAND & EXPLORATION COMPANY

BY _____
G. DEAN SOAPE,

ATTEST:

_____

NEWMONT OIL COMPANY

BY Samuel C. Guy
Samuel C. Guy, Vice President

ATTEST: Dorothy Hitt
Dorothy Hitt, Assistant Secretary

453131

WITNESSES:

_____

_____

_____

_____

_____

_____

MAR-LOW CORPORATION

BY_____

ATTEST:

_____

YATES DRILLING COMPANY

BY_____

ATTEST:

_____

MARTIN YATES, III

BY_____

ATTEST:

_____

STATE OF TEXAS
COUNTY OF HARRIS

On this ___ day of May, 1984, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the VALOR LAND & EXPLORATION COMPANY and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF HARRIS

On this 15th day of May, 1984, before me appeared Samuel C. Guy to me personally known, who, being by me duly sworn, did say that he is the Vice President of the Newmont OIL COMPANY and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Samuel C. Guy, Vice President acknowledged said instrument to be the free act and deed of said corporation.

SARA ANNE KERLEY
Notary Public, State of Texas
My Commission Expires 6/24/88

Sara Anne Kerley
NOTARY PUBLIC
Sara Anne Kerley

STATE OF LOUISIANA
PARISH OF LAFAYETTE

On this ___ day of May, 1984, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the MAR-LOW CORPORATION and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
NOTARY PUBLIC

STATE OF NEW MEXICO
COUNTY OF EDDY

On this ___ day of May, 1984, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the YATES DRILLING COMPANY and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
NOTARY PUBLIC

STATE OF NEW MEXICO
COUNTY OF EDDY

On this _____ day of May, 1984, before me personally appeared MARTIN YATES, III, to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed and in the capacity therein stated.

NOTARY PUBLIC

GAY B. HUFF, CLERK OF COURT

154

DELTA DRILLING CO. TO ROSA BOUDREAUX ETAL RELEASE

453132

RELEASE OF OIL AND GAS LEASE

THE STATE OF LOUISIANA §
§ KNOW ALL MEN BY THESE PRESENTS:
PARISH OF JEFFERSON DAVIS §

THAT the undersigned, DELTA DRILLING COMPANY, a Texas corporation whose principal address is P. O. Box 2012, Tyler, Texas 75710 for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby release, remise and relinquish unto the Lessors in the lease described below, their heirs, successors and assigns, all of the undersigned's right, title and interest in and to that certain Oil and Gas Lease dated March 5, 1958, recorded Book 222, Page 318, of the records of Jefferson Davis Parish, Louisiana, executed by Rosa Boudreaux, et al., as Lessors, to James C. Ruffin, as Lessee, insofar as said lease covers 160 acres, more or less, as more particularly described therein, SAVE AND EXCEPT the lands included within the boundaries of the Delta Drilling Company, et al. - Het "1" Sand Unit "A", described in The Commissioner of Conservation of the State of Louisiana Order No. 26E, dated December 18, 1962, effective December 1, 1962, of the records of Jefferson Davis Parish, Louisiana.

453132

It is expressly agreed and understood that this is a Partial Release only and that such release shall not release or affect the undersigned's leasehold estate created by the referenced oil and gas lease insofar as same covers the lands included within the Delta Drilling Company, et al. - Het "1" Sand Unit "A" described above.

EXECUTED this 3RD day of July, 1984.

DELTA DRILLING COMPANY

ATTEST:

Linda M. Kerr
Assistant Secretary

By: Earl S. Hastitt
Executive Vice President

WITNESSES:

Sheila W. Davis

Mary G. DeCuir

RECORDED AND FILED
1984 JUL 30 AM 9 07
Gary B. Hoyt
CLERK OF COURT

Exhibit D
Castex Development - Title and Lease History - 001101

THE STATE OF TEXAS §

COUNTY OF SMITH §

On this 3 day of July, 1984, before me appeared CARL E. HASKETT to me personally known, who being by me duly sworn, did say that he is the Executive Vice President of DELTA DRILLING COMPANY, and that said instrument was executed on behalf of said corporation by authority of its Board of Directors and said CARL E. HASKETT acknowledged said instrument to be the free act and deed of said corporation.

Jo Barnett
Notary Public in and for
the State of Texas

Jo Barnett, Notary Public
For the State of Texas
My Commission Expires 4-11-88

My Commission Expires:
4-11-88

GAY B. HUFF, CLERK OF COURT

BFO ENERGY INC ET AL TO ROSA CASTEX BOUDREAUX ET AL PAR REL

617

PARTIAL RELEASE OF OIL, GAS AND MINERAL LEASE

RECEIVED AND FILED
1984 AUG -8 AM 10:40
Guy B. Hyde
CLERK OF COURT
JEFFERSON DAVIS PARISH, LA.

STATE OF LOUISIANA 453319

PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS, That BFO ENERGY, INC., a Delaware Corporation, herein represented by MALCOLM E. WILSON, JR., its President; PATRICK B. GIBBONS, and WARREN B. PINNEY, hereinafter referred to as "ASSIGNORS", are the present owners of an Oil, Gas and Mineral Lease granted by Rosa Castex Boudreaux et al to James C. Ruffin, dated March 5, 1956, recorded in Book 222 at Page 418 under Original Act No. 245110 of the records of Jefferson Davis Parish, Louisiana, covering and affecting 160 acres of land located in Section 39, Township 10 South, Range 3 West, and Section 17, Township 10 South, Range 2 West, Jefferson Davis Parish, Louisiana, which lands are more particularly described in said lease; do by these presents hereby release, relinquish and surrender unto the original Lessors named in said Lease, their heirs, successors and assigns, subject to the provisions hereof, any and all rights whatsoever now held or claimed by them under the terms and conditions of said Oil, Gas and Mineral Lease and any and all amendments thereto, if any,

SAVE AND EXCEPT those lands covered by and located inside the geographic limits of the HET 1 SAND UNIT "A", established by Department of Conservation Order No. 26-E, dated December 18, 1962. The lands hereby excepted and located within the geographic limits of the HET 1 SAND UNIT "A" are shown colored in red on that certain plat of survey prepared by John E. Chance dated January 21, 1963 (Rev. March 4, 1963), a copy of which is attached hereto and made a part hereof, which lands are estimated to comprise a total of 14.36 acres, whether more or less.

453319

THE ASSIGNORS SPECIFICALLY RESERVE such rights of way, easements, servitudes and privileges over, upon and across the surrounding lands as are necessary or convenient for operations on the land retained under the said hereinabove Unit.

IN TESTIMONY WHEREOF, this Instrument is executed on this the 26th day of July, 1984, in the presence of the undersigned, competent witnesses.

WITNESSES:

Karen A. Sears

Nancy D. Barry

BFO ENERGY, INC.

Malcolm E. Wilson

Malcolm E. Wilson, Jr., President

WITNESSES:

B.B. Farris

Barbara Nelson

PATRICK B. GIBBONS

Patrick B. Gibbons

WITNESSES:

Margaret Jones

Ann Embrey

WARREN B. PINNEY

Warren B. Pinney

STATE OF TEXAS)
)
COUNTY OF DALLAS)

ON THIS 26th day of July, 1984, before me, appeared Malcolm E. Wilson, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of BFO ENERGY, INC., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Malcolm E. Wilson, Jr. acknowledged said instrument to be the free act and deed of such corporation.

6-15-85
My Commission expires:

Notary Public

STATE OF TEXAS)
)
COUNTY OF DALLAS)

ON THIS 30th day of July, 1984, before me, appeared PATRICK B. GIBBONS, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

12-18-85
My Commission expires:

Notary Public

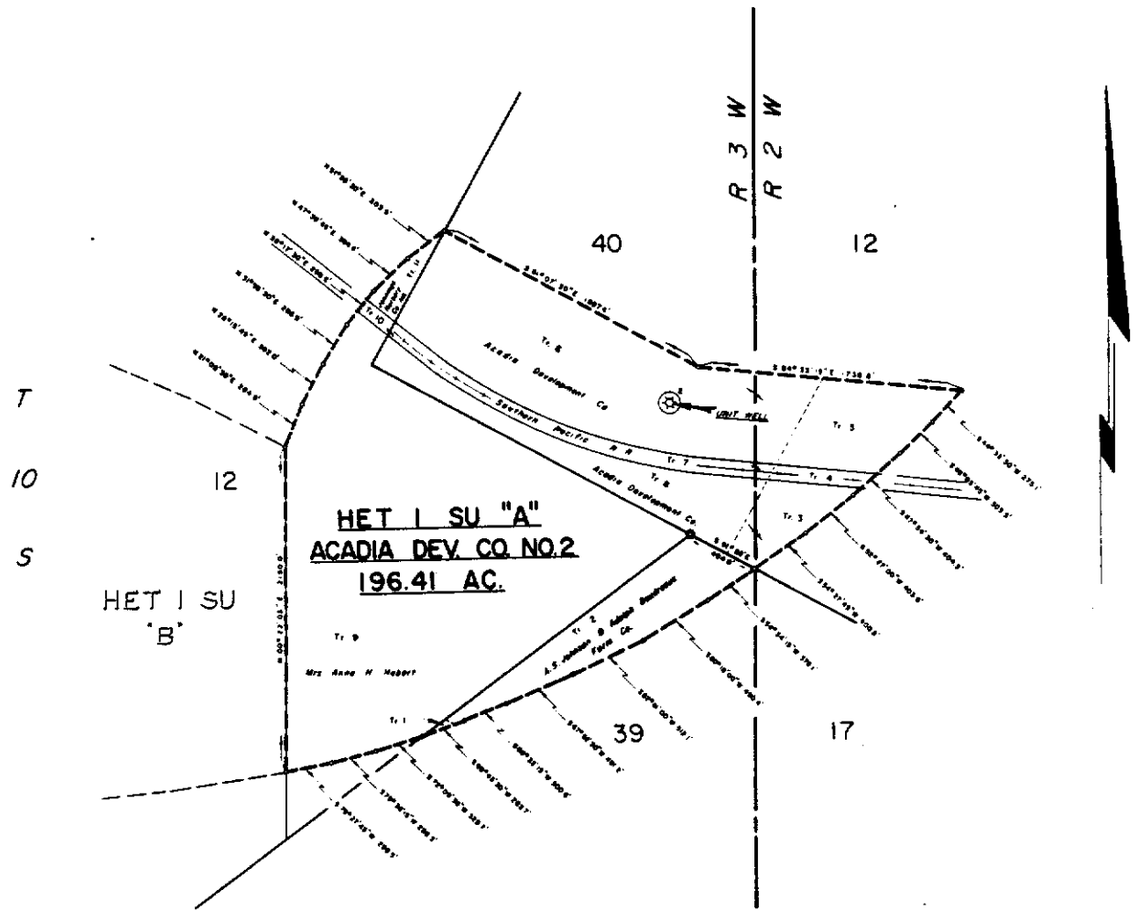
STATE OF TEXAS)
)
COUNTY OF DALLAS)

ON THIS 31st day of July, 1984, before me, appeared WARREN B. PINNEY, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

12/9/84
My Commission expires:

Notary Public

620



UNIT PARTICIPATION				
FEE OWNER	LSE OWNER	TRACT	ACRES	PERCENT
A S Johnson & Adolph Boudreaux Farm Co.	Midwest Oil Corp.	1	0.13	0.066
A S Johnson & Adolph Boudreaux Farm Co.	Davis Drilling Co.	2	14.36	7.311
Acadia Development Co.	General American	3	5.72	2.912
Southern Pacific R R	General American	4	1.48	0.754
Acadia Development Co.	General American	5	10.80	5.499
Acadia Development Co	General American	6	41.99	21.378
Southern Pacific R R	General American	7	6.22	3.167
Acadia Development Co.	General American	8	14.65	7.459
Mrs. Anna H. Hobart	Phillips Petroleum	9	98.97	50.188
Southern Pacific R R	General American	10	0.58	0.285
Jennings Nursery Co. Inc.	Sol Oil Corporation	11	1.93	0.983
		TOTAL	196.41	100.000

John E Chance
REGISTERED CIVIL ENGINEER NO. 3298
STATE OF LOUISIANA

—B—

GENERAL AMERICAN OIL CO OF TEXAS
SURVEY MAP SHOWING
HET I SU "A"
SOUTH JENNINGS FIELD
DOCKET NO 62-402, ORDER NO. 28-E, EFFECTIVE DEC. 1, 1962
JEFFERSON DAVIS PARISH, LOUISIANA

SCALE 1" = 500'

JAN 21, 1963
(Rev. March 4, 1963)

GAY B. HUFF, CLERK OF COURT

ABACO EXPL INC TO ROSA BOUDREAUX ET AL RELEASE

RELEASE OF OIL AND GAS LEASE 454158 321

THE STATE OF LOUISIANA I

PARISH OF JEFFERSON DAVIS I KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, ABACO EXPLORATION, INC., a LOUISIANA corporation whose principal address is 601 Poydras, Suite 2475, New Orleans, Louisiana 70130 for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby release, remise and relinquish unto the Lessors in the lease described below, their heirs, successors and assigns, all of the undersigned's right, title and interest in and to that certain Oil and Gas Lease dated March 5, 1958, recorded Book 222, Page 328, of the records of Jefferson Davis Parish, Louisiana, executed by Rosa Boudreaux, et al., as Lessors, to James C. Ruffin, as Lessee, insofar as said lease covers 160 acres, more or less, as more particularly described therein, SAVE AND EXCEPT the lands included within the boundaries of the Delta Drilling Company, et al. - Het "1" Sand Unit "A", described in The Commissioner of Conservation of the State of Louisiana Order No. 26E, dated December 18, 1962, effective December 1, 1962, of the records of Jefferson Davis Parish, Louisiana.

454158

It is expressly agreed and understood that this is a Partial Release only and that such release shall not release or affect the undersigned's leasehold estate created by the referenced oil and gas lease insofar as same covers the lands included within the Delta Drilling Company, et al. - Het "1" Sand Unit "A" described above.

EXECUTED this 29th day of August, 1984.

ABACO EXPLORATION, INC.

ATTEST:

Carolyn V. Cullen
Secretary

By: Andrew Mc Collam, Jr.
President

WITNESSES:

Elizabeth J. Cooper

Joan M. Leaux

RECEIVED AND FILED
1984 SEP -6 AM 8 51
GLERK OF COURT
Gay B. Hyde

Exhibit D
Castex Development - Title and Lease History - 001107

THE STATE OF LOUISIANA

PARISH of ORLEANS

On this 29th day of August, 1984, before me appeared Andrew Mc Collam, Jr. to me personally known, who being by me duly sworn, did say that he is the President of ABACO EXPLORATION, INC. , and that said instrument was executed on behalf of said corporation by authority of its Board of Directors and said Andrew Mc Collam, Jr. acknowledged said instrument to be free act and deed of said corporation.

Notary Public in and for
the State of Louisiana

My Commission Expires:

Life

GAY B. HUFF, CLERK OF COURT

SOHIO PETR CO TO LYNAL INC ASSIGN

310

ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

RECEIVED AND FILED
1984 NOV -9 AM 8:59

455350

STATE OF LOUISIANA

PARISHES OF JEFFERSON DAVIS
AND ACADIA

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, SOHIO PETROLEUM COMPANY, a Delaware corporation, whose address is 9401 Southwest Freeway, Suite 1200, Houston, Texas 77074, (hereinafter referred to as "Assignor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER and CONVEY unto LYNAL, INC., a Louisiana corporation, whose address is P. O. Box 52185, Lafayette, LA 70505, and RAMSAY CORPORATION, a Texas Corporation, whose address is P. O. Box 52027, Lafayette, LA 70505, (hereinafter collectively referred to as "Assignee"), all of its right, title and interest in and to the Oil, Gas and Mineral Leases set forth and described on Exhibit "A" attached hereto and made a part hereof, and to which reference is hereby made for all purposes, covering lands situated in the Parishes of Jefferson Davis and Acadia, State of Louisiana

455350

There is excepted and reserved from the Leases assigned herein an Overriding Royalty equal to four percent of eight-eighths (4% of 8/8ths) of the oil, casinghead gas, gas well gas and condensate or other associated hydrocarbon substances which may be produced, saved and marketed and attributable to the lands covered hereby. The Overriding Royalty herein reserved shall be free and clear of all costs and expenses except the proportion of all taxes levied thereon and transportation charges, if any are incurred, necessary to market said production.

Any renewal, extension or new lease or leases covering the lands assigned herein, acquired by Assignee or a third party wholly or partly for Assignee's benefit, on said lands shall be deemed to continue and preserve Assignor's rights reserved.

In the event the interests covered by the Leases are less than a full interest in any tract of the lands covered hereby, the Overriding Royalty reserved herein shall be payable from said tract in the proportion that the interests covered by the Leases on said tract bear to the entire mineral estate in said tract.

TO HAVE AND TO HOLD said interests unto Assignee, its successors and assigns forever.

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

IN WITNESS WHEREOF, this Assignment has been executed on this 31st day of October, 1984, in the presence of the undersigned competent witnesses.

WITNESSES:

"Assignor"

SOHIO PETROLEUM COMPANY

By: _____
W. A. SEARS
Agent and Attorney-in-Fact

RJF

THE STATE OF TEXAS:

COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally appeared W. A. SEARS, known to me to be the person whose name is subscribed to the foregoing instrument as Agent and Attorney-in-Fact, for SOHIO PETROLEUM COMPANY, a Delaware corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 5th day of November, 1984.

Mary Ann Morgan
MARY ANN MORGAN
Notary Public in and for Harris County, Texas
My Commission Expires

NOTARY PUBLIC in and for
Harris County, Texas

My Commission Expires: 6/22/85

ASSIGNMENT OF OIL AND GAS LEASES

EXHIBIT "A"

Attached to and made part of Assignment of Oil, Gas and Mineral Leases dated October 31, 1984, between SOHIO PETROLEUM COMPANY, as Assignor, to LYNAL, INC., and RAMSAY CORPORATION, as Assignee, covering lands situated in the Parishes of Jefferson Davis and Acadia, State of Louisiana.

SOHIO LEASE NUMBER	LESSOR/LESSEE	LEASE DATE	BOOK/PAGE/ENTRY	PARISH
161-12559	Ethel Patout Bowman, et al./ Lynal, Inc.	04/03/84	574/ /450774	Jefferson Davis
161-12560	Ethel Patout Bowman, et al./ Lynal, Inc.	04/03/84	574/ /450775	Jefferson Davis
161-12561	Suzanne Smaihall Cornelius/ Lynal, Inc.	04/03/84	575/ /451074	Jefferson Davis
161-12562	Louis H. Smaihall, et ux./ Lynal, Inc.	04/03/84	574/ /450792	Jefferson Davis
161-12563	Jennings Norwood Farm and Irrigation Company, Inc./ Lynal, Inc.	07/08/82	536/ /438682	Jefferson Davis
161-12564	Jennings Norwood Farm and Irrigation Company, Inc./ Lynal, Inc.	07/08/82	536/ /438683	Jefferson Davis
161-12565	State Mineral Board (Louisiana State Lease 10242)/ James K. Teringo, Jr.	05/17/82	/437070 L-40/258/488330	Jefferson Davis and Acadia
161-12566	Lydia McBride Boudreaux, et al./ Lynal, Inc.	07/21/81	510/ /431254	Jefferson Davis
161-12567	Yvette Marie Boudreaux LeFleur/ Lynal, Inc.	07/21/81	510/ /431253	Jefferson Davis
161-12568	Albert Sidney Johnson, III/ Lynal, Inc.	07/21/81	512/256/431824	Jefferson Davis
161-12569	Bernice Foreman Boudreaux, et al./ Lynal, Inc.	07/21/81	512/263/431825	Jefferson Davis
161-12570	Hilda B. G. Buckley/ Lynal, Inc.	07/30/82	546/170/441516	Jefferson Davis
161-12571	Dana Eastman Melton/ Lynal, Inc.	07/30/82	538/436/439314	Jefferson Davis

ASSIGNMENT OF OIL AND GAS LEASES

EXHIBIT "A"
(Continued)

Attached to and made part of Assignment of Oil, Gas and Mineral Leases dated October 31, 1984, between SOHIO PETROLEUM COMPANY, as Assignor, to LYNAL, INC., and RAMSAY CORPORATION, as Assignee, covering lands situated in the Parishes of Jefferson Davis and Acadia, State of Louisiana.

SOHIO LEASE NUMBER	LESSOR/LESSEE	LEASE DATE	BOOK/PAGE/ENTRY	PARISH
161-12572	Joseph Glenn Snodgrass/ Lynal, Inc.	07/30/82	537/157/438927	Jefferson Davis
161-12573	Barbara Jean Snodgrass James, et al./ Lynal, Inc.	07/30/82	537/152/438926	Jefferson Davis
161-12574	Forest M. Golden, et al./ Lynal, Inc.	07/30/82	536/240/548645	Jefferson Davis
161-12575	Josephine Corboline Heywood/ Lynal, Inc.	08/09/82	538/455/439318	Jefferson Davis
161-12576	Bernice Foreman Boudreaux, et al./ Lynal, Inc.	08/11/82	538/441/439315	Jefferson Davis
161-12577	Lydia McBride Boudreaux, et al. Lynal, Inc.	08/11/82	538/445/439316	Jefferson Davis
161-12578	Milton F. Bourdier/ Lynal, Inc.	08/11/82	538/451/439317	Jefferson Davis
161-12579	Bernice Foreman Boudreaux, et al./ Lynal, Inc.	07/24/83	W-41/575/501129	Acadia
161-12579	Lydia McBride Boudreaux,/ et al./ Lynal, Inc.	07/24/83	W-41/569/501128	Acadia
161-12579	Bernadine Bourdier Zibilich/ Lynal, Inc.	07/24/83	W-41/563/501127	Acadia
161-12579	Milton F. Bourdier/ Lynal, Inc.	07/24/83	W-41/557/501126	Acadia
161-12579	Yvette Marie Boudreaux LeFleur/ Lynal, Inc.	07/24/83	W-41/581/501130	Acadia
161-12580	Eugene F. Van Geffen, et al./ Lynal, Inc.	08/11/83	A-42/089/502354	Acadia
161-12581	Citgo Pipeline Company/ Lynal, Inc.	02/01/84	578/ /451865	Jefferson Davis
161-12582	Bowman Land Company/ Lynal, Inc.	08/09/82	538/459/439319	Jefferson Davis

ASSIGNMENT OF OIL AND GAS LEASES

EXHIBIT "A"
(Continued)

Attached to and made part of Assignment of Oil, Gas and Mineral Leases dated October 31, 1984, between SOHIO PETROLEUM COMPANY, as Assignor, to LYNAL, INC., and RAMSAY CORPORATION, as Assignee, covering lands situated in the Parishes of Jefferson Davis and Acadia, State of Louisiana.

SOHIO LEASE NUMBER	LESSOR/LESSEE	LEASE DATE	BOOK/PAGE/ENTRY	PARISH
161-12583	Marcella Louise Burris/ Ramsay Corporation	07/11/83	T-41/192/499926	Acadia
161-12584	Alice Burris Gautreaux/ Ramsay Corporation	06/20/83	R-41/078/499126	Acadia
161-12585	Alice Burris Gautreaux/ Ramsay Corporation	06/20/83	R-41/082/499127	Acadia
161-12607	Josephine Corboline Heywood/ Lynal, Inc.	04/03/84	574/ /450773	Jefferson Davis
161-12608	Bowman Land Company/ Lynal, Inc.	04/03/84	574/ /450772	Jefferson Davis
161-12793	Texaco Inc./ Ramsay Corporation and Lynal, Inc.	10/06/82		Jefferson Davis and Acadia

* *

GAY B. HUFF, CLERK OF COURT

455643 245

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1994 NOV 28 PM 1:25
Gay B. Hugg
CLERK OF COURT
JEFFERSON DAVIS PARISH

ASSIGNMENT OF OIL, GAS AND MINERAL LEASE AND BILL OF SALE OF WELL AND EQUIPMENT

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS, THAT:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PETROLEUM WELL SERVICES, INC., a Texas corporation, represented herein by K. A. Pelt, its duly authorized President and CELT OIL, INC., a Delaware corporation represented herein by Clyde E. Love, its duly authorized President (hereinafter called "Assignors") do hereby assign unto CARROLL E. POOLER, JR. AND ASSOCIATES, all of Assignors' right, title and interest in that certain Oil, Gas and Mineral Lease executed by Rosa Castex Boudreaux, et al in favor of Lyle Cummins, dated August 7, 1954, recorded at COB 187, page 391, Conveyance Records, Jefferson Davis Parish, Louisiana, and the well situated thereon known as the Petroleum Well Services, Inc. - Johnson - Boudreaux No. 1 Well, together with pipe, tubing, wellhead, downhole, surface and all other equipment in and on said well. Reference is made to the recorded lease for a full description of the property covered thereby. Reference is made to the attached schedule of equipment.

455643

This assignment is made, subject to the terms and conditions of said Oil, Gas and Mineral Lease, it being specifically understood and agreed that the rights granted hereunder are limited to depths from the surface of the earth to a depth of 10,400 feet. Assignee assumes all responsibility for plugging and abandonment of the well described above, but specifically does not assume any other liabilities for prior surface damages or plugging and abandonment of any other well.

This assignment is made without any warranty of title whatsoever, except as to acts of Assignors, but with full substitution and subrogation as against all prior warrantors. This assignment is subject to all royalties, overriding royalties or other lease burdens of record, but is made, free and clear of any liens and encumbrances.

IN WITNESS WHEREOF, this instrument is executed this 13th day of November, 1984. This instrument may be executed in multiple counterpart form, and shall be binding upon each party upon execution thereof, whether or not executed by the remaining parties. All parties further authorize Carroll E. Pooler, Jr. and Associates to combine all signature and acknowledgement pages into a single instrument for purposes of recordation.

WITNESSES:

PETROLEUM WELL SERVICES, INC.

BY: K. A. Pelt

CELT OIL, INC.

BY:

STATE OF LOUISIANA

PARISH OF CADDO

On this 13th day of November, 1984, before me, appeared K. A. Pelt, to me personally known, who, being by me duly sworn, did say that he is the President of PETROLEUM WELL SERVICES, INC., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said K. A. Pelt acknowledged said instrument to be the free act and deed of said corporation.

Winona Lynette Stevens
NOTARY PUBLIC

WINONA LYNETTE STEVENS, Notary Public
Caddo Parish, Louisiana
My Commission is for Life

STATE OF LOUISIANA

PARISH OF CADDO

On this 13th day of November, 1984, before me, appeared Clyde E. Love, to me personally known, who, being by me duly sworn, did say that he is the President of CELT OIL, INC., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said Clyde E. Love acknowledged said instrument to be the free act and deed of said corporation.

Winona Lynette Stevens
NOTARY PUBLIC

WINONA LYNETTE STEVENS, Notary Public
Caddo Parish, Louisiana
My Commission is for Life

GAY B. HUFF, CLERK OF COURT

455715

431

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1984 NOV 29 PM 1:21
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that:

This contract of lease and agreement is entered into by and between:

WORRELL B. JOHNSON, of full age of majority, whose mailing address is P.O. Box 388, Welsh, LA 70591;

ORA J. MIGUEZ, of full age of majority, whose mailing address is 114 Davies Street, Jennings, LA 70546;

LYDIA BOUDREAUX, of full age of majority, whose mailing address is 1313 10th Street, Lake Charles, LA 70601;

MAMIE C. JOHNSON, of full age of majority, whose mailing address is P.O. Box 162, Welsh, LA 70591;

RICHARD W. JOHNSON, of full age of majority, whose mailing address is P.O. Box 190, Welsh, LA 70591;

455715

R. RAYMOND BRUCE, of full age of majority, whose mailing address is 439 E. Academy, Jennings, LA 70546;

YVETTE M. LaFLEUR, of full age of majority, whose mailing address is 2305 Palato Dr, Marshall, TX 75670;

LAW OFFICES OF
KNIGHT & MILLER
P.O. BOX 1388
JENNINGS, LA. 70546

ALBERT S. JOHNSON, III, of full age of majority, whose mailing address is 7805 Windfont, Parker, CO 80134;

SANDRA LYNN JOHNSON TRAHAN, of full age of majority, whose mailing address is 230 Village Lane, Lafayette, LA 70506, individually, and as agent and attorney in fact for MARVEL A. JOHNSON;

MILTON F. BOURDIER, of full age of majority, whose mailing address is 13270 Web Lane, Sugarland, TX 77478;

ALFRED C. BOURDIER, of full age of majority, whose mailing address is Route 11, Box 932, Lake Charles, LA 70611;

LYNN H. BOURDIER, of full age of majority, whose mailing address is 416 Julius Street, Lake Charles, LA 70601;

BERNADINE B. ZIBILICH, of full age of majority, whose mailing address is 125 Valentine, Avondale, LA 70094;

ROSE MARIE PETITJEAN, of full age of majority, whose mailing address is 1451 Chateau Circle N., Lake Charles, LA 70605;

DAVID L. BOURDIER, of full age of majority, whose mailing address is P.O. Box 762, Patterson, LA 70392;

BERNICE F. BOUDREAUX, of full age of majority, whose mailing address is 3801 East Galbraith, Apt. 105, Cincinnati, OH 45236;

MARK W. BOUDREAUX, of full age of majority, whose mailing address is 2601 Petworth Court, Cincinnati, OH 45236;

WAYNE F. BOUDREAUX, of full age of majority, whose mailing address is 1165 Ivanhoe Drive, No. Muskegon, MI 49445;

RAYNELL MARIE BRUCE KIBODEAUX, of full age of majority, whose mailing address is 1641 Prarie Mark, Houston, TX 77077;

PATRICIA GAY BRUCE HUFF, of full age of majority, whose mailing address is 214 Morton Street, Jennings, LA 70546, and

NELIA KAREN BRUCE GOLDMAN, of full age of majority, whose mailing address is 2410 Pinehurst, Monroe, LA 71201,

hereinafter referred to as "Lessors" and,

CASTEX SYSTEMS, INC., a Louisiana corporation, domiciled in Jefferson Davis Parish, LA, represented herein by its duly authorized President, BEECHER D. HOWARD,

hereinafter referred to as "Lessee", as follows, to-wit:

I.

Lessors hereby lease unto Lessee the following described property located in Jefferson Davis Parish, LA, to-wit:

That certain 50 acre tract of land located in Section 17, Township 10 South, Range 2 West, La. Mer., described as Beginning at a 1/4" Rod in the North line of Section 17, South 62°06'20" East a distance of 1,167.31 feet from the Northwest corner of said Section 17; thence South 61°49'32" East a distance of 1,119.27 feet to a 1/4" iron rod; thence South 61°41'03" East a distance of 1,137.77 feet to an iron pipe set for corner; thence South 41°07'34" West a distance of 1,017.73 feet to an iron pipe set for corner; thence North 71°29'41" West a distance of 1,585.27 feet to an iron pipe set for corner; thence North 18°30'16" East a distance of 481.66 feet to an iron pipe set for corner; thence North 19°38'59" West a distance of 445.06 feet to a 3/4" iron pipe for corner; thence North 18°21'38" East a distance of 100.03 feet to a 3/4" iron pipe for corner; thence South 71°29'30" East a distance of 22.21 feet to a point for corner; thence North 19°16'24" East a distance of 389.67 feet to the place of beginning containing 50.00 acres as per plat of survey prepared by James W. Wingfield, Jr., Registered Land Surveyor, dated September 10, 1984, revised October 9, 1984, which is annexed hereto and made a part hereof.

II.

This lease shall also include the use of the road leading to the leased premises from Louisiana Highway 1126. Lessee obligates itself to maintain the road.

III.

This lease is for the purpose of using the well located thereon known as the Delta Well #1 as a salt water disposal well and the storage of drilling fluids, together with the surface of the leased premises for oilfield mud disposal.

IV.

This lease is for a term of 5 years beginning Nov.15, 1984, and ending Nov. 14, 1989, provided, however, Lessee is given the option to renew this lease for an additional 5 years on the same terms and conditions, however, the rental shall be negotiated. Should Lessee desire to exercise this option, he shall notify Lessors in writing at least 60 days prior to Nov. 14, 1989. Notice shall be sent to either Mr. Worrell B. Johnson, P.O. Box 388, Welsh, LA 70591, or Mr. R. Raymond Bruce, 439 E. Academy, Jennings, LA 70546.

V.

This lease is made for and in consideration of a yearly rental of $15,000.00 per year, payable yearly in advance.

VI.

Lessors will not be responsible for any damages of any sort to any persons or property, however occasioned; and Lessee shall hold Lessors harmless from any claims by or liability arising out of the use of the leased premises and road by Lessee. Lessee shall carry public liability on the leased premises in the minimum amount of $1,000,000 for each occurrence.

VII.

Should Lessee at any time violate any of the conditions of this lease or fail to comply with any of Lessee's obligations hereunder, or fail to pay the rent at maturity, as stipulated, or upon the filing of a bankruptcy, receivership or respite petition by or against Lessee, or upon Lessee's suspension, failure or insolvency, the rent for the whole unexpired term of this lease shall, without putting Lessee in default, at once become due and exigible, and in such event, Lessor shall have the option either at once to demand the entire rent for the whole term or to immediately cancel this lease, without putting Lessee in default; Lessee to remain responsible for all damages or losses suffered by Lessor; Lessee hereby assenting thereto and expressly waiving the legal notice to vacate the premises. Failure to strictly and promptly enforce these conditions shall not operate as a waiver of Lessors' rights, Lessors expressly reserving the right to always

enforce prompt payment of the rent or to cancel this lease regardless of any indulgences or extensions previously granted. Failure to comply with any condition or obligation of this lease shall make Lessee liable for any loss of damage sustained by Lessors.

VIII.

Lessee agrees to pay reasonable attorneys fees and court costs should it become necessary for Lessors to employ an attorney to recover the rent, or for or on account of any breach of, or to enforce or interpret any of the provisions of this lease, or for the recovery of the possession of the leased premises.

IX.

At the termination of this lease, Lessee agrees to restore the premises to their original condition as near as practicable, including but not limited to the removal of all pipes, buildings, the filling in of all pits and the leveling of all levees.

X.

This lease supersedes and is in lieu of that certain lease agreement by and between the parties recorded in counterparts in Conveyance Book 545, pages 655 through 704.

XI.

This agreement will be executed in multiple courterparts, each of which shall be an original document binding upon the party or parties so signing.

IN TESTIMONY WHEREOF, Lessors and Lessee have executed this instrument in the presence of the undersigned competent witnesses, on the dates and at the places set forth in the acknowledgments.

WITNESSES:

Sheila Nickel

Geraldine VanHook

Sheila Nickel

Geraldine VanHook

Sheila Nickel

Geraldine VanHook

Worrell B. Johnson
Worrell B. Johnson

Ora J. Miguez
Ora J. Miguez

Lydia Boudreaux
Lydia Boudreaux

Sheila Nickel
Geraldine VanHook

Mamie C. Johnson
Mamie C. Johnson

Sheila Nickel
Geraldine VanHook

Richard W. Johnson
Richard W. Johnson

Melissa Richardson
Geraldine VanHook

R. Raymond Bruce
R. Raymond Bruce

Yvette M. LaFleur

Albert S. Johnson, III

Sheila Nickel
Geraldine VanHook

Sandra Lynn Johnson Trahan
Sandra Lynn Johnson Trahan,
Individually and as agent and attorney
in fact for Marvel A. Johnson

Milton F. Bourdier

Sheila Nickel
Geraldine VanHook

Alfred C. Bourdier
Alfred C. Bourdier

Sheila Nickel
Geraldine VanHook

Lynn H. Bourdier
Lynn H. Bourdier

Bernadine B. Zibilich

Sheila Nickel
Geraldine VanHook

Rose Marie Petitjean
Rose Marie Petitjean

Sheila Nickel
Geraldine VanHook

David L. Bourdier
David L. Bourdier

Bernice F. Boudreaux

Mark W. Boudreaux

Wayne F. Boudreaux

Lady Kibodeaux
Geraldine VanHook

Raynell Marie Bruce Kibodeaux
Raynell Marie Bruce Kibodeaux

Sheila Nickel
Geraldine VanHook

Patricia Gay Bruce Huff
Patricia Gay Bruce Huff

Robin Huff
Angela Hall

Nelia Karen Bruce Goldman
Nelia Karen Bruce Goldman

Patricia P. Cooper
Lee W. Nichols

CASTEX SYSTEMS, INC.
BY: Beecher D. Howard
Beecher D. Howard, President

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

On this 26th day of November, 1984, before me personally appeared:

WORRELL B. JOHNSON, ORA J. MIGUEZ, LYDIA BOUDREAUX, MAMIE C. JOHNSON, RICHARD W. JOHNSON, R. RAYMOND BRUCE, SANDRA LYNN JOHNSON TRAHAN, ALFRED C. BOURDIER, LYNN H. BOURDIER, ROSE MARIE PETITJEAN, DAVID L. BOURDIER, RAYNELL MARIE BRUCE KIBODEAUX, PATRICIA GAY BRUCE HUFF, NELIA KAREN BRUCE GOLDMAN, and BEECHER D. HOWARD

to me known to be some of the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, and in the capacity therein stated.

NOTARY PUBLIC

WILLIAM NOEL KNIGHT
ATTORNEY - NOTARY PUBLIC
COMMISSION FOR LIFE

RESOLUTION

RESOLVED by the Board of Directors of the corporation that it lease from the Johnson-Boudreaux Heirs 50 acres of property owned by them and located in Section 17, Township 10 South, Range 2 West, La. Mer., as per plat of survey prepared by James W. Wingfield, Jr., Registered Land Surveyor, dated September 10, 1984, revised October 9, 1984.

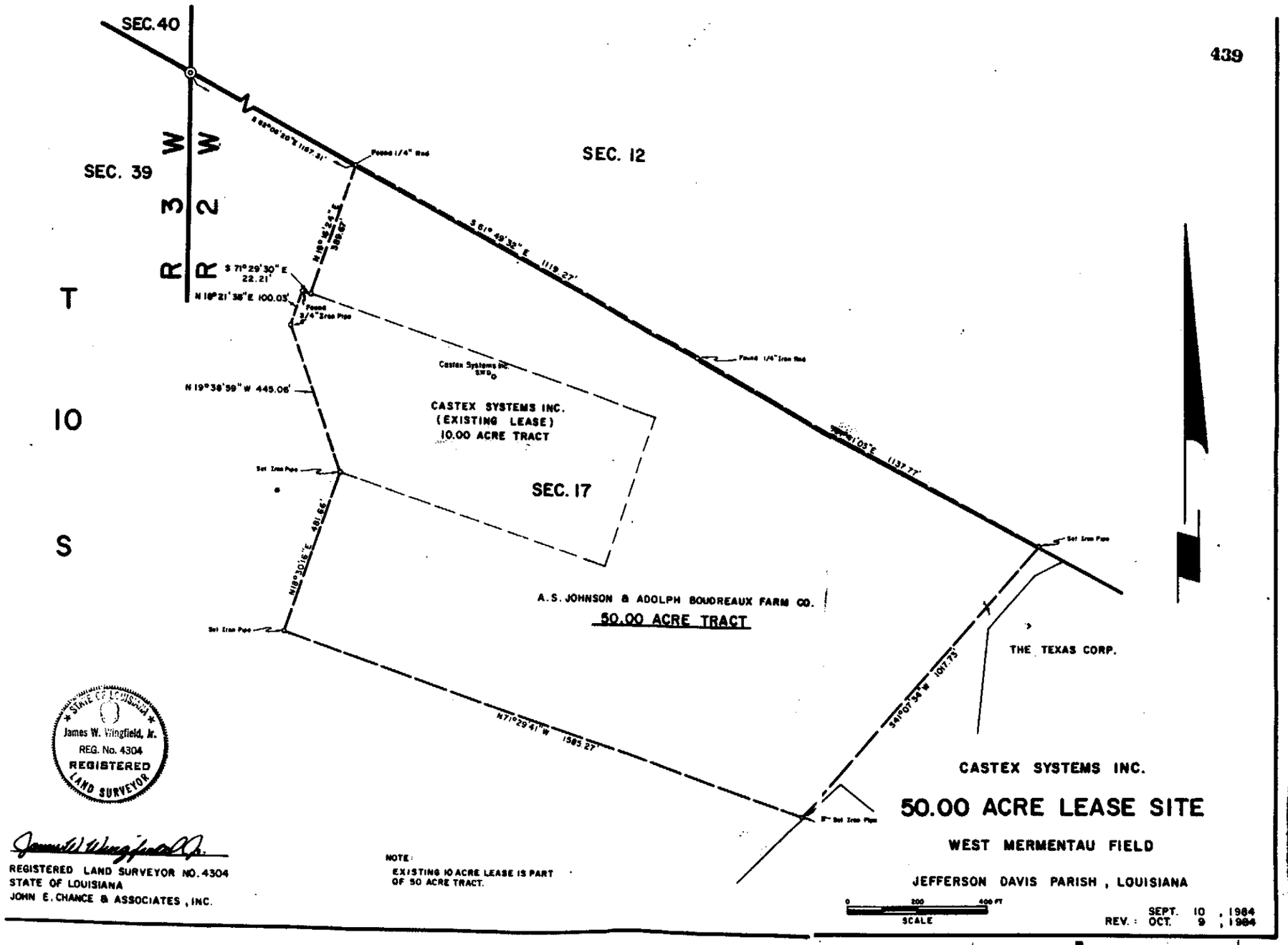
BE IT FURTHER RESOLVED that Beecher D. Howard, President of the corporation be and he is hereby authorized, empowered and directed to execute the lease agreement to contain such terms and conditions and for a price as he deems necessary and advisable in his uncontrolled discretion.

CERTIFICATE

I, JOHN A. HOWARD , Secretary-Treasurer of CASTEX SYSTEMS, INC., do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at a meeting of the Board of Directors of said corporation held on November 26, 1984 , at which meeting all of the members of the Board of Directors were present in person and waived notice of the meeting and each voted unanimously in favor thereof. This resolution has not been modified or rescinded and is still in full force and effect.

Jennings, LA, this 26 day of November , 1984.

John A. Howard
Secretary-Treasurer



CAY B. HUFF, CLERK OF COURT

Exhibit D
Castex Development - Title and Lease History - 001125

ALBERT S. JOHNSON III TO CASTEX SYSTEMS INC LSE AGREE

Albert

440 455716

RECEIVED AND FILED
1984 NOV 29 PM 1:21
Gay B. Huff
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS : LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that:

This contract of lease and agreement is entered into by and between:

WORRELL B. JOHNSON, of full age of majority, whose mailing address is P.O. Box 388, Welsh, LA 70591;

ORA J. MIGUEZ, of full age of majority, whose mailing address is 114 Davies Street, Jennings, LA 70546;

LYDIA BOUDREAUX, of full age of majority, whose mailing address is 1313 10th Street, Lake Charles, LA 70601;

MAMIE C. JOHNSON, of full age of majority, whose mailing address is P.O. Box 162, Welsh, LA 70591;

RICHARD W. JOHNSON, of full age of majority, whose mailing address is P.O. Box 190, Welsh, LA 70591;

455716

R. RAYMOND BRUCE, of full age of majority, whose mailing address is 439 E. Academy, Jennings, LA 70546;

YVETTE M. LaFLEUR, of full age of majority, whose mailing address is 2305 Palato Dr, Marshall, TX 75670;

LAW OFFICES OF KNIGHT & MILLER P.O. BOX 1388 JENNINGS, LA. 70546

ALBERT S. JOHNSON, III, of full age of majority, whose mailing address is 7805 Windfont, Parker, CO 80134;

SANDRA LYNN JOHNSON TRAHAN, of full age of majority, whose mailing address is 230 Village Lane, Lafayette, LA 70506, individually, and as agent and attorney in fact for MARVEL A. JOHNSON;

MILTON F. BOURDIER, of full age of majority, whose mailing address is 13270 Web Lane, Sugarland, TX 77478;

ALFRED C. BOURDIER, of full age of majority, whose mailing address is Route 11, Box 932, Lake Charles, LA 70611;

LYNN H. BOURDIER, of full age of majority, whose mailing address is 416 Julius Street, Lake Charles, LA 70601;

BERNADINE B. ZIBILICH, of full age of majority, whose mailing address is 125 Valentine, Avondale, LA 70094;

ROSE MARIE PETITJEAN, of full age of majority, whose mailing address is 1451 Chateau Circle N., Lake Charles, LA 70605;

DAVID L. BOURDIER, of full age of majority, whose mailing address is P.O. Box 762, Patterson, LA 70392;

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PATRICIA GAY BRUCE HUFF, of full age of majority, whose mailing address is 214 Morton Street, Jennings, LA 70546, and

NELIA KAREN BRUCE GOLDMAN, of full age of majority, whose mailing address is 2410 Pinehurst, Monroe, LA 71201,

hereinafter referred to as "Lessors" and,

CASTEX SYSTEMS, INC., a Louisiana corporation, domiciled in Jefferson Davis Parish, LA, represented herein by its duly authorized President, BEECHER D. HOWARD,

hereinafter referred to as "Lessee", as follows, to-wit:

I.

Lessors hereby lease unto Lessee the following described property located in Jefferson Davis Parish, LA, to-wit:

That certain 50 acre tract of land located in Section 17, Township 10 South, Range 2 West, La. Mer., described as Beginning at a 1/4" Rod in the North line of Section 17, South 62°06'20" East a distance of 1,167.31 feet from the Northwest corner of said Section 17; thence South 61°49'32" East a distance of 1,119.27 feet to a 1/4" iron rod; thence South 61°41'03" East a distance of 1,137.77 feet to an iron pipe set for corner; thence South 41°07'34" West a distance of 1,017.73 feet to an iron pipe set for corner; thence North 71°29'41" West a distance of 1,585.27 feet to an iron pipe set for corner; thence North 18°30'16" East a distance of 481.66 feet to an iron pipe set for corner; thence North 19°38'59" West a distance of 445.06 feet to a 3/4" iron pipe for corner; thence North 18°21'38" East a distance of 100.03 feet to a 3/4" iron pipe for corner; thence South 71°29'30" East a distance of 22.21 feet to a point for corner; thence North 19°16'24" East a distance of 389.67 feet to the place of beginning containing 50.00 acres as per plat of survey prepared by James W. Wingfield, Jr., Registered Land Surveyor, dated September 10, 1984, revised October 9, 1984, which is annexed hereto and made a part hereof.

II.

This lease shall also include the use of the road leading to the leased premises from Louisiana Highway 1126. Lessee obligates itself to maintain the road.

III.

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IV.

This lease is for a term of 5 years beginning Nov.15, 1984, and ending Nov. 14, 1989, provided, however, Lessee is given the option to renew this lease for an additional 5 years on the same terms and conditions, however, the rental shall be negotiated. Should Lessee desire to exercise this option, he shall notify Lessors in writing at least 60 days prior to Nov. 14, 1989. Notice shall be sent to either Mr. Worrell B. Johnson, P.O. Box 388, Welsh, LA 70591, or Mr. R. Raymond Bruce, 439 E. Academy, Jennings, LA 70546.

V.

This lease is made for and in consideration of a yearly rental of $15,000.00 per year, payable yearly in advance.

VI.

Lessors will not be responsible for any damages of any sort to any persons or property, however occasioned; and Lessee shall hold Lessors harmless from any claims by or liability arising out of the use of the leased premises and road by Lessee. Lessee shall carry public liability on the leased premises in the minimum amount of $1,000,000 for each occurrence.

VII.

Should Lessee at any time violate any of the conditions of this lease or fail to comply with any of Lessee's obligations hereunder, or fail to pay the rent at maturity, as stipulated, or upon the filing of a bankruptcy, receivership or respite petition by or against Lessee, or upon Lessee's suspension, failure or insolvency, the rent for the whole unexpired term of this lease shall, without putting Lessee in default, at once become due and exigible, and in such event, Lessor shall have the option either at once to demand the entire rent for the whole term or to immediately cancel this lease, without putting Lessee in default; Lessee to remain responsible for all damages or losses suffered by Lessor; Lessee hereby assenting thereto and expressly waiving the legal notice to vacate the premises. Failure to strictly and promptly enforce these conditions shall not operate as a waiver of Lessors' rights, Lessors expressly reserving the right to always

enforce prompt payment of the rent or to cancel this lease regardless of any indulgences or extensions previously granted. Failure to comply with any condition or obligation of this lease shall make Lessee liable for any loss of damage sustained by Lessors.

VIII.

Lessee agrees to pay reasonable attorneys fees and court costs should it become necessary for Lessors to employ an attorney to recover the rent, or for or on account of any breach of, or to enforce or interpret any of the provisions of this lease, or for the recovery of the possession of the leased premises.

IX.

At the termination of this lease, Lessee agrees to restore the premises to their original condition as near as practicable, including but not limited to the removal of all pipes, buildings, the filling in of all pits and the leveling of all levees.

X.

This lease supersedes and is in lieu of that certain lease agreement by and between the parties recorded in counterparts in Conveyance Book 545, pages 655 through 704.

XI.

This agreement will be executed in multiple courterparts, each of which shall be an original document binding upon the party or parties so signing.

IN TESTIMONY WHEREOF, Lessors and Lessee have executed this instrument in the presence of the undersigned competent witnesses, on the dates and at the places set forth in the acknowledgments.

WITNESSES:

_____

_____

_____

_____

_____

_____

_____
Worrell B. Johnson

_____
Ora J. Miguez

_____
Lydia Boudreaux

Mamie C. Johnson

Richard W. Johnson

R. Raymond Bruce

Yvette M. LaFleur

Hazel M. Shelbourn

Albert S. Johnson, III

Linda L. Shepherd

Sandra Lynn Johnson Trahan,
Individually and as agent and attorney
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Milton F. Bourdier

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Bernadine B. Zibilich

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David L. Bourdier

Bernice F. Boudreaux

Mark W. Boudreaux

Wayne F. Boudreaux

Raynell Marie Bruce Kibodeaux

Patricia Gay Bruce Huff

Nelia Karen Bruce Goldman

CASTEX SYSTEMS, INC.

BY: _____
Beecher D. Howard, President

STATE OF COLORADO

COUNTY OF Douglas

On this 3rd day of November, 1984, before me personally appeared:

ALBERT S. JOHNSON, III.

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

My Commission Expires 7-21-87
BANK OF THE WEST,
Parker, Colo. 80134
Parker Rd. & Main

Melanie M. Johnson
NOTARY PUBLIC
BANK OF THE WEST
BOX 1208
PARKER, CO 80134

GAY B. HUFF, CLERK OF COUN

WAYNE F. BOUDREAUX TO CASTEX SYSTEMS INC LSE AGREE

Wayne

447

455717

RECEIVED AND FILED
1984 NOV 29 PM 1:21
Gay B. Huff
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

LEASE AGREEMENT

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455717

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P.O. BOX 1385
JENNINGS, LA. 70546

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This agreement will be executed in multiple courterparts, each of which shall be an original document binding upon the party or parties so signing.

IN TESTIMONY WHEREOF, Lessors and Lessee have executed this instrument in the presence of the undersigned competent witnesses, on the dates and at the places set forth in the acknowledgments.

WITNESSES:

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_____

_____ Ora J. Miguez

_____

_____ Lydia Boudreaux

_____

Mamie C. Johnson

Richard W. Johnson

R. Raymond Bruce

Yvette M. LaFleur

Albert S. Johnson, III

Sandra Lynn Johnson Trahan,
Individually and as agent and attorney
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Alfred C. Bourdier

Lynn H. Bourdier

Bernadine B. Zibilich

Rose Marie Petitjean

David L. Bourdier

Bernice F. Boudreaux

Mark W. Boudreaux

Deloris Malone

Wayne F. Boudreaux

Thomas J. VanderLee, Vice-Pres

Raynell Marie Bruce Kibodeaux

Patricia Gay Bruce Huff

Nelia Karen Bruce Goldman

CASTEX SYSTEMS, INC.

BY: _____
Beecher D. Howard, President

STATE OF MICHIGAN

COUNTY OF Muskegon

On this 31st day of October, 1984, before me personally appeared:

WAYNE F. BOUDREAUX

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Doris L. Kalinowski
NOTARY PUBLIC
Doris Kalinowski
Exp 5-16-86

GAY B. HUFF, CLERK OF COURT

BERNADINE B. ZIBILICH TO CASTEX SYSTEMS INC LSE AGREE

Bernadine

454

RECEIVED AND FILED
1984 NOV 29 PM 1:21

455718

Gay B. Hyff
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS : LEASE AGREEMENT

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455718

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Christie Lefort

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Bernadine B. Zibilich

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David L. Bourdier

Bernice F. Boudreaux

Mark W. Boudreaux

Wayne F. Boudreaux

Raynell Marie Bruce Kibodeaux

Patricia Gay Bruce Huff

Nelia Karen Bruce Goldman

CASTEX SYSTEMS, INC.

BY: _____
Beecher D. Howard, President

460

STATE OF LOUISIANA

PARISH OF JEFFERSON

On this 25th day of OCTOBER, 1984, before me personally appeared:

BERNADINE B. ZIBILICH

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Cindy P. Valence
NOTARY PUBLIC

GAY B. HUFF, CLERK OF COURT

YVETTE M. LAFLEUR TO CASTEX SYSTEMS INC LSE AGREE

Yvette

461

455719

RECEIVED AND FILED
1984 NOV 29 PM 1:22

Gay B. Hugg
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

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R. RAYMOND BRUCE, of full age of majority, whose mailing address is 439 E. Academy, Jennings, LA 70546;

455719

YVETTE M. LaFLEUR, of full age of majority, whose mailing address is 2305 Palato Dr, Marshall, TX 75670;

LAW OFFICES OF
KNIGHT & MILLER
P.O. BOX 1385
JENNINGS, LA. 70546

ALBERT S. JOHNSON, III, of full age of majority, whose mailing address is 7805 Windfont, Parker, CO 80134;

SANDRA LYNN JOHNSON TRAHAN, of full age of majority, whose mailing address is 230 Village Lane, Lafayette, LA 70506, individually, and as agent and attorney in fact for MARVEL A. JOHNSON;

MILTON F. BOURDIER, of full age of majority, whose mailing address is 13270 Web Lane, Sugarland, TX 77478;

ALFRED C. BOURDIER, of full age of majority, whose mailing address is Route 11, Box 932, Lake Charles, LA 70611;

LYNN H. BOURDIER, of full age of majority, whose mailing address is 416 Julius Street, Lake Charles, LA 70601;

BERNADINE B. ZIBILICH, of full age of majority, whose mailing address is 125 Valentine, Avondale, LA 70094;

ROSE MARIE PETITJEAN, of full age of majority, whose mailing address is 1451 Chateau Circle N., Lake Charles, LA 70605;

DAVID L. BOURDIER, of full age of majority, whose mailing address is P.O. Box 762, Patterson, LA 70392;

BERNICE F. BOUDREAUX, of full age of majority, whose mailing address is 3801 East Galbraith, Apt. 105, Cincinnati, OH 45236;

MARK W. BOUDREAUX, of full age of majority, whose mailing address is 2601 Petworth Court, Cincinnati, OH 45236;

WAYNE F. BOUDREAUX, of full age of majority, whose mailing address is 1165 Ivanhoe Drive, No. Muskegon, MI 49445;

RAYNELL MARIE BRUCE KIBODEAUX, of full age of majority, whose mailing address is 1641 Prarie Mark, Houston, TX 77077;

PATRICIA GAY BRUCE HUFF, of full age of majority, whose mailing address is 214 Morton Street, Jennings, LA 70546, and

NELIA KAREN BRUCE GOLDMAN, of full age of majority, whose mailing address is 2410 Pinehurst, Monroe, LA 71201,

hereinafter referred to as "Lessors" and,

CASTEX SYSTEMS, INC., a Louisiana corporation, domiciled in Jefferson Davis Parish, LA, represented herein by its duly authorized President, BEECHER D. HOWARD,

hereinafter referred to as "Lessee", as follows, to-wit:

I.

Lessors hereby lease unto Lessee the following described property located in Jefferson Davis Parish, LA, to-wit:

That certain 50 acre tract of land located in Section 17, Township 10 South, Range 2 West, La. Mer., described as Beginning at a 1/4" Rod in the North line of Section 17, South 62°06'20" East a distance of 1,167.31 feet from the Northwest corner of said Section 17; thence South 61°49'32" East a distance of 1,119.27 feet to a 1/4" iron rod; thence South 61°41'03" East a distance of 1,137.77 feet to an iron pipe set for corner; thence South 41°07'34" West a distance of 1,017.73 feet to an iron pipe set for corner; thence North 71°29'41" West a distance of 1,585.27 feet to an iron pipe set for corner; thence North 18°30'16" East a distance of 481.66 feet to an iron pipe set for corner; thence North 19°38'59" West a distance of 445.06 feet to a 3/4" iron pipe for corner; thence North 18°21'38" East a distance of 100.03 feet to a 3/4" iron pipe for corner; thence South 71°29'30" East a distance of 22.21 feet to a point for corner; thence North 19°16'24" East a distance of 389.67 feet to the place of beginning containing 50.00 acres as per plat of survey prepared by James W. Wingfield, Jr., Registered Land Surveyor, dated September 10, 1984, revised October 9, 1984, which is annexed hereto and made a part hereof.

II.

This lease shall also include the use of the road leading to the leased premises from Louisiana Highway 1126. Lessee obligates itself to maintain the road.

III.

This lease is for the purpose of using the well located thereon known as the Delta Well #1 as a salt water disposal well and the storage of drilling fluids, together with the surface of the leased premises for oilfield mud disposal.

IV.

This lease is for a term of 5 years beginning Nov.15, 1984, and ending Nov. 14, 1989, provided, however, Lessee is given the option to renew this lease for an additional 5 years on the same terms and conditions, however, the rental shall be negotiated. Should Lessee desire to exercise this option, he shall notify Lessors in writing at least 60 days prior to Nov. 14, 1989. Notice shall be sent to either Mr. Worrell B. Johnson, P.O. Box 388, Welsh, LA 70591, or Mr. R. Raymond Bruce, 439 E. Academy, Jennings, LA 70546.

V.

This lease is made for and in consideration of a yearly rental of $15,000.00 per year, payable yearly in advance.

VI.

Lessors will not be responsible for any damages of any sort to any persons or property, however occasioned; and Lessee shall hold Lessors harmless from any claims by or liability arising out of the use of the leased premises and road by Lessee. Lessee shall carry public liability on the leased premises in the minimum amount of $1,000,000 for each occurrence.

VII.

Should Lessee at any time violate any of the conditions of this lease or fail to comply with any of Lessee's obligations hereunder, or fail to pay the rent at maturity, as stipulated, or upon the filing of a bankruptcy, receivership or respite petition by or against Lessee, or upon Lessee's suspension, failure or insolvency, the rent for the whole unexpired term of this lease shall, without putting Lessee in default, at once become due and exigible, and in such event, Lessor shall have the option either at once to demand the entire rent for the whole term or to immediately cancel this lease, without putting Lessee in default; Lessee to remain responsible for all damages or losses suffered by Lessor; Lessee hereby assenting thereto and expressly waiving the legal notice to vacate the premises. Failure to strictly and promptly enforce these conditions shall not operate as a waiver of Lessors' rights, Lessors expressly reserving the right to always

enforce prompt payment of the rent or to cancel this lease regardless of any indulgences or extensions previously granted. Failure to comply with any condition or obligation of this lease shall make Lessee liable for any loss of damage sustained by Lessors.

VIII.

Lessee agrees to pay reasonable attorneys fees and court costs should it become necessary for Lessors to employ an attorney to recover the rent, or for or on account of any breach of, or to enforce or interpret any of the provisions of this lease, or for the recovery of the possession of the leased premises.

IX.

At the termination of this lease, Lessee agrees to restore the premises to their original condition as near as practicable, including but not limited to the removal of all pipes, buildings, the filling in of all pits and the leveling of all levees.

X.

This lease supersedes and is in lieu of that certain lease agreement by and between the parties recorded in counterparts in Conveyance Book 545, pages 655 through 704.

XI.

This agreement will be executed in multiple courterparts, each of which shall be an original document binding upon the party or parties so signing.

IN TESTIMONY WHEREOF, Lessors and Lessee have executed this instrument in the presence of the undersigned competent witnesses, on the dates and at the places set forth in the acknowledgments.

WITNESSES:

_____

_____

_____

_____

_____

_____

Worrell B. Johnson

Ora J. Miguez

Lydia Boudreaux

Mamie C. Johnson

Richard W. Johnson

R. Raymond Bruce

Yvette M. LaFleur

Albert S. Johnson, III

Sandra Lynn Johnson Trahan,
Individually and as agent and attorney
in fact for Marvel A. Johnson

Milton F. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine B. Zibilich

Rose Marie Petitjean

David L. Bourdier

Bernice F. Boudreaux

Mark W. Boudreaux

Wayne F. Boudreaux

Raynell Marie Bruce Kibodeaux

Patricia Gay Bruce Huff

Nelia Karen Bruce Goldman

CASTEX SYSTEMS, INC.

BY: _____
Beecher D. Howard, President

STATE OF TEXAS
COUNTY OF Harris

On this 22 day of Mch., 1984, before me personally appeared:

YVETTE M. LaFLEUR

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Lisa R. Adam
NOTARY PUBLIC

GAY B. HUFF, CLERK OF COURT

BERNICE F. BOUDREAUX ET AL TO CASTEX SYSTEMS INC LSE AGREE

468

455720

RECEIVED AND FILED

1984 NOV 29 PM 1:22

CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that:

This contract of lease and agreement is entered into by and between:

WORRELL B. JOHNSON, of full age of majority, whose mailing address is P.O. Box 388, Welsh, LA 70591;

ORA J. MIGUEZ, of full age of majority, whose mailing address is 114 Davies Street, Jennings, LA 70546;

LYDIA BOUDREAUX, of full age of majority, whose mailing address is 1313 10th Street, Lake Charles, LA 70601;

MAMIE C. JOHNSON, of full age of majority, whose mailing address is P.O. Box 162, Welsh, LA 70591;

RICHARD W. JOHNSON, of full age of majority, whose mailing address is P.O. Box 190, Welsh, LA 70591;

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MILTON F. BOURDIER, of full age of majority, whose mailing address is 13270 Web Lane, Sugarland, TX 77478;

ALFRED C. BOURDIER, of full age of majority, whose mailing address is Route 11, Box 932, Lake Charles, LA 70611;

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BERNICE F. BOUDREAUX, of full age of majority, whose mailing address is 3801 East Galbraith, Apt. 105, Cincinnati, OH 45236;

MARK W. BOUDREAUX, of full age of majority, whose mailing address is 2601 Petworth Court, Cincinnati, OH 45236;

WAYNE F. BOUDREAUX, of full age of majority, whose mailing address is 1165 Ivanhoe Drive, No. Muskegon, MI 49445;

LAW OFFICES OF
KNIGHT & MILLER
P.O. BOX 1385
JENNINGS, LA. 70546

455720

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NELIA KAREN BRUCE GOLDMAN, of full age of majority, whose mailing address is 2410 Pinehurst, Monroe, LA 71201,

hereinafter referred to as "Lessors" and,

CASTEX SYSTEMS, INC., a Louisiana corporation, domiciled in Jefferson Davis Parish, LA, represented herein by its duly authorized President, BEECHER D. HOWARD,

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II.

This lease shall also include the use of the road leading to the leased premises from Louisiana Highway 1126. Lessee obligates itself to maintain the road.

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V.

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VI.

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VII.

Should Lessee at any time violate any of the conditions of this lease or fail to comply with any of Lessee's obligations hereunder, or fail to pay the rent at maturity, as stipulated, or upon the filing of a bankruptcy, receivership or respite petition by or against Lessee, or upon Lessee's suspension, failure or insolvency, the rent for the whole unexpired term of this lease shall, without putting Lessee in default, at once become due and exigible, and in such event, Lessor shall have the option either at once to demand the entire rent for the whole term or to immediately cancel this lease, without putting Lessee in default; Lessee to remain responsible for all damages or losses suffered by Lessor; Lessee hereby assenting thereto and expressly waiving the legal notice to vacate the premises. Failure to strictly and promptly enforce these conditions shall not operate as a waiver of Lessors' rights, Lessors expressly reserving the right to always

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VIII.

Lessee agrees to pay reasonable attorneys fees and court costs should it become necessary for Lessors to employ an attorney to recover the rent, or for or on account of any breach of, or to enforce or interpret any of the provisions of this lease, or for the recovery of the possession of the leased premises.

IX.

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This agreement will be executed in multiple courterparts, each of which shall be an original document binding upon the party or parties so signing.

IN TESTIMONY WHEREOF, Lessors and Lessee have executed this instrument in the presence of the undersigned competent witnesses, on the dates and at the places set forth in the acknowledgments.

WITNESSES:

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_____

_____

_____

_____
Worrell B. Johnson

_____
Ora J. Miguez

_____
Lydia Boudreaux

Mamie C. Johnson

Richard W. Johnson

R. Raymond Bruce

Yvette M. LaFleur

Albert S. Johnson, III

Sandra Lynn Johnson Trahan,
Individually and as agent and attorney
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Milton F. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine B. Zibilich

Rose Marie Petitjean

David L. Bourdier

Bernice F. Boudreaux

Bernice F. Boudreaux

Mark W. Boudreaux

Mark W. Boudreaux

Wayne F. Boudreaux

Raynell Marie Bruce Kibodeaux

Patricia Gay Bruce Huff

Nelia Karen Bruce Goldman

CASTEX SYSTEMS, INC.

BY: _____
Beecher D. Howard, President

STATE OF OHIO

COUNTY OF Hamilton

On this 23rd day of October, 1984, before me personally appeared:

MARK W. BOUDREAUX and BERNICE F. BOUDREAUX

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Juanita DeVaughn
NOTARY PUBLIC

JUANITA DeVAUGHN
Notary Public, State of Ohio
My Commission Expires May 17, 1986

GAY B. HUFF, CLERK OF COURT

MILTON F. BOUDIER TO CASTEX SYSTEMS INC LSE AGREE

Milton

475

455721

RECEIVED AND FILED
1984 NOV 29 PM 1:23
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS : LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that:

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455721

LAW OFFICES OF
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IN TESTIMONY WHEREOF, Lessors and Lessee have executed this instrument in the presence of the undersigned competent witnesses, on the dates and at the places set forth in the acknowledgments.

WITNESSES:

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Worrell B. Johnson

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_____

Ora J. Miguez

_____

_____

Lydia Boudreaux

_____

Mamie C. Johnson

Richard W. Johnson

R. Raymond Bruce

Yvette M. LaFleur

Albert S. Johnson, III

Sandra Lynn Johnson Trahan,
Individually and as agent and attorney
in fact for Marvel A. Johnson

Catherine E. Boozy

Rebecca M. Gazaway

Milton F. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine B. Zibilich

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David L. Bourdier

Bernice F. Boudreaux

Mark W. Boudreaux

Wayne F. Boudreaux

Raynell Marie Bruce Kibodeaux

Patricia Gay Bruce Huff

Nelia Karen Bruce Goldman

CASTEX SYSTEMS, INC.

BY: Beecher D. Howard, President

STATE OF TEXAS
COUNTY OF Harris

On this 22nd day of October, 1984, before me personally appeared:

MILTON F. BOURDIER

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Betty Clark
NOTARY PUBLIC

Betty Clark
My Commission Expires 4-18-87

GAY B. HUFF, CLERK OF COURT

SAMEDAN OIL CORP ETAL TO CELT OIL INC AGREE

AUG 3 1984

440

455865

SAMEDAN OIL CORPORATION
1400 Saratoga Building
New Orleans, Louisiana 70112

July 24, 1984

Celt Oil, Inc.
2800 Youree Drive
P.O. Box 5757
Shreveport, Louisiana 71105
Attention: Ms. Susan Kramer

RE: West Mermentau Prospect
Jefferson Davis Parish
Louisiana

Guy B. Hugh
CLERK OF COURT
JEFFERSON DAVIS PARISH

RECEIVED AND FILED
1984 DEC -7 PM 1:59

455865

Gentlemen:

Samedan Oil Corporation and Quien Sabe Corporation (hereinafter referred to as "Samedan, et al") represent without warranty of any kind or character that they are owners of the lease located in Jefferson Davis Parish, Louisiana and further described in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "Farmout Lease" and/or "Farmout Area"). This letter, when accepted by you, will evidence in writing Samedan and Quien Sabe's agreement regarding said Farmout Lease.

Celt Oil, Inc. (hereinafter referred to as "Celt") has commenced the reworking of the Johnson-Boudreaux Well No. 1 located in Section 17, T10S-R2W, Jefferson Davis Parish, Louisiana on June 6, 1984. Said well is being recompleted on a lease basis between the interval 10,253' - 10,264' and is to be reworked at your sole cost, risk and expense. It is specifically understood this agreement is restricted to the interval 10,253'-10,264' as encountered in the Johnson-Boudreaux Well No. 1 and Celt's most recent rework operations on said interval commenced June 6, 1984.

If the well referred to above is completed as a well capable of production in paying quantities, Samedan, et al upon your written request, will assign and convey to you all of its right, title and interest in and to the Farmout Lease insofar, and only insofar, as it covers and affects lands included within the production unit established for said well subject to the reservation of an overriding royalty equal to the difference between the total lease burden and 30%, but in no event less than 5%. Said overriding royalty will be convertible to a proportionate 35% working interest at payout. It is understood and agreed said well shall be produced on a lease basis only and that Celt shall not apply to the Louisiana Department of Conservation for any production unit encompassing acreage other than the lease described in Exhibit "B" attached hereto. Failure to so comply shall cause the termination of this agreement.

It is further understood that Samedan and Quien Sabe's earlier Farmout Agreement, dated December 21, 1984 has terminated by its own terms. However, Celt's commitment to assume Samedan et al's plugging and restoration obligations for the No. 1 and 3 Johnson - Boudreaux Wells pursuant to said agreement remains. Additionally, Celt remains subject to those obligations agreed to pursuant to said Agreement which have not lapsed by their own terms.

The provisions included in the attached Exhibits "A-F" are an integral part of this agreement and you hereby agree to comply with all terms, conditions, and covenants set forth therein. Failure to comply with all terms, covenants and conditions shall cause this agreement to terminate at the option of Samedan and Quien Sabe.

It is understood and agreed that all references, on the Exhibits attached, to Samedan shall be construed to include Quien Sabe and any elections, options or rights granted pursuant to this agreement will be made by Samedan and Quien Sabe on an individual and separate basis.

If the foregoing terms are acceptable to you, please execute this letter in the space provided below and return one executed copy to Samedan within five (5) days from the date hereof. Failing which this agreement shall terminate and be of no further force and effect.

This instrument may be executed in counterpart, each of which shall be considered an original for all purposes.

Yours very truly,

SAMEDAN OIL CORPORATION

George L. DeMare

George L. DeMare
Division General Manager

QUIEN SABE CORPORATION

By: Russell Moore

President

It
Agreed to and Accepted on this ____
day of _____ 1984.

CELT OIL, INC.

By:_____

It is further understood that Samedan and Quien Sabe's earlier Farmout Agreement, dated December 21, 1984 has terminated by its own terms. However, Celt's commitment to assume Samedan et al's plugging and restoration obligations for the No. 1 and 3 Johnson - Boudreaux Wells pursuant to said agreement remains. Additionally, Celt remains subject to those obligations agreed to pursuant to said Agreement which have not lapsed by their own terms.

The provisions included in the attached Exhibits "A-F" are an integral part of this agreement and you hereby agree to comply with all terms, conditions, and covenants set forth therein. Failure to comply with all terms, covenants and conditions shall cause this agreement to terminate at the option of Samedan and Quien Sabe.

It is understood and agreed that all references, on the Exhibits attached, to Samedan shall be construed to include Quien Sabe and any elections, options or rights granted pursuant to this agreement will be made by Samedan and Quien Sabe on an individual and separate basis.

If the foregoing terms are acceptable to you, please execute this letter in the space provided below and return one executed copy to Samedan within five (5) days from the date hereof. Failing which this agreement shall terminate and be of no further force and effect.

This instrument may be executed in counterpart, each of which shall be considered an original for all purposes.

Yours very truly,

SAMEDAN OIL CORPORATION

George L. DeMare

George L. DeMare
Division General Manager

QUIEN SABE CORPORATION

By:_____

lt
Agreed to and Accepted on this 27th
day of July 1984.

CELT OIL, INC.

By:_____

4/82 EXHIBIT "A"

Attached to and made a part of that certain Farmout Agreement between Samedan Oil Corporation and Celt Oil, Inc. dated July 24, 1984 and covering lands located in West Mermentau Prospect, Jefferson Davis Parish, Louisiana.

~~1. Substitute Well:~~

~~If, prior to reaching the objective depth, you encounter mechanical~~ failure in the well resulting in the permanent loss of the hole at the point where mechanical failure is encountered, or, ~~if~~ you encounter heaving shale, domal formations, excessively ~~high~~ pressure water sands, cavity or other similar formations or ~~other~~ impenetrable formations through which you are unable to ~~drill~~ by appropriate and customary methods, you may drill a ~~substitute~~ well in lieu of the initial test well at a location ~~satisfactory~~ to Samedan under the same terms and conditions ~~set~~ forth for the initial test well, provided that such ~~substitute~~ well be commenced within thirty (30) days after plugging and ~~abandoning the initial test well.~~

~~2. Alternate Well:~~

~~If the initial or substitute well is completed as a dry and abandoned~~ well, you may commence the actual drilling of an ~~alternate~~ well at a location satisfactory to Samedan ~~within ninety~~ (90) days after the release of drilling rig ~~for the~~ initial test well or substitute well. Said ~~alternate well~~ will be drilled under the same terms and ~~conditions as the initial test well.~~

~~3. Continuous Drilling:~~

~~After commercial production has been established in the test well you~~ shall have the continuing right to drill additional wells at ~~locations~~ satisfactory to Samedan which well(s) shall be drilled ~~to~~ the same depth, and on the same terms and conditions ~~applicable~~ to the initial earning well in order to earn additional ~~acreage~~ out of the leases described in Exhibit "B", ~~provided that~~ not more than ninety (90) days lapse between the removal ~~of~~ the drilling rig for one well and the commencement of ~~actual~~ drilling operations on another well. It is understood ~~that~~ any assignment of such additional acreage will be under the ~~same~~ terms and conditions as provided for in connection with the ~~initial earning well~~.

~~4. Drilling Below Contract Depth:~~

~~It is specifically understood and agreed that in the event you drill~~ any well as provided herein to Contract Depth and then voluntarily drill the well to a greater depth but fail to complete ~~the~~ well as a well capable of producing oil and/or gas in ~~commercial~~ quantities at a depth greater than Contract Depth, and you do ~~then~~ complete the well as a well capable of producing oil and/~~or~~ gas in commercial quantities at Contract Depth or a depth ~~shallower~~ than Contract Depth, then in such event the cost of drilling ~~below~~ Contract Depth shall not be recoverable by you during ~~the~~ payout period. In the event that you do complete the well as a well capable of producing oil and/or gas in commercial quantities at a depth greater than Contract Depth, then in such event ~~the~~ term "Contract Depth" for the purpose hereof shall be ~~deemed~~ to be the base of the deepest reservoir in which said earning ~~well is so completed.~~

5. Provision to Take Over Well:

If you should drill any well provided for herein and elect not to make a completion attempt for said well, you shall give us prompt notice of such election, and we shall have twenty-four (24) hours within which to notify you of our election to take over the well at our sole cost, risk and expense and perform further operations. If we take over the

Exhibit D
Castex Development - Title and Lease History - 001171

well pursuant to the provisions of this paragraph, and we are successful in establishing production in said well, then the well, its production, equipment and leasehold acreage shall be owned entirely by Samedan and this agreement shall terminate as to the remaining unearned acreage. If we are unsuccessful in establishing production then your right to earn additional acreage pursuant to Paragraph 3, Continuous Drilling, shall remain applicable.

It is understood that you shall remain liable for all costs, expenses and liabilities incurred previously. All costs, expenses and liabilities incurred subsequent to the takeover date shall be Samedan's responsibility. With respect to equipment in and on said well owned by you, we agree to pay the salvage value thereof, less the costs of salvage. Notwithstanding the above it is understood that should Samedan fail to complete the well as a producer the cost of plugging the well shall be borne by us and the costs of restoring the premises shall be borne by you. If we elect not to takeover the well, you shall immediately plug and abandon said well at your sole cost, risk and expense.

6. Assignment:

~~Any assignment earned pursuant to this agreement will be limited in depth to the stratigraphic equivalent of deepest depth drilled and logged in said earning test well.~~ ~~Such~~ Any assignment by Samedan shall be without warranty of title, express or implied, but with full substitution and subrogation in and to all rights and actions of warranty held by Samedan. Said assignment by Samedan will be made subject to the terms and conditions of the Oil, Gas and Mineral leases in Exhibit "B" attached hereto, including but not limited to any and all obligations to said leases, as well as encumbrances pertaining thereto. You agree to hold Samedan harmless from any and all obligations with respect to said leases until such time as Samedan converts its overriding royalty to a working interest or you reassign your interest in said leases.

7. Overriding Royalty and Working Interest:

~~The overriding royalty herein reserved is to be proportionately reduced based upon the ratio that the unitized farmout acreage bears to the total number of acres in the production unit for said well.~~ Said reserved overriding royalty shall be delivered to the credit of Samedan into the pipeline or pipelines or tanks with which the test well may be connected, free and clear of all costs and expenses, except taxes on production. Samedan also reserves the right, at its option, for a period of thirty (30) days after receipt of notice from you that the well is paid out or plugged and abandoned to convert said overriding royalty to a proportionate working interest in the ~~test~~ well, its production, equipment and Farmout acreage included in the production unit established for said well. Said working interest is to be free and clear of all encumbrances other than those in effect at the time of this agreement.

~~8. Separate Election:~~

~~Notwithstanding anything to the contrary, it is understood that~~ Samedan's ownership of the Farmout Leases ~~described~~ in Exhibit "B" is both for itself and ~~beneficially on behalf~~ of its internal partners and Samedan ~~reserves the right~~ to make an assignment of a portion of its ~~interest in the Farmout Leases to such parties and each party shall~~

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~~have the right to make a separate election with respect to the conversion of the overriding royalty to a working interest as outlined in this agreement.~~

~~9. Subsequent Well:~~

~~It is understood that if after receiving an assignment of all of~~ Samedan's leasehold rights within the producing unit established for any earning test well and prior to payout of said earning test well should a subsequent well be proposed not under the terms of this agreement either on the Farmout acreage, or on acreage unitized therewith, and said proposal affects the Farmout acreage, Samedan shall be entitled to an assignment of leasehold rights covering those depths which may be affected by the drilling of such well or wells. The assignment shall be based upon Samedan's working interest back-in percentage at payout of the earning test well. It is further understood and agreed that said assignment shall be offered to Samedan by you at least thirty (30) days prior to the spud date of the subsequently proposed well, thereafter leasehold rights shall be governed by the terms and conditions of the Joint Operating Agreement provided for herein. Failure to comply shall cause you the forfeiture of any further payout recoupment of the earning test well for said Farmout acreage and it shall be considered as if said well had paid out and the applicable terms and conditions of this agreement relative to payout shall be effective. Said payout forfeiture date shall be commensurate with the spud date of the subsequent well. It is understood that this right will not affect in anyway the obligations of the parties with respect to the initial test well, or any substitutes ~~therefrom.~~

10. Payout:

Payout is hereby defined as that point when you shall have received out of production from the ~~test~~ well the cost of ~~locating, drilling, completing~~ recompleting and equipping said well, and the cost of operating same during the payout period after deducting applicable royalty, overriding royalty, production taxes and windfall profits taxes. In the event said well ceases to produce prior to Operator having received out of production the above stated sum, the salvage value of said well shall be applied to the unrecovered portion of such sum, and any amount in excess of the unrecovered portion shall be owned by the parties hereto in the same proportions as if said well had paid out and Samedan elected to backin. It is understood salvage value shall be computed after deducting costs of plugging and abandoning said well, including the costs of restoring said premises.

11. Payout Notification:

You agree to maintain true and correct books and records, showing the cost and expense incurred by you in connection with the test well as to the ~~drilling, testing,~~ re-completing, equipping and operating, and the production therefrom and such books and records shall, at all reasonable times, be open for inspection and audit by Samedan and/or its representatives. Not less than once every three months you shall furnish to Samedan a detailed statement clearly reflecting costs incurred by you with regard to such well and the production therefrom during the preceeding period and also reflecting the recovered amount of the costs and expenses incurred by you in connection with the test well. Such statements shall be mailed to Samedan Oil Corporation, P. O. Box 909, Ardmore, Oklahoma 73401, Attention: Vice President of Finance,(*) with a copy of such letter being sent to Samedan Oil Corporation, 1400 Saratoga Building, New Orleans, Louisiana 70112, Attention: Division General Manager. Within forty-five (45) days of such time as such well pays out, you shall notify Samedan in writing by registered mail at 1400 Saratoga Building, New Orleans, Louisiana

(*) and Quien Sabe Corporation, P.O. Box 1486, Ardmore, Oklahoma 73401, Attention: Mr. Wirt Batis,

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70112, Attention: Division General Manager,(*) with a copy of such letter being sent by registered mail to Samedan Oil Corporation, P. O. Box 909, Ardmore, Oklahoma 73401, Attention: Vice President of Finance. Said letter shall include the date payout is obtained, a current production rate and cummulative production history report through the end of previous month. We are to have thirty (30) days from the date the notice is received in which to elect to convert said override, and such conversion shall be effective as of the date of payout and the account will be adjusted accordingly. (*) and Quien Sabe Corporation, P.O. Box 1486, Ardmore, Oklahoma 73401, Attention: Mr. Wirt Batis,

12. First Production:

Should any well drilled pursuant to this agreement be placed on production prior to the completion of Division Orders, you agree, upon receipt of a Letter of Indemnification from us, to disburse Samedan's share of net revenue interest from the production of said well(s). Said initial payment shall be mailed to: Samedan Oil Corporation, P. O. Box 84747, Dallas, Texas 75284(*) and made within sixty (60) days of first production. All subsequent payments shall be made on a monthly basis thereafter. (*) and Quien Sabe Corporation, P.O. Box 1486, Ardmore, Oklahoma 73401, Attention: Mr. Wirt Batis,

13. Right of First Refusal:

You hereby grant to Samedan or its designee, the right of First Refusal to purchase all of the production of oil, gas and condensate attributable to your interest in the leasehold interest covered by this agreement, which right of first refusal shall be exercised in the manner hereinafter provided. At such time as production can first be sold from any leasehold interest covered hereby, and prior to any such sale, you shall obtain the best third party offer to purchase your share of the production and notify Samedan of the terms of such offer. Samedan shall have the right, exercisable within thirty (30) days to meet such offer on the same terms and conditions and acquire your production.

14. Gas Purchase Contract:

It is understood the Farmout Area is subject to an existing Gas Purchase Contract between Samedan Oil Corporation and Sam Noble, as Seller and Transcontinental Gas Pipeline Corporation, as Buyer dated December 9, 1976 and Celt agrees to be bound by the terms and conditions of same.

15. Gas Processing Facility:

In the event it becomes necessary for you to construct a gas processing facility, Samedan shall be offered the option to participate in such facility or have its share of gas processed through the facility at a cost no greater than that cost chargeable for like gas being processed by you at the same facility.

16. Minimum Royalty Reimbursement:

You agree to bear the cost of, and reimburse Samedan within thirty (30) days of receipt of invoice for 100% of minimum royalty accruing on the Farmout Leases until such time as you elect to forfeit all rights hereunder, or until Samedan exercises its right to convert its overriding royalty to a working interest on a well by well basis. It is understood that should you elect to forfeit your rights under this agreement such election is to be made in writing at least thirty (30) days prior to the due date of any minimum royalty for the Farmout Leases, failing which you shall remain liable to Samedan for the minimum royalty accrued. It is agreed that Samedan shall not be liable for failure to pay, or the improper payment of, any minimum royalty through clerical error, oversight, or otherwise, provided it has acted in good faith.

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16b. Renewals and Extensions:

Furthermore, in the event any lease or leases, subject to this Farmout Agreement, expire or are lost as a result of title failure, or for any other reason, any new lease, renewal, or extension acquired by you in whole or in part falling within the area of the Farmout Leases shall be considered as an acquisition at your sole expense, for the benefit of Samedan but will still be subject to this Farmout Agreement. It is understood that any such renewals or extensions shall be assigned into Samedan free and clear of any encumbrances other than lessor's royalty. Additionally, it is understood that said renewals or extensions shall also be burdened with the overriding royalty (if any) which presently burdens said leases as of the date of this agreement. If you elect not to renew or extend such leases, then in such event said leases shall no longer be subject to the terms and conditions of the Farmout Agreement. Further, you agree that the terms of this paragraph shall apply for a period of one year from said loss or expiration.

17. Shut-in Payments:

You agree to pay all required shut-in well payments and shall give notice to Samedan of such payment and shall furnish Samedan proof of the shut-in well payment at least thirty (30) days prior to the shut-in well payment date.

18. Reassignment:

After an assignment has been earned, it is understood that in the event any of the Farmout Leases(s) or any portion thereof is no longer being held by production you agree to reassign to us your interest in the lease(s) or portion thereof which is no longer being maintained by production. It is understood said reassignment is to be made within thirty (30) days from the date said lease(s) or portion thereof ceases to be held by production. In the event of reassignment to us by you or by your assignee or sublessee, the leases shall revest in us, free from any overriding royalty or other burden placed thereon by you, your assignee or sublessee. Furthermore, you agree that you will incorporate in any sublease or assignment which you may execute, a provision obligating your assignee or sublessee to protect the rights retained by us in our assignment to you, it being understood that our assignment to you shall include such obligation. ~~Notwithstanding~~ anything to the contrary, should you furnish Samedan ~~within~~ the abovementioned thirty (30) day period, a ~~proposal~~ for further operations to be performed in order to ~~reestablish~~ production and thereby maintain the Farmout ~~Lease~~(s), then Samedan agrees to waive the right of reassignment ~~pending~~ the outcome of the proposed operations. Should such ~~operations~~ result in restoration of production, then Samedan's right of reassignment shall not accrue until after cessation ~~of such production.~~

19. Title Opinions:

It is agreed that ~~at least thirty (30) days prior to the commencement of operations, on any well(s) drilled under the terms of this agreement,~~ you shall forward copies of all title opinions and curative matters relative to said well~~(s)~~. Said information should be sent to Samedan Oil Corporation, 1400 Saratoga Building, New Orleans, Louisiana 70112, Attention: Division Landman.

20. Loss of Rights:

It is understood that the only consequence of your failure to ~~drill and~~ recomplete the ~~test~~ well, ~~and or any subsequent wells,~~ as provided herein shall be the loss of rights which you might have earned by drilling such well or wells. It is understood that you shall remain responsible for any obligations which you incurred through the date of default.

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21. Operating Agreement:

It is understood that during the payout period for the recompleted well as defined herein this Farmout Agreement shall prevail and govern. Upon payout, should Samedan elect to convert its override to a working interest, all further operations pursuant to the well and farmout lease shall be governed by the March 1, 1961 Operating Agreement attached hereto and made a part hereof as Exhibit "C".

22. Liability and Insurance:

It is agreed that Samedan shall have no responsibility or liability in connection with your operations hereunder or with the drilling of said well or wells, and they are to be drilled without any cost to Samedan and you shall indemnify and hold Samedan harmless from any debts, claims, or damages of any kind or character, and from all losses, charges, costs, expenses, penalties, forfeitures, and losses of rights, arising out of or attributable to your acts or non-performance of obligations hereunder. You also agree to carry insurance identical to that required under Exhibit "D" attached hereto and shall supply Samedan with Insurance Certificates evidencing such, at least thirty (30) days prior to the commencement of operations. Said Insurance Certificates shall be mailed to Samedan Oil Corporation, 1400 Saratoga Building, New Orleans, Louisiana 70112, Attention: Division Landman.

23. Geological Data:

You agree to properly test any and all formations in which shows of oil and/or gas are encountered and offer Samedan the opportunity to witness all such tests and surveys, and the results thereof. It is also understood that Samedan's representatives shall have access to the rig floor at all times and to any and all information concerning any well drilled hereunder. As a further express consideration of this agreement, you agree to furnish Samedan with the data set forth on Exhibit "F" attached hereto.

24. Tax Provisions (2 options):

A. The liabilities of the parties hereto shall be several, not joint or collective, and each party shall be responsible only for his or its obligations. It is not the intention of the parties hereto to create any joint venture, agency, mining or other partnership or association or to render them liable as partners, and each party hereto elects to be excluded from the application of Sub-Chapter K of Chapter 1 of Sub-Title A of the U. S. Internal Revenue Code of 1954.

~~B. The parties hereto agree to be bound by the "Tax Provisions" as outlined on Exhibit "C" attached hereto and made a part hereof for all purposes.~~

25. Assignability:

The rights acquired by you hereunder may not be assigned in whole or in part without the written consent of Samedan, and any further assignment shall be made expressly subject to the terms and provisions of this agreement, and the leases affected hereby.

26. Governmental Applications:

In the event you should deem it necessary or desirable to apply to any

state or federal governmental authority for rules or orders governing the spacing of wells or the establishment of units affecting the Farmout Lease(s) you shall, at least thirty (30) days prior to the institution of any such proceedings notify us in writing at 1400 Saratoga Building, New Orleans, Louisiana 70112 of your proposed plan, setting forth in detail the purposes of such application or plan, the results to be achieved thereby, and full and complete information with respect thereto, and shall thereafter keep us fully informed with respect to such plan, including without limitation, any changes or modifications thereof.

At least ten (10) days prior to filing any such application, you shall furnish us with a copy thereof. Furthermore, at least twenty (20) days prior to any hearing pursuant to such application, you shall furnish us with a copy of all maps, plats, exhibits, documents and other material or evidence to be submitted at such hearing in connection with such application.

The furnishing of the information called for herein and the receipt thereof by us shall not be considered an acquiescence by us in any such plans or applications and shall not act to prevent us from any opposing plans applications or plans before the appropriate governmental board or authority if we see fit to do so.

EXHIBIT "B"

Attached to and made a part of that certain Farmout Agreement dated July 24, 1984 between Samedan Oil Corporation and Celt Oil, Inc. covering lands in West Mermentau Prospect, Jefferson Davis Parish, Louisiana.

LEASE NUMBER	LESSOR	LEASE DATE	RECORDATION
5-10-8	Rosa Castex Boudreaux, et al	8/7/54	Book 187, Folio 391, Entry No. 218425

Farmout Acreage includes those lands located within the geographical outline of the 10,200' Sand Unit of the Midwest Oil Corporation's (Amoco's) Johnson-Boudreaux Well No. 1, located in Section 17, Township 10 South, Range 2 West, Jefferson Davis Parish, Louisiana, as established by the Louisiana Department of Conservation Order No. 101-C-1.

The above Farmout lease is restricted to the interval 10,253' - 10,264' as encountered in the Johnson-Boudreaux Well No. 1.

Configuration of said 10,200' Sand Unit illustrated in Exhibit B-1 attached.

Exhibit D
Castex Development - Title and Lease History - 001178

10,200 FT SAND UNIT
294.0 ACRES
Sec. 5-8-S
Sec. 32-7-S
Coston & Cram et al
ORDER No. 101-C-1
EXHIBIT NO. 4
DOCKET NO 71-481
MIDWEST OIL CORPORATION
HOUSTON, TEXAS
UNIT MAP
10,200 FT. SAND UNIT
BEST MEDRENTAU FIELD
EXHIBIT B-1

EXHIBIT "C"

Attached to and made a part of that certain Farmout Agreement dated July 24, 1984 between Samedan Oil Corporation and Celt Oil, Inc. covering lands in West Mermentau Prospect, Jefferson Davis Parish, Louisiana.

O P E R A T I N G A G R E E M E N T

DATED

MARCH 1, 1961

FOR: ROSA CASTEX BOUDREAUX, ET AL IN TOWNSHIP 10 SOUTH, RANGES 2,3 WEST,

Jefferson Davis Parish, Louisiana

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OPERATING AGREEMENT

THIS AGREEMENT, entered into this 1st day of March, 1961, between Midwest Oil Corporation, a Nevada Corporation, hereinafter designated as "Operator", and the signatory parties other than Operator.

WITNESSETH, THAT:

WHEREAS, the parties to this agreement are owners of oil and gas leases covering and, if so indicated, unleased mineral interests in the tracts of land described in Exhibit "A", and all parties have reached an agreement to explore and develop these leases and interests for oil and gas to the extent and as hereinafter provided;

NOW, THEREFORE, it is agreed as follows:

1. DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings here ascribed to them.

(1) The words "party" and "parties" shall always mean a party, or parties, to this agreement.

(2) The parties to this agreement shall always be referred to as "it" or "they", whether the parties be corporate bodies, partnerships, associations, or persons real.

(3) The term "oil and gas" shall include oil, gas, casinghead gas, gas condensate, and all other liquid or gaseous hydrocarbons, unless an intent to limit the inclusiveness of this term is specifically stated.

(4) The term "oil and gas interests" shall mean unleased fee and mineral interests in tracts of land lying within the Unit Area which are owned by parties to this agreement.

(5) The term "Unit Area" shall refer to and include all of the lands, oil and gas leasehold interests and oil and gas interests intended to be developed and operated for oil and gas purposes under this agreement. Such lands, oil and gas leasehold interests and oil and gas interests are described in Exhibit "A"

Exhibit D
Castex Development - Title and Lease History - 001182

(6) The term "drilling unit" shall mean the area fixed for the drilling of one well by order or rule of any state or federal body having authority. If a drilling unit is not fixed by any such rule or order, a drilling unit shall be the drilling unit as established by the pattern of drilling in the Unit Area or as fixed by express agreement of the parties.

(7) All exhibits attached to this agreement are made a part of the contract as fully as though copied in full in the contract.

(8) The words "equipment" and"materials" as used here are synonymous and shall mean and include all oil field supplies and personal property acquired for use in the Unit Area.

2. TITLE EXAMINATION, LOSS OF LEASES AND OIL AND GAS INTERESTS

A. Title Examination:

Operator shall promptly submit abstracts certified from beginning to recent date, together with all title papers in its possession covering leases and oil and gas interests which it is subjecting to this agreement, to Operator's attorney for examination for the benefit of all parties.

A copy of each title opinion, and of each supplemental opinion, and of all final opinions, shall be sent promptly to each party. The opinion of the examining attorney concerning the validity of the title to each oil and gas interest and each lease, and the amount of interest covered thereby shall be binding and conclusive on the parties, but the acceptability of leases as to primary term, royalty provisions, drilling obligations, and special burdens, shall be a matter for approval and acceptance by authorized representative of each party.

B. Failure of Title:

After all titles are approved or accepted, any defects of title that may develop shall be the joint responsibility of all parties, and, if a title loss occurs, it shall be the loss of all parties, with each bearing its proportionate part of the loss and of any liabilities incurred in the loss. If such a loss occurs, there shall be no change in, or adjustment of, the interests of the parties in the remaining portion of the Unit Area.

Exhibit D
Castex Development - Title and Lease History - 001183

C. Loss of Leases for Other Than Title Failure:

If any lease or interest subject to this agreement be lost through failure to develop or because express or implied covenants have not been performed, or if any lease be permitted to expire at the end of its primary term and not be renewed or extended, the loss shall not be considered a failure of title and all such losses shall be joint losses and shall be borne by all parties in proportion to their interests and there shall be no re-adjustment of interests in the remaining portion of the Unit Area.

3. INTERESTS OF PARTIES

Exhibit "A" lists all of the parties, and their respective percentage or fractional interests under this agreement. Unless changed by other provisions, all costs and liabilities incurred in operations under this contract shall be borne and paid, and all equipment and material acquired in operations on the Unit Area shall be owned, by the parties as their interests are given in Exhibit "A". All production of oil and gas from the Unit Area, subject to the payment of lessor's royalties, shall also be owned by the parties in the same manner.

4. OPERATOR OF UNIT

Midwest Oil Corporation shall be the Operator of the Unit Area, and shall conduct and direct and have full control of all operations on the Unit Area as permitted and required by, and within the limits of, this agreement. It shall conduct all such operations in a good and workmanlike manner, but it shall have no liability as Operator to the other parties for losses sustained, or liabilities incurred, except such as may result from gross negligence or from breach of the provisions of this agreement.

5. EMPLOYEES

The number of employees and their selection, and the hours of labor and the compensation for services performed, shall be determined by Operator. All employees shall be the employees of Operator.

5-A CHANGE OF OPERATOR

If, at any time after a period of not less than one (1) year after oil, gas or other minerals are found in paying quantities on the joint property, should any party consider the cost of operating the joint property to be excessive and is willing to attempt to operate the same for the period of one year at a cost less than the cost of operating under the direct control of Operator, party shall deliver to Operator a written statement detailing items of expense contributing

to the alleged excessive cost, together with a proposal whereby they agree to assume the operation of the joint property for a period of one year, which proposal shall set out specific economies which would be effected under the management of party.

Operator shall, within ten (10) days after receipt of such statement and proposal from party, elect in writing to either-

(a) allow party to operate the joint property for a period of one (1) year upon the terms contained in its proposal; or

(b) agree to operate the joint property for such period of one (1) year at a cost consistent with the economies proposed by party.

Should operator elect to allow said party to operate the joint property for such one (1) year period, Operator shall, on the first of the month next ensuing, turn over to party the operation of the joint property, and said party shall operate the same for such period of one (1) year as Operator hereunder and pursuant to the provisions of this Operating Agreement, but at a cost determined by the rates and provisions contained in its said proposal, and if at the expiration of such period of one (1) year Operator agrees to operate the joint property at a cost consistent with that for which party will agree to operate for an additional period of one (1) year, party shall return to Operator the operation of the joint property; and Operator shall thereupon operate the same for the next ensuing period of one (1) year, and thereafter until receipt of a similar statement and proposal from any party, and shall bill said party or parties and they shall pay their portions of such costs of operations calculated in accordance with the provisions hereof, or in accordance with any supplemental agreement which may be made with respect to charges during the one (1) year period hereinabove mentioned. If, however after receipt of the statement and proposal first hereinabove mentioned, Operator elects to continue to operate the joint property, it shall operate the same for the next ensuing one (1) year period following such election at a cost consistent with the rates and terms contained in party's proposal and thereafter until receipt of a similar statement and proposal from any party, and shall bill Non-Operators and they shall pay Operator their portions of such costs of operations calculated in accordanc with the provisions hereof or in accordance with any supplemental agreement which may be made hereto with respect to charges during said period of one (1) year as hereinabove mentioned.

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The right of parties to give such notices and proposals and Operator's right to make such elections shall continue throughout the life of this agreement; provided, however, parties shall not have the right to give such notice to Operator until Operator has operated the joint property for at least twelve (12) consecutive months immediately preceding, at an operating cost calculated in accordance with the provisions hereof.

6. COSTS AND EXPENSES

Except as herein otherwise specifically provided, Operator shall promptly pay and discharge all costs and expenses incurred in the development and operation of the Unit Area pursuant to this agreement and shall charge each of the parties hereto with their respective proportionate shares upon the cost and expense basis provided in the Accounting Procedure attached hereto and marked Exhibit "C". If any provisionsof Exhibit "C" should be inconsistent with any provision contained in the body of this agreement, the provisions in the body of this agreement shall prevail.

Operator, at its election, shall have the right from time to time to demand and receive from the other parties payment in advance of their respective shares of the estimated amount of the costs to be incurred in operations hereunder during the next succeeding month, which right may be exercised only by submission to each such party of an itemized statement of such estimated costs, together with an invoice for its share thereof. Each such statement and invoice for the payment in advance of estimated costs shall be submitted on or before the 20th day of the next preceding month. Each party shall pay to Operator its proportionate share of such estimate within fifteen (15) days after such estimate and invoice are received. If any party fails to pay its share of said estimate within said time, the amount due shall bear interest at the rate of six percent (6%) per annum until paid. Proper adjustment shall be made monthly between advances and actual cost, to the end that each party shall bear and pay its proportionate share of actual costs incurred, and no more.

7. OPERATOR'S LIEN

Operator is given a first and preferred lien on the interest of each party covered by this contract, and in each party's interest in oil and gas produced and the proceeds thereof, and upon each party's interest in material and equipment, to secure the payment of all sums due from each such party to Operator.

In the event any party fails to pay any amount owing by it to Operator as its share of such costs and expense or such advance estimate within the time

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limited for payment thereof, Operator, without prejudice to other existing remedies, is authorized, at its election, to collect from the purchaser or purchasers of oil or gas, the proceeds accruing to the working interest or interests in the Unit Area of the delinquent party up to the amount owing by such party, and each purchaser of oil or gas is authorized to rely upon Operator's statement as to the amount owing by such party.

In the event of the neglect or failure of any non-operating party to promptly pay its proportionate part of the cost and expense of development and operation when due, the other non-operating parties and Operator, within thirty (30) days after the rendition of statements therefor by Operator, shall proportionately contribute to the payment of such delinquent indebtedness and the non-operating parties so contributing shall be entitled to the same lien rights as are granted to Operator in this section. Upon the payment by such delinquent or defaulting party to Operator of any amount or amounts on such delinquent indebtedness, or upon any recovery on behalf of the non-operating parties under the lien conferred above, the amount or amounts so paid or recovered shall be distributed and paid by Operator to the other non-operating parties and Operator proportionately in accordance with the contributions theretofore made by them.

8. TERM OF AGREEMENT

This agreement shall remain in full force and effect for as long as any of the oil and gas leases subjected to this agreement remain or are continued in force as to any part of the Unit Area, whether by production, extension, renewal or otherwise.

9. LIMITATION ON EXPENDITURES

Without the consent of all parties: (a) No well shall be drilled on the Unit Area except any well expressly provided for in this agreement and except any well drilled pursuant to the provisions of Section 10 of this agreement, it being understood that the consent to the drilling of a well shall include consent to all necessary expenditures in the drilling, testing, completing, and equipping of the well, including necessary tankage; (b) No well

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shall be reworked, plugged back or deepened except a well reworked, plugged back or deepened pursuant to the provisions of Section 10 of this agreement, it being understood that the consent to the reworking, plugging back or deepening of a well shall include consent to all necessary expenditures in conducting such operations and completing and equipping of said well to produce, including necessary tankage; (c) Operator shall not undertake any single project reasonably estimated to require an expenditure in excess of Five Thousand Dollars ($5,000.00) except in connection with a well the drilling, reworking, deepening, or plugging back of which has been previously authorized by or pursuant to this agreement; provided, however, that in case of explosion, fire, flood, or other sudden emergency, whether of the same or different nature, Operator may take such steps and incur such expenses as in its opinion are required to deal with the emergency and to safeguard life and property, but Operator shall, as promptly as possible, report the emergency to the other parties. Operator shall, upon request, furnish copies of its "Authority For Expenditures" for any single project costing in excess of $5,000.00.

10. OPERATIONS BY LESS THAN ALL PARTIES

If all the parties cannot mutually agree upon the drilling or completion attempt of any well on the Unit Area or upon the reworking, deepening or plugging back of a dry hole drilled at the joint expense of all parties or a well jointly owned by all the parties and not then producing in paying quantities on the Unit Area, any party or parties wishing to drill, complete, rework, deepen or plug back such a well may give the other parties written notice of the proposed operation, specifying the work to be performed, the location, proposed depth, objective formation and the estimated cost of the operation. The parties receiving such a notice shall have thirty (30) days (except as to reworking, plugging back or drilling deeper, where a drilling rig is on location, the period shall be limited to forty-eight (48) hours exclusive of Saturday or Sunday) after receipt of the notice within which to notify the parties wishing to do the work whether they elect to participate in the cost of the proposed operation. Failure of a party receiving such a notice to so reply to it within the period above fixed shall constitute an election by that party not to participate in the cost of the proposed operation

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If any party receiving such a notice elects not to participate in the proposed operation (such party or parties being hereafter referred to as "Non-Consenting Party"), then in order to be entitled to the benefits of this section, the party or parties giving the notice and such other parties as shall elect to participate in the operation (all such parties being hereafter referred to as the"Consenting Parties") shall, within thirty (30) days after the expiration of the notice period of thirty (30) days (or as promptly as possible after the expiration of the 48-hour period where the drilling rig is on location, as the case may be) actually commence work on the proposed operation and complete it with due diligence.

The entire cost and risk of conducting such operations shall be borne by the Consenting Parties in the proportions that their respective interests as shown in Exhibit "A" bear to the total interests of all Consenting Parties. Consenting Parties shall keep the leasehold estates involved in such operations free and clear of all liens and encumbrances of every kind created by or arising from the operations of the Consenting Parties. If such an operation results in a dry hole, the Consenting Parties shall plug and abandon the well at their sole cost, risk and expense. If any well drilled, completed, reworked, deepened or plugged back under the provisions of this section results in a producer of oil and/or gas in paying quantities, the Consenting Parties shall complete and equip the well to produce at their sole cost and risk, and the well shall then be turned over to Operator and shall be operated by it at the expense and for the account of the Consenting Parties. Upon commencement of operations for the drilling, completion, reworkin deepening or plugging back of any such well by Consenting Parties in accordance with the provisions of this section, each Non-Consenting Party shall be deemed to have relinquished to Consenting Parties, and the Consenting Parties shall own and be entitled to receive, in proportion to their respective interests, all of such Non-Consenting Party's interest in the well, its leasehold operating rights, and share of production therefrom until the proceeds of market value thereof (after deducting production taxes, royalty, overriding royalty and other interests payable out of or measured by the production from such well accruing with respect to such interest until it reverts) shall equal the total of the following:

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(A) 100% of each such Non-Consenting Party's share of the cost of any newly acquired surface equipment beyond the wellhead connections (including, but not limited to, stock tanks, separators, treaters, pumping equipment and piping), plus 100% of each such Non-Consenting Party's share of the cost of operation of the well commencing with first production and continuing until each such Non-Consenting Party's relinquished interest shall revert to it under other provisions of this section, it being agreed that each Non-Consenting Party's share of such costs and equipment will be that interest which would have been chargeable to each Non-Consenting Party had it participated in the well from the beginning of the operation; and

(B) 200% of that portion of the costs and expenses of drilling, reworking, deepening or plugging back, testing and completing, after deducting any cash contributions received under Section 22, and 200% of that portion of the cost of newly acquired equipment in the well (to and including the wellhead connections), which would have been chargeable to such Non-Consenting Party if it had participated therein.

In the case of any reworking, completion, plugging back or deeper drilling operation, the Consenting Parties shall be permitted to use, free of cost, all casing, tubing and other equipment in the well, but the ownership of all such equipment shall remain unchanged; and upon abandonment of a well after such reworking, plugging back or deeper drilling, the Consenting Parties shall account for all such equipment to the owners thereof, with each party receiving its proportionate part in kind or in value.

Within sixty (60) days after the completion of any operation under this section, the party conducting the operations for the Consenting Parties shall furnish each Non-Consenting Party with an inventory of the equipment in and connected to the well, and an itemized statement of the cost of drilling, completing, deepening,

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plugging back, testing and equipping the well for production; or, at its opinion, the operating party, in lieu of an itemized statement of such costs of operation, may submit a detailed statement of monthly billings. Each month thereafter, during the time the Consenting Parties are being reimbursed as provided above, the Consenting Parties shall furnish the Non-Consenting Parties with an itemized statement of all costs and liabilities incurred in the operation of the well, together with a statement of the quantity of oil and gas produced from it and the amount of proceeds realized from the sale of the well's working interest production during the preceding month. Any amount realized from the sale or other disposition of equipment newly acquired in connection with any such operation which would have been owned by a Non-Consenting Party had it participated therein shall be credited against the total unreturned costs of the work done and of the equipment purchased, in determining when the interest of such Non-Consenting Party shall revert to it as above provided; if there is a credit balance it shall be paid to such Non-Consenting Party.

If and when the Consenting Parties recover from a Non-Consenting Party's relinquished interest the amounts provided for above, the relinquished interests of such Non-Consenting Party shall automatically revert to it and from and after such reversion such Non-Consenting Party shall own the same interest in such well, the operating rights and working interest therein, the material and equipment in or pertaining thereto, and the production therefrom as such Non-Consenting Party would have owned had it participated in the drilling, completion, reworking, deepening or plugging back of said well. Thereafter, such Non-Consenting Party shall be charged with and shall pay its proportionate part of the further costs of the operation of said well in accordance with the terms of this agreement and the accounting procedure schedule (Exhibit "C") attached hereto.

Notwithstanding the provisions of this Section 10, it is agreed that without the mutual consent of all parties, no wells shall be completed in or produced from a source of supply from which a well located elsewhere on the Unit Area is producing, unless such well conforms to the then-existing well spacing pattern for such source of supply.

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The provisions of this section shall apply to the reworking, deepening, or plugging back of the initial test well, and to all other wells drilled, reworked, deepened, or plugged back, or proposed to be drilled, reworked, deepened or plugged back, upon the Unit Area subsequent to the drilling of the initial test well.

11. RIGHT TO TAKE PRODUCTION IN KIND

Each party shall take in kind or separately dispose of its proportionate share of all oil and gas produced from the Unit Area, exclusive of production which may be used in development and producing operations and in preparing and treating oil for marketing purposes and production unavoidably lost. Each party shall pay or deliver, or cause to be paid or delivered, all royalties, overriding royalties, or other payments due on its share of such production, and shall hold the other parties free from any liability therefor. Any extra expenditure incurred in the taking in kind or separate disposition by any party of its proportionate share of the production shall be borne by such party.

Each party shall execute all division orders and contracts of sale pertaining to its interest in production from the Unit Area, and shall be entitled to receive payment direct from the purchaser or purchasers thereof for its share of all production.

In the event any party shall fail to make the arrangements necessary to take in kind or separately dispose of its proportionate share of the oil and gas produced from the Unit Area, Operator shall have the right, subject to revocation at will by the party owning it, but not the obligation, to purchase such oil and gas or sell it to others for the time being, at not less than the market price prevailing in the area, which shall in no event be less than the price which Operator receives for its portion of the oil and gas produced from the Unit Area. Any such purchase or sale by Operator shall be subject always to the right of the owner of the production to exercise at any time its right to take in kind, or separately dispose of, its share of all oil and gas not previously delivered to a purchaser. Notwithstanding the foregoing, Operator shall not make a sale into interstate commerce of any other party's share of gas production without first giving such other party sixty (60) days notice of such intended sale.

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12. ACCESS TO UNIT AREA

Each party shall have access to the Unit Area at all reasonable times, at its sole risk, to inspect or observe operations, and shall have access at reasonable times to information pertaining to the development or operation thereof, including Operator's books and records relating thereto. Operator shall, upon request, furnish each of the other parties with copies of all drilling reports, well logs, tank tables, daily gauge and run tickets and reports of stock on hand at the first of each month, and shall make available samples of any cores or cuttings taken from any well drilled on the Unit Area.

13. DRILLING CONTRACTS

All wells drilled on the Unit Area shall be drilled on a competitive contract basis at the usual rates prevailing in the area. Any party to this agreement, if it so desires, may employ its own tools and equipment in the drilling of wells, but its charges therefor shall not exceed the prevailing rates in the field, and the rate of such charges shall be agreed upon by the parties in writing before drilling operations are commenced, and such work shall be performed by such party under the same terms and conditions as shall be customary and usual in the field in contracts of independent contractors who are doing work of a similar nature.

14. ABANDONMENT OF WELLS

No well, other than any well which has been drilled or reworked pursuant to Section 10 hereof for which the Consenting Parties have not been fully reimbursed as therein provided, which has been completed as a producer shall be plugged and abandoned without the consent of all parties; provided, however, if all parties do not agree to the abandonment of any well, those wishing to continue its operation shall tender to each of the other parties its proportionate share of the value of the well's salvable material and equipment, determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. Each abandoning party shall then assign to the non-abandoning parties, without warranty, express or implied, as to title or as to quantity, quality, or fitness for use of the equipment and material, all of its interest

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in the well and its equipment, together with its interest in the leasehold estate as to, but only as to, the interval or intervals of the formation or formations then open to production. The assignments so limited shall encompass the "drilling unit" upon which the well is located. The payments by, and the assignments to, the assignees shall be in a ratio based upon the relationship of their respective percentages of participation in the Unit Area to the aggregate of the percentages of participation in the Unit Area of all assignees. There shall be no re-adjustment of interest in the remaining portion of the Unit Area.

After the assignment, the assignors shall have no further responsibility, liability, or interest in the operation of or production from the well in the interval or intervals then open. Upon request of the assignees, Operator shall continue to operate the assigned well for the account of the non-abandoning parties at the rates and charges contemplated by this agreement, plus any additional cost and charges which may arise as the result of the separate ownership of the assigned well.

15. DELAY RENTALS AND SHUT-IN WELL PAYMENTS

Operator shall pay all delay rentals and/or shut-in gas royalties which may become due and payable under the terms and provisions of the leases covered hereby, and any such payments shall be charged by Operator to the joint account.

16. PREFERENTIAL RIGHT TO PURCHASE

Should any party desire to sell all or any part of its interests under this contract, or its rights and interests in the Unit Area, it shall promptly give written notice to the other parties, with full information concerning its proposed sale, which shall include the name and address of the prospective purchaser (who must be ready, willing and able to purchase), the purchase price, and all other terms of the offer. The other parties shall then have an optional prior right, for a period of ten (10) days after receipt of the notice, to purchase on the same terms and conditions the interest which the other party proposes to sell; and, if this optional right is exercised, the

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purchasing parties shall share the purchased interest in the proportions that the interest of each bears to the total interest of all purchasing parties. However, there shall be no preferential right to purchase in those cases where any party wishes to mortgage its interest, or to dispose of its interests by merger, reorganization, consolidation, or sale of all of its assets, or a sale or transfer of its interests to a subsidiary or parent company, or subsidiary of a parent company, or to any company in which any one party owns a majority of the stock.

Should a sale be made by Operator of its rights and interests, the other parties shall have the right within sixty (60) days after the date of such sale, by majority vote in interest, to select a new operator. If a new operator is not so selected, the transferee of the present Operator shall assume the duties of and act as Operator. In either case, the retiring Operator shall continue to serve as Operator, and discharge its duties in that capacity under this agreement, until its successor Operator is selected and begins to function, but the present operator shall not be obligated to continue the performance of its duties for more than 120 days after the sale of its rights and interests has been completed.

17. MAINTENANCE OF UNIT OWNERSHIP

For the purpose of maintaining uniformity of ownership in the oil and gas leasehold interests covered by this contract, and notwithstanding any other provisions to the contrary, no party shall sell, encumber, transfer or make other disposition of its interest in the leases embraced within the Unit Area and in wells, equipment and production unless such disposition covers either:

(1) the entire interest of the party in all leases and equipment and production; or

(2) an equal undivided interest in all leases and equipment and production in the Unit Area.

Every such sale, encumbrance, transfer or other disposition made by any party shall be made expressly subject to this agreement, and shall be made without prejudice to the rights of the other parties.

If at any time the interest of any party is divided among and owned by four or more co-owners, Operator may, at its discretion, require such

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co-owners to appoint a single trustee or agent with full authority to receive notices, approve expenditures, receive billings for and approve and pay such party's share of the joint expenses, and to deal generally with, and with power to bind, the co-owners of such party's interests within the scope of the operations embraced in this contract; however, all such co-owners shall enter into and execute all contracts or agreements for the disposition of their respective shares of the oil and gas produced from the Unit Area and they shall have the right to receive, separately, payment of the sale proceeds thereof.

18. RESIGNATION OF OPERATOR

Operator may resign from its duties and obligations as Operator at any time upon written notice of not less than ninety (90) days given to all other parties. In this case, all parties to this contract shall select by majority vote in interest, not in numbers, a new operator who shall assume the responsibilities and duties, and have the rights, prescribed for Operator by this agreement. The retiring Operator shall deliver to its successor all records and information necessary to the discharge by the new Operator of its duties and obligations.

19. LIABILITY OF PARTIES

The liability of the parties shall be several, not joint or collective. Each party shall be responsible only for its obligations, and shall be liable only for its proportionate share of the costs of developing and operating the Unit Area. Accordingly, the lien granted by each party to Operator in Section 7 is given to secure only the debts of each severally. It is not the intention of the parties to create, nor shall this agreement be construed as creating, a mining or other partnership or association, or to render them liable as partners.

20. RENEWAL OR EXTENSION OF LEASE

If any party secures a renewal of any oil and gas lease subject to this contract, each and all of the other parties shall be notified promptly, and shall have the right to participate in the ownership of the renewal lease by paying to the party who acquired it their several proper proportionate shares

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of the acquisition cost, which shall be in proportion to the interests held at that time by the parties in the Unit Area.

If some, but less than all, of the parties elect to participate in the purchase of a renewal lease, it shall be owned by the parties who elect to participate therein, in a ratio based upon the relationship of their respective percentage of participation in the unit area to the aggregate of the percentages of participation in the unit area of all parties participating in the purchase of such renewal lease. Any renewal lease in which less than all the parties elect to participate shall not be subject to this agreement.

Each party who participates in the purchase of a renewal lease shall be given an assignment of its proportionate interest therein by the acquiring party.

The provisions of this section shall apply to renewal leases whether they are for the entire interest covered by the expiring lease or cover only a portion of its area or an interest therein. Any renewal lease taken before the expiration of its predecessor lease, or taken or contracted for within six (6) months after the expiration of the existing lease shall be subject to this provision; but any lease taken or contracted for more than six (6) months after the expiration of an existing lease shall not be deemed a renewal lease and shall not be subject to the provisions of this section.

The provisions in this section shall apply also and in like manner to extensions of oil and gas leases.

21. SURRENDER OF LEASES

The leases covered by this agreement, in so far as they embrace acreage in the Unit Area, shall not be surrendered in whole or in part unless all parties consent.

However, should any party desire to surrender its interest in any lease or in any portion thereof, and other parties not agree or consent, the party desiring to surrender shall assign, without express or implied warranty of title, all of its interest in such lease, or portiont thereof, and any well, material and equipment which may be located thereon and any rights in

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production thereafter secured, to the parties not desiring to surrender it. Upon such assignment, the assigning party shall be relieved from all obligations thereafter accruing, but not theretofore accrued, with respect to the acreage assigned and the operation of any well thereon, and the assigning party shall have no further interest in the lease assigned and its equipment and production. The parties assignee shall pay to the party assignor the reasonable salvage value of the latter's interest in any wells and equipment on the assigned acreage, determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. If the assignment is in favor of more than one party, the assigned interest shall be shared by the parties assignee in the proportions that the interest of each bears to the interest of all parties assignee.

Any assignment or surrender made under this provision shall not reduce or change the assignors' or surrendering parties' interest, as it was immediately before the assignment, in the balance of the Unit Area; and the acreage assigned or surrendered, and subsequent operations thereon, shall not thereafter be subject to the terms and provisions of this agreement.

22. ACREAGE OR CASH CONTRIBUTIONS

If any party receives while this agreement is in force a contribution of cash toward the drilling of a well or any other operation on the Unit Area, such contribution shall be paid to the party who conducted the drilling or other operation and shall be applied by it against the cost of such drilling or other operation. If the contribution be in the form of acreage, the party to whom the contribution is made shall promptly execute an assignment of the acreage, without warranty of title, to all parties to this agreement in proportion to their interests in the Unit Area at that time, and such acreage shall become a part of the Unit Area and be governed by all the provisions of this contract. Each party shall promptly notify all other parties of all acreage or money contributions it may obtain in support of any well or any other operation on the Unit Area.

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23. PROVISION CONCERNING TAXATION

Each of the parties hereto elects, under the authority of Section 761(a) of the Internal Revenue Code of 1954, to be excluded from the application of all of the provisions of Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code of 1954. If the income tax laws of the state or states in which the property covered hereby is located contain, or may hereafter contain, provisions similar to those contained in the Subchapter of the Internal Revenue Code of 1954 above referred to under which a similar election is permitted, each of the parties agrees that such election shall be exercised. Each party authorizes and directs the Operator to execute such an election or elections on its behalf and to file the election with the proper governmental office or agency. If requested by the Operator so to do, each party agrees to execute and join in such an election.

Operator shall render for ad valorem taxation all property subject to this agreement which by law should be returned for such taxes, and it shall pay all such taxes assessed thereon before they become delinquent. Operator shall bill all other parties for their proportionate share of all tax payments in the manner provided in Exhibit "C".

If any tax assessment is considered unreasonable by Operator, it may at its discretion protest such valuation within the time and manner prescribed by law, and prosecute the protest to a final determination, unless all parties agree to abandon the protest prior to final determination. When any such protested valuation shall have been finally determined, Operator shall pay the assessment for the joint account, together with interest and penalty accrued, and the total cost shall then be assessed against the parties, and be paid by them, as provided in Exhibit "C".

24. INSURANCE

At all times while operations are conducted hereunder, Operator shall comply with the Workmen's Compensation Law of the State where the operations are being conducted. Operator shall also carry or provide insurance for the benefit of the joint account of the parties as may be outlined in Exhibit "B" attached to and made a part hereof. Operator shall require all contractors engaged in work on or for the Unit Area to comply

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with the Workmen's Compensation Law of the State where the operations are being conducted and to maintain such other insurance as Operator may require.

25. CLAIMS AND LAWSUITS

If any party to this contract is sued on an alleged cause of action arising out of operations on the Unit Area, or on an alleged cause of action involving title to any lease or oil and gas interest subjected to this contract, it shall give prompt written notice of the suit to the Operator and all other parties.

The defense of lawsuits shall be under the general direction of a committee of lawyers representing the parties, with Operator's attorney as Chairman. Suits may be settled during litigation only with the joint consent of all parties. No charge shall be made for services performed by the staff attorneys for any of the parties, but otherwise all expenses incurred in the defense of suits, together with the amount paid to discharge any final judgment, shall be considered costs of operation and shall be charged to and paid by all parties in proportion to their then interests in the Unit Area. Attorneys, other than staff attorneys for the parties, shall be employed in lawsuits involving Unit Area operations only with the consent of all parties; if outside counsel is employed, their fees and expenses shall be considered Unit Area expense and shall be paid by Operator and charged to all of the parties in proportion to their then interests in the Unit Area. The provisions of this paragraph shall not be applied in any instance where the loss which may result from the suit is treated as an individual loss rather than a joint loss under prior provisions of this agreement, and all such suits shall be handled by and be the sole responsibility of the party or parties concerned.

Damage claims caused by and arising out of operations on the Unit Area, conducted for the joint account of all parties, shall be handled by Operator and its attorneys, the settlement of claims of this kind shall be within the discretion of Operator so long as the amount paid in settlement of any one claim does not exceed one thousand ($1,000.00) dollars and, if settled, the sums paid in settlement shall be charged as expense to and be paid by all parties in proportion to their then interests in the Unit Area.

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26. FORCE MAJEURE

If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, other than the obligation to make money payments, that party shall give to all other parties prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all possible diligence to remove the force majeure as quickly as possible.

The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handled shall be entirely within the discretion of the party concerned.

The term "force majeure" as here employed shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, governmental restraint, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

27. NOTICES

All notices authorized or required between the parties, and required by any of the provisions of this agreement, shall, unless otherwise specifically provided, be given in writing by United States mail or Western Union Telegram, postage or charges prepaid, and addressed to the party to whom the notice is given at the addresses listed on Exhibit "A". The originating notice to be given under any provisions hereof shall be deemed given only when received by the party to whom such notice is directed and the time for such party to give any notice in response thereto shall run from the date the originating notice is received. The second or any responsive notice shall be deemed given when deposited in the United States mail or with the Western Union Telegraph Company, with postage or charges

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prepaid. Each party shall have the right to change its address at any time, and from time to time, by giving written notice thereof to all other parties.

28. OTHER CONDITIONS, IF ANY, ARE:

PRESENT COMPLETED WELLS

. The purchase of the Midwest-Samedan No. 3 - Boudreaux (formerly known as the General Crude-Waterford No. 1 - Boudreaux) and the drilling and completion of the Midwest-Samedan No. 1 - Boudreaux, which has heretofore been completed on the property covered hereby, shall be expressly subject to all of the terms and provisions of this Agreement.

DWK. MOC SOC JSW SA, I A. SN

This agreement may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, representatives and assigns.

ATTEST:

BY _____ Secretary

MIDWEST OIL CORPORATION

BY _____ Vice-President

APPVD Tr Form 93 Ck

OPERATOR

Cc 1 Nem 2 Nem 3 gsw 4 AR 5 RB

SAMEDAN OIL CORPORATION

BY _____ Vice-President

SAMEDAN ASSOCIATES, INC.

BY _____ Vice-President

SAM NOBLE

xxxxxxxxxxxxxxxxxxxxxxxxxxxx

NON OPERATORS

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EXHIBIT "A"

Attached to and made a part of Operating Agreement dated March 1, 1961, between Midwest Oil Corporation, as Operator, and Samedan Oil Corporation, Samedan Associates, Inc. and Sam Noble, as Non-Operators.

(1) UNIT AREA

A certain tract of land containing 1103.35 acres, more or less, and being situated as follows:

BEGINNING at a point 3068.0' S 62° E from the NW corner of Irregular Section 17, T.10S.,R.2W., THENCE N 62° 29' W along the North line of Section 17 3068.0' to the NW corner, THENCE continuing along the north line of Irregular Section 39, T.10S., R.3W., 482.0' to the most northerly NW corner of said section, THENCE S 52° 32½' W 7349.7' along the west line of said Section 39 to a corner on the east line of Section 14, THENCE S 0° 04' E 3395.0' to the southwest corner of Lot 2 of Irregular Section 13, T.10S.,R.3W., THENCE S 89° 48' E 3262.6' along the south line of said Lot 2 to the southeast corner, THENCE S 62° 41' E 4120.0' to a corner on the right descending bank of the Mermentau River, THENCE northerly with the meander of said River along the right bank to a point 235.0' east of the most southerly corner of irregular section 17, T.10S.,R.2W., THENCE northerly as the meander line of the no-name coulee meanders to the point of beginning. BOUNDED Northerly by Acadia Development Co., Inc., the Mermentau River and Texas Company, Northwesterly by Annie R. Hebert and Frank C. Perl, West by Louise C. Miller and Albert Brosius, East by Texas Company and Mermentau River, South by D. C. Ritchie, C. T. Golden, Bryan Harbert, Mermentau River and The Texas Company.

LESS AND EXCEPT from above tract:

A. The most northerly 160 acres, being a rectangular shaped tract in the northern part of Irregular Section 39, T.10S., R.3W., and northwest portion of Irregular Section 17, T.10S., R.2W., and more specifically described in a Partial Release of Oil, Gas and Mineral Lease dated March 5, 1954, recorded under Entry No. 218422, in Conveyance Book 187, Page 379.

B. 10 acres in the northwest corner of Section 18, T.10S.,R. 2W., and partly in Section 39, T.10S.,R.3W., being property purchased by Fred Shutts and in a deed dated March 6, 1936 (CB 66, Page 101, Conveyance Records of Jefferson Davis Parish,Louisiana)

C. 10 acres in Section 18, T.10S.,R.2W., being the property conveyed to Pelican Oil Purchasers, Inc., by deed dated March 3, 1949, recorded under file no. 173883, conveyance book 139, Page 3 of the records of Jefferson Davis Parish,Louisiana.

TRACT NO.2

A tract containing 16.5 acres, more or less, and located along the north line of Irregular Section 17, T.10S.,R.2W. and being in said Section 17, T.10S.,R.2W., bounded: North by Acadia Development Company, Inc., South, East and West, by Texas Company fee lands.

TRACT NO. 3

A tract containing 5.5 acres, more or less, and located along the North line of Irregular Section 17, T.10S.,R.2W., and being in said Section 17,T.10S.,R.2W., bounded: North by O. B. Zigler and Acadia Development Co., Inc. and South, East and West by The Texas Company fee l

(2) OWNERSHIP OF PARTIES

Midwest Oil Corporation	30%
Samedan Oil Corporation	30%
Samedan Associates,Inc.	10%
Sam Noble	10%

(3) LEASEHOLD DESCRIPTION

Midwest Oil Corporation, Samedan Oil Corporation, Samedan Associates, Inc. and Sam Noble own rights from the surface to a depth of 13,901' in the following described lease, which covers unit area as indicated.

(a) Oil, Gas and Mineral Lease dated August 7, 1954, from Rosa Castex Boudreaux, et al, Lessor, to Lyle Cummins, Lessee, recorded under Entry No. 218425, Conveyance Book 187, Page 391 of the records of Jefferson Davis Parish, Louisiana

(4) ADDRESSES

Midwest Oil Corporation
Box 1852,OCS
Lafayette,Louisiana

Samedan Oil Corporation
P.O.Box 1371,OCS
Lafayette,Louisiana

Samedan Associates, Inc.
Box 959
Ardmore, Oklahoma

Sam Noble
Box 959
Ardmore, Oklahoma

EXHIBIT "B"

Attached to and made a part of Operating Agreement dated March 1, 1961, between Midwest Oil Corporation, as Operator, and Samedan Oil Corporation, Samedan Associates, Inc. and Sam Noble, as Non-Operators

INSURANCE

The parties hereto, in proportion to their respective liabilities for operating costs, shall bear the cost of damages that may be incurred either to the joint property or to others in connection with operations hereunder, where protection against such damage is not covered by insurance. Operator shall obtain, and at all times while operations are being carried on hereunder maintain in effect, insurance by a reliable and responsible insurance company or companies, or assume the responsibility for protection comparable to that covered by standard form insurance policies, as to the following risks:

(a) Workmen's Compensation Insurance to fully comply with the laws of the State of Louisiana and employers' liability insurance with limits of not less than $25,000.00.

(b) Automobile Public Liability Insurance with limits of not less than $100,000.00 per person and $300,000.00 per accident, and Automobile Property Damage Insurance of $10,000.00, per accident.

(c) General Public Liability Insurance with limits of not less than $100,000.00 per person and $300,000.00 per accident and General Property Damage Liability with limits of $100,000.00.

Premiums for such insurance coverage shall be charged to the joint account.

601 BOOS-MARTIN CO. TULSA 1, OKLAHOMA

478

EXHIBIT "C" Operating Agreement dated

PASO-T-1955-2

Attached to and made a part of March 1, 1961, between Midwest Oil Corporation, as Operator, and Smedan Oil Corporation, Smedan Associates, Inc. and Sam Noble, as Non-Operators

ACCOUNTING PROCEDURE

(UNIT AND JOINT LEASE OPERATIONS)

I. GENERAL PROVISIONS

1. Definitions

"Joint property" as herein used shall be construed to mean the subject area covered by the agreement to which this "Accounting Procedure" is attached.

"Operator" as herein used shall be construed to mean the party designated to conduct the development and operation of the subject area for the joint account of the parties hereto.

"Non-Operator" as herein used shall be construed to mean any one or more of the non-operating parties.

2. Statements and Billings

Operator shall bill Non-Operator on or before the last day of each month for its proportionate share of costs and expenditures during the preceding month. Such bills will be accompanied by statements, reflecting the total costs and charges as set forth under Subparagraph A ..... below:

A. Statement in detail of all charges and credits to the joint account.

B. Statement of all charges and credits to the joint account, summarized by appropriate classifications indicative of the nature thereof.

C. Statements as follows:

(1) Detailed statement of material ordinarily considered controllable by operators of oil and gas properties;

(2) Statement of ordinary charges and credits to the joint account summarized by appropriate classifications indicative of the nature thereof; and

(3) Detailed statement of any other charges and credits.

3. Payments by Non-Operator

Each party shall pay its proportion of all such bills within fifteen (15) days after receipt thereof. If payment is not made within such time, the unpaid balance shall bear interest at the rate of six per cent (6%) per annum until paid.

4. Adjustments

Payment of any such bills shall not prejudice the right of Non-Operator to protest or question the correctness thereof. Subject to the exception noted in Paragraph 1 of this section I, all statements rendered to Non-Operator by Operator during any calendar year shall conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar year, unless within the said twenty-four (24) month period Non-Operator takes written exception thereto and makes claim on Operator for adjustment. Failure on the part of Non-Operator to make claim on Operator for adjustment within such period shall establish the correctness thereof and preclude the filing of exceptions thereto or making of claims for adjustment thereon. The provisions of this paragraph shall not prevent adjustments resulting from physical inventory of property as provided for in Section VI, Inventories, hereof.

5. Audits

A Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit Operator's accounts and records relating to the accounting hereunder for any calendar year within the twenty-four (24) month period following the end of such calendar year, provided, however, that Non-Operator must take written exception to and make claim upon the Operator for all discrepancies disclosed by said audit within said twenty-four (24) month period. Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct joint or simultaneous audits in a manner which will result in a minimum of inconvenience to the Operator.

II. DEVELOPMENT AND OPERATING CHARGES

Subject to limitations hereinafter prescribed, Operator shall charge the joint account with the following items:

1. Rentals and Royalties

Delay or other rentals, when such rentals are paid by Operator for the joint account; royalties, when not paid directly to royalty owners by the purchaser of the oil, gas, casinghead gas, or other products.

2. Labor

A. Salaries and wages of Operator's employees directly engaged on the joint property in the development, maintenance, and operation thereof, including salaries or wages paid to geologists and other employees who are temporarily assigned to and directly employed on a drilling well.

B. Operator's cost of holiday, vacation, sickness and disability benefits, and other customary allowances applicable to the salaries and wages chargeable under Subparagraph 2 A and Paragraph 11 of this Section II. Costs under this Subparagraph 2 B may be charged on a "when and as paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable under Subparagraph 2 A and Paragraph 11 of this Section II. If percentage assessment is used, the rate shall be based on the Operator's cost experience.

C. Costs of expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to Operator's labor cost of salaries and wages as provided under Subparagraphs 2 A, 2 B, and Paragraph 11 of this Section II.

3. Employee Benefits

Operator's current cost of established plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost, provided that the total of such charges shall not exceed ten per cent (10%) of Operator's labor costs as provided in Subparagraphs A and B of Paragraph 2 of this Section II and in Paragraph 11 of this Section II.

4. Material

Material, equipment, and supplies purchased or furnished by Operator for use of the joint property. So far as it is reasonably practical and consistent with efficient and economical operation, only such material shall be purchased for or transferred to the joint property as may be required for immediate use; and the accumulation of surplus stocks shall be avoided.

5. Transportation

Transportation of employees, equipment, material, and supplies necessary for the development, maintenance, and operation of the joint property subject to the following limitations:

A. If material is moved to the joint property from vendor's or from the Operator's warehouse or other properties, no charge shall be made to the joint account for a distance greater than the distance from the nearest reliable supply store or railway receiving point where such material is available, except by special agreement with Non-Operator.

B. If surplus material is moved to Operator's warehouse or other storage point, no charge shall be made to the joint account for a distance greater than the distance from the nearest reliable supply store or railway receiving point, except by special agreement with Non-Operator. No charge shall be made to the joint account for moving material to other properties belonging to Operator, except by special agreement with Non-Operator.

6. Service

A. Outside Services:
The cost of contract services and utilities procured from outside sources.

B. Use of Operator's Equipment and Facilities:
Use of and service by Operator's exclusively owned equipment and facilities as provided in Paragraph 1 of Section III entitled "Operator's Exclusively Owned Facilities."

7. Damages and Losses to Joint Property and Equipment

All costs or expenses necessary to replace or repair damages or losses incurred by fire, flood, storm, theft, accident, or any other cause not controllable by Operator through the exercise of reasonable diligence. Operator shall furnish Non-Operator written notice of damages or losses incurred as soon as practicable after report of the same has been received by Operator.

8. Litigation Expense

All costs and expenses of litigation, or legal services otherwise necessary or expedient for the protection of the joint interests, including attorneys' fees and expenses as hereinafter provided, together with all judgments obtained against the parties or any of them on account of the joint operations under this agreement, and actual expenses incurred by any party or parties hereto in securing evidence for the purpose of defending against any action or claim prosecuted or urged against the joint account or the subject matter of this agreement.

A. If a majority of the interests hereunder shall so agree, actions or claims affecting the joint interests hereunder may be handled by the legal staff of one or more of the parties hereto; and a charge commensurate with cost of providing and furnishing such services rendered may be made against the joint account; but no such charge shall be made until approved by the legal departments of or attorneys for the respective parties hereto.

B. Fees and expenses of outside attorneys shall not be charged to the joint account unless authorized by the majority of the interests hereunder.

9. Taxes

All taxes of every kind and nature assessed or levied upon or in connection with the properties which are the subject of this agreement, the production therefrom or the operation thereof, and which taxes have been paid by the Operator for the benefit of the parties hereto.

10. Insurance and Claims

A. Premiums paid for insurance required to be carried for the benefit of the joint account, together with all expenditures incurred and paid in settlement of any and all losses, claims, damages, judgments, and other expenses, including legal services, not recovered from insurance carrier.

B. If no insurance is required to be carried, all actual expenditures incurred and paid by Operator in settlement of any and all losses, claims, damages, judgments, and any other expenses, including legal services, shall be charged to the joint account.

11. District and Camp Expense (Field Supervision and Camp Expense)

A pro-rata portion of the salaries and expenses of Operator's production superintendent and other employees serving the joint property and other properties of the Operator in the same operating area, whose time is not allocated directly to the properties, and a pro rata portion of the cost of maintaining and operating a production office known as Operator's **District Office** office located at or near **Lafayette,Louisiana** (or a comparable office if location changed), and necessary suboffices (if any), maintained for the convenience of the above-described office, and all necessary camps, including housing facilities for employees if required, used in the conduct of the operations on the joint property and other properties operated in the same locality. The expense of, less any revenue from, these facilities should be inclusive of depreciation or a fair monthly rental in lieu of depreciation on the investment. Such charges shall be apportioned to all properties served on some equitable basis consistent with Operator's accounting practice.

It is further understood that such charges shall be made on a per well basis, with one (1) drilling well being considered as the equivalent of five (5) producing wells, and shall not exceed $75.00 per month per producing well.

12. Administrative Overhead

Operator shall have the right to assess against the joint property covered hereby the following management and administrative overhead charges which shall be in lieu of all expenses of all offices of the Operator not covered by Section II, Paragraph 11, above, including salaries and expense of personnel assigned to such offices, except that salaries of geologists and other employees of Operator who are temporarily assigned to and directly serving on the joint property will be charged as provided in Section II, Paragraph 2, above. Salaries and expenses of other technical employees assigned to such offices will be considered as covered by overhead charges in this paragraph unless charges for such salaries and expenses are agreed upon between Operator and Non-Operator as a direct charge to the joint property.

WELL BASIS (Rate Per Well Per Month)

Well Depth	DRILLING WELL RATE	PRODUCING WELL RATE (Use Completion Depth)		
	Each Well	First Five	Next Five	All Wells Over Ten
0-3000'	150	25	20	15
3-6000'	200	35	30	20
6-9000	250	50	40	30
9-12000'	300	60	50	40
12-#	350	70	60	50

A. Overhead charges for drilling wells shall begin on the date each well is spudded and terminate when it is on production or is plugged, as the case may be, except that no charge shall be made during the suspension of drilling operations for fifteen (15) or more consecutive days.

B. In connection with overhead charges, the status of wells shall be as follows:

(1) Injection wells for recovery operations, such as for repressure or water flood, shall be included in the overhead schedule the same as producing oil wells.

(2) Water supply wells utilized for water flooding operations shall be included in the overhead schedule the same as producing oil wells.

(3) Producing gas wells shall be included in the overhead schedule the same as producing oil wells.

(4) Wells permanently shut down but on which plugging operations are deferred shall be dropped from the overhead schedule at the time the shutdown is effected. When such wells are plugged, overhead shall be charged at the producing well rate during the time required for the plugging operation.

(5) Wells being plugged back, drilled deeper, or converted to a source or input well shall be included in the overhead schedule the same as drilling wells.

(6) Temporarily shut-down wells (other than by governmental regulatory body) which are not produced or worked upon for a period of a full calendar month shall not be included in the overhead schedule; however, wells shut in by governmental regulatory body shall be included in the overhead schedule only in the event the allowable production is transferred to other wells on the same property. In the event of a unit allowable, all wells capable of producing will be counted in determining the overhead charge.

(7) Wells completed in dual or multiple horizons shall be considered as two wells in the producing overhead schedule.

(8) Lease salt water disposal wells shall not be included in the overhead schedule unless such wells are used in a secondary recovery program on the joint property.

C. The above overhead schedule for producing wells shall be applied to the total number of wells operated under the Operating Agreement to which this accounting procedure is attached, irrespective of individual leases.

D. It is specifically understood that the above overhead rates apply only to drilling and producing operations and are not intended to cover the construction or operation of additional facilities such as, but not limited to, gasoline plants, compressor plants, repressuring projects, salt water disposal facilities, and similar installations. If at any time any or all of these become necessary to the operation, a separate agreement will be reached relative to an overhead charge and allocation of district expense.

E. The above specific overhead rates may be amended from time to time by agreement between Operator and Non-Operator if, in practice, they are found to be insufficient or excessive.

13. Operator's Fully Owned Warehouse Operating and Maintenance Expense

(Describe fully the agreed procedure to be followed by the Operator.)

NONE

14. Other Expenditures

Any expenditure, other than expenditures which are covered and dealt with by the foregoing provisions of this Section II, incurred by the Operator for the necessary and proper development, maintenance, and operation of the joint property.

III. BASIS OF CHARGES TO JOINT ACCOUNT

1. Purchases

Materials and equipment purchased and service procured shall be charged at price paid by Operator after deduction of all discounts actually received.

2. Material Furnished by Operator

Materials required for operations shall be purchased for direct charge to joint account whenever practicable, except that Operator may furnish such material from Operator's stocks under the following conditions:

A. New Material (Condition "A")

(1) New material transferred from Operator's warehouse or other properties shall be priced f.o.b. the nearest reputable supply store or railway receiving point, where such material is available, at current replacement cost of the same kind of material. This will include material such as tanks, pumping units, sucker rods, engines, and other major equipment. Tubular goods, two-inch (2") and over, shall be priced on carload basis effective at date of transfer and f.o.b. railway receiving point nearest the joint account operation, regardless of quantity transferred.

(2) Other material shall be priced on basis of a reputable supply company's preferential price list effective at date of transfer and f.o.b. the store or railway receiving point nearest the joint account operation where such material is available.

(3) Cash discount shall not be allowed.

B. Used Material (Condition "B" and "C")

(1) Material which is in sound and serviceable condition and is suitable for reuse without reconditioning shall be classed as Condition "B" and priced at seventy five per cent (75%) of new price.

(2) Material which cannot be classified as Condition "B" but which,

(a) After reconditioning will be further serviceable for original function as good secondhand material (Condition "B") or

(b) Is serviceable for original function but substantially not suitable for reconditioning,

shall be classed as Condition "C" and priced at fifty per cent (50%) of new price.

(3) Material which cannot be classified as Condition "B" or Condition "C" shall be priced at a value commensurate with its use.

(4) Tanks, buildings, and other equipment involving erection costs shall be charged at applicable percentage of knocked down new price.

3. Premium Prices

Whenever materials and equipment are not readily obtainable at the customary supply point and at prices specified in Paragraphs 1 and 2 of this Section III because of national emergencies, strikes or other unusual causes over which the Operator has no control, the Operator may charge the joint account for the required materials on the basis of the Operator's direct cost and expense incurred in procuring such materials, in making it suitable for use, and in moving it to the location, provided, however, that notice in writing is furnished to Non-Operator of the proposed charge prior to billing the Non-Operator for the material and/or equipment acquired pursuant to this provision, whereupon Non-Operator shall have the right, by so electing and notifying Operator within 10 days after receiving notice from the Operator, to furnish in kind, or in tonnage as the parties may agree, at the location, nearest railway receiving point, or Operator's storage point within a comparable distance, all or part of his share of material and/or equipment suitable for use and acceptable to the Operator. Transportation costs on any such material furnished by Non-Operator, at any point other than at the location, shall be borne by such Non-Operator. If, pursuant to the provisions of this paragraph, any Non-Operator furnishes material and/or equipment in kind, the Operator shall make appropriate credits therefor to the account of said Non-Operator.

4. Warranty of Material Furnished by Operator

Operator does not warrant the material furnished beyond or back of the dealer's or manufacturer's guaranty; and in case of defective material, credit shall not be passed until adjustment has been received by Operator from the manufacturers or their agents.

5. Operator's Exclusively Owned Facilities

The following rates shall apply to service rendered to the joint account by facilities owned exclusively by Operator.

A. Water, fuel, power, compressor and other auxiliary services at rates commensurate with cost of providing and furnishing such service to the joint account but not exceeding rates currently prevailing in the field where the joint property is located.

B. Automotive equipment at rates commensurate with cost of ownership and operation. Such rates should generally be in line with the schedule of rates adopted by the Petroleum Motor Transport Association, or some other recognized organization, as recommended uniform charges against joint account operations and revised from time to time. Automotive rates shall include cost of oil, gas, repairs, insurance, and other operating expense and depreciation; and charges shall be based on use in actual service on, or in connection with, the joint account operations. Truck and tractor rates may include wages and expenses of driver.

C. A fair rate shall be charged for the use of drilling and cleaning-out tools and any other items of Operator's fully owned machinery or equipment which shall be ample to cover maintenance, repairs, depreciation, and the service furnished the joint property; provided that such charges shall not exceed those currently prevailing in the field where the joint property is located. Pulling units shall be charged at hourly rates commensurate with the cost of ownership and operation, which shall include repairs and maintenance, operating supplies, insurance, depreciation, and taxes. Pulling unit rates may include wages and expenses of the operator.

D. A fair rate shall be charged for laboratory services performed by Operator for the benefit of the joint account, such as gas, water, core, and any other analyses and tests; provided such charges shall not exceed those currently prevailing if performed by outside service laboratories.

F. Whenever requested, Operator shall inform Non-Operator in advance of the rates it proposes to charge.

F. Rates shall be revised and adjusted from time to time when found to be either excessive or insufficient.

IV. DISPOSAL OF LEASE EQUIPMENT AND MATERIAL

The Operator shall be under no obligation to purchase interest of Non-Operator in surplus new or secondhand material. The disposition of major items of surplus material, such as derricks, tanks, engines, pumping units, and tubular goods, shall be subject to mutual determination by the parties hereto; provided Operator shall have the right to dispose of normal accumulations of junk and scrap material either by transfer or sale from the joint property.

1. Material Purchased by the Operator or Non-Operator

Material purchased by either the Operator or Non-Operator shall be credited by the Operator to the joint account for the month in which the material is removed by the purchaser.

2. Division in Kind

Division of material in kind, if made between Operator and Non-Operator, shall be in proportion to their respective interests in such material. Each party will thereupon be charged individually with the value of the material received or receivable by each party, and corresponding credits will be made by the Operator to the joint account. Such credits shall appear in the monthly statement of operations.

3. Sales to Outsiders

Sales to outsiders of material from the joint property shall be credited by Operator to the joint account at the net amount collected by Operator from vendee. Any claims by vendee for defective material or otherwise shall be charged back to the joint account if and when paid by Operator.

V. BASIS OF PRICING MATERIAL TRANSFERRED FROM JOINT ACCOUNT

Material purchased by either Operator or Non-Operator or divided in kind, unless otherwise agreed, shall be valued on the following basis:

1. New Price Defined

New price as used in the following paragraphs shall have the same meaning and application as that used above in Section III, "Basis of Charges to Joint Account."

2. New Material

New material (Condition "A"), being new material procured for the joint account but never used thereon, at one hundred per cent (100%) of current new price (plus sales tax if any).

3. Good Used Material

Good used material (Condition "B"), being used material in sound and serviceable condition, suitable for reuse without reconditioning:

A. At seventy five per cent (75%) of current new price if material was charged to joint account as new, or

B. At sixty five per cent (65%) of current new price if material was originally charged to the joint property as secondhand at seventy five per cent (75%) of new price.

4. Other Used Material

Used material (Condition "C"), at fifty per cent (50%) of current new price, being used material which:

A. After reconditioning will be further serviceable for original function as good secondhand material (Condition "B"), or

B. Is serviceable for original function but substantially not suitable for reconditioning.

5. Bad-Order Material

Material and equipment (Condition "D"), which is no longer usable for its original purpose without excessive repair cost but is further usable for some other purpose, shall be priced on a basis comparable with that of items normally used for that purpose.

6. Junk

Junk (Condition "E"), being obsolete and scrap material, at prevailing prices.

7. Temporarily Used Material

When the use of material is temporary and its service to the joint account does not justify the reduction in price as provided in Paragraph 3 B, above, such material shall be priced on a basis that will leave a net charge to the joint account consistent with the value of the service rendered.

VI. INVENTORIES

1. Periodic Inventories, Notice and Representation

At reasonable intervals, inventories shall be taken by Operator of the joint account material, which shall include all such material as is ordinarily considered controllable by operators of oil and gas properties.

Written notice of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that Non-Operator may be represented when any inventory is taken.

Failure of Non-Operator to be represented at an inventory shall bind Non-Operator to accept the inventory taken by Operator, who shall in that event furnish Non-Operator with a copy thereof.

2. Reconciliation and Adjustment of Inventories

Reconciliation of inventory with charges to the joint account shall be made by each party at interest, and a list of overages and shortages shall be jointly determined by Operator and Non-Operator.

Inventory adjustments shall be made by Operator with the joint account for overages and shortages, but Operator shall be held accountable to Non-Operator only for shortages due to lack of reasonable diligence.

3. Special Inventories

Special inventories may be taken, at the expense of the purchaser, whenever there is any sale or change of interest in the joint property, and it shall be the duty of the party selling to notify all other parties hereto as quickly as possible after the transfer of interest takes place. In such cases, both the seller and the purchaser shall be represented and shall be governed by the inventory so taken.

Exhibit D
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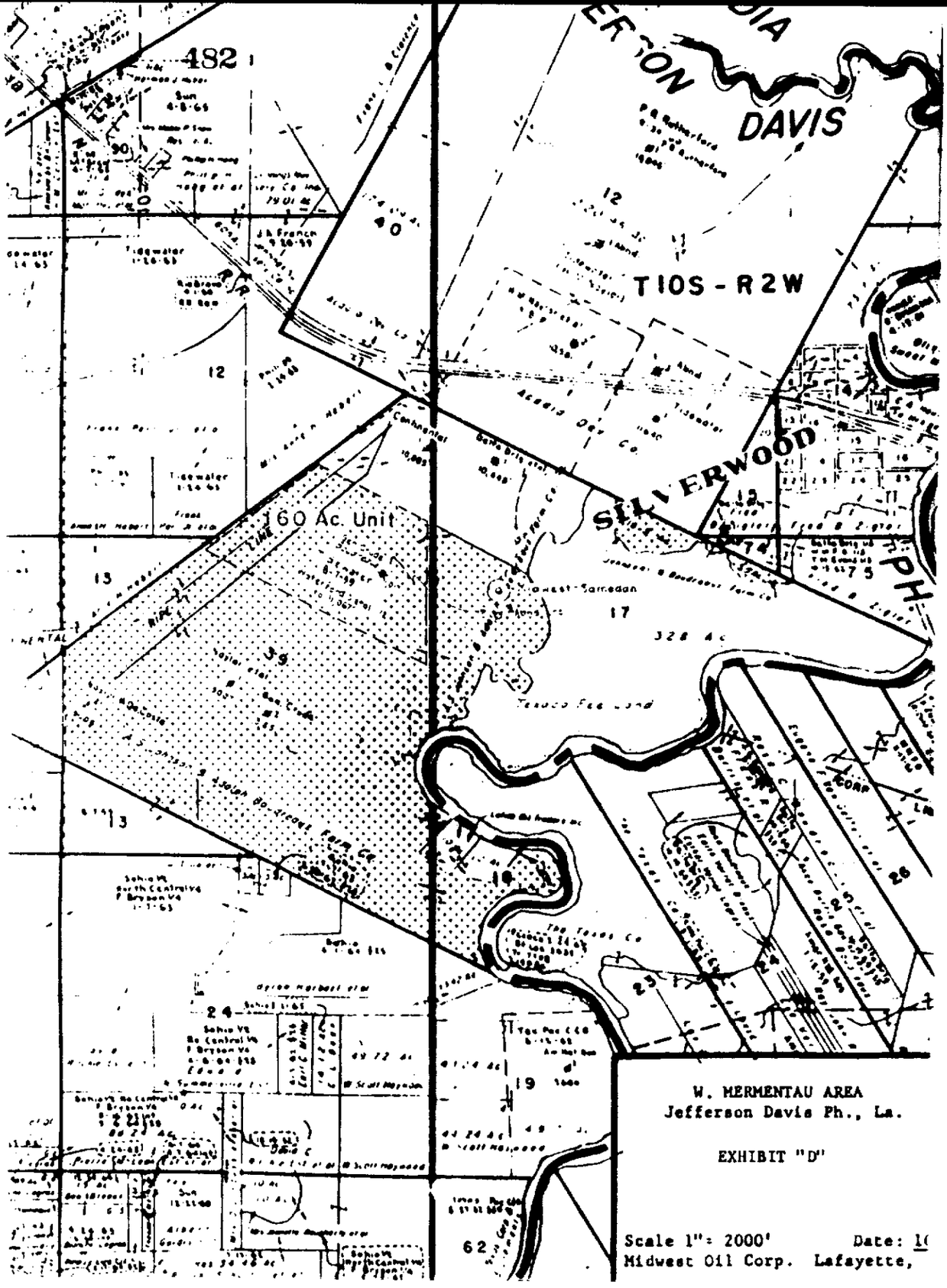
482
DAVIS
T10S - R2W
160 Ac. Unit
SILVERWOOD
W. MERMENTAU AREA
Jefferson Davis Ph., La.
EXHIBIT "D"
Scale 1"= 2000'
Midwest Oil Corp. Lafayette,

EXHIBIT "D"

Attached to and made a part of that certain Farmout Agreement dated July 24, 1984 between Samedan Oil Corporation and Celt Oil, Inc., and covering lands in West Mermentau Prospect, Jefferson Davis Parish, Louisiana.

INSURANCE

Operator shall, at all times while operations are conducted on the jointly owned property, carry insurance to indemnify, protect and save the parties hereto harmless as follows:

(a) Workmen's Compensation Insurance (including coverage for completed operations and contractural liability coverage) as required under all applicable state workmen's compensation and occupational disease laws, and Employer's Liability Insurance in a minimum limit of not less than $100,000.

(b) Comprehensive General liability Insurance in minimum limits of not less than $100,000 per person and $300,000 per occurrence for bodily injury liability, and $100,000 per occurrence for property damage liability. If Contractor's operations involve the use of watercraft, then Contractor's policy or policies shall provide coverage for such watercraft.

(c) Comprehensive Automobile Liability Insurance in minimum limit of not less than $100,000 per person, $300,000 per occurrence for bodily injury liability, and $100,000 per occurrence for property damage liability.

All policies providing coverage required above shall be endorsed to provide that they shall not be canceled or materially changed without giving Samedan Oil Corporation 10 days prior written notice.

Operator shall not provide fire and tornado insurance for the joint account of the parties hereto.

EXHIBIT "E"

Attached to and made a part of that certain Farmout Agreement between Samedan Oil Corporation and Celt Oil, Inc. dated July 24, 1984 and covering lands located in West Mermentau Prospect, Jefferson Davis Parish, Louisiana.

GAS BALANCING AGREEMENT

1.

The parties to the Operating Agreement to which this Agreement is attached, own the working interest in the gas rights underlying the Unit Area covered by such Operating Agreement in accordance with the percentage of participation as set forth in the Operating Agreement.

In accordance with the terms of the Operating Agreement, each party hereto has the right to take in kind its share of the gas produced from the well and market or otherwise dispose of same. In the event any party hereto is not at any time taking or marketing its share of gas, or has contracted to sell its share of gas produced from the well to a purchaser which does not at any time take the full share of gas attributable to interest of the party, the terms of this Agreement shall automatically become operative.

2.

For purposes of this Agreement, any party that has not marketed its cumulative share of gas production for any vintage shall be an "underproduced party" for that vintage, and the quantity of gas attributable to such party for the vintage which is not taken shall be referred to as "underproduction" (in that vintage). Any party having marketed more than its cumulative share of any gas vintage shall be an "overproduced party" for that vintage, and gas taken in excess of its share of a vintage shall be referred to as "overproduction" (in that vintage). When an underproduced party is capable of taking and marketing more than its current share of the vintage in which it is underproduced pursuant to the terms of this Agreement, the quantity of gas so taken in excess shall be referred to as "make-up gas" (in that vintage). "Joint interest share" as used herein shall mean the share of gas to which a party is entitled pursuant to ownership interest provisions of the Operating Agreement.

3.

The parties recognize that during the course of operations, imbalances between them may arise not only as to the total quantities of gas taken and marketed by each party, but also as to the quantities of each separate vintage classification so taken and marketed. The parties further recognize that imbalances may exist between them prior to the date of execution of this Agreement. It is intended that all such imbalances heretofore incurred as well as all future imbalances be dealt with according to the terms hereof, the effective date of this Agreement being the date of first production.

4.

The Operator under the Operating Agreement (hereinafter referred to as "Operator") will maintain a separate running account of the quantities of gas by vintage each party is entitled to, and the quantities of each vintage taken and marketed by each of the parties. The Operator will also furnish each party monthly statements showing the total quantity of gas produced in each vintage, the amount thereof by vintage used in the operations, vented or lost, and the volume of gas by vintage delivered to pipeline purchaser(s) for the account of each party.

For purposes of balancing, the measurement point of the gas taken (both quantity and quality) shall be the party's discharge measurement point. All parties hereto shall share in and own the concomitant crude and condensate (not including gas plant liquids) produced in accordance with their respective interests regardless of whether they are able to market their full share of gas.

Except as otherwise provided herein, each party shall have the right and obligation to take in kind its joint interest share of each vintage of gas produced from a well (less gas used in operations thereon, vented or lost). During any period when a party is unable to take and market its full joint interest share (as such quantity may be reduced in accordance with provisions herein for providing make-up gas) of any vintage or vintages of gas produced from a well, the other joint interest owners shall be entitled to produce and sell all or a portion of such quantity which the party has failed to take. If two or more parties are capable of taking and marketing quantities of gas to which such party was thus entitled but which it failed to take, in the absence of other agreement between them, each may take a share of such underproduced gas in the direct proportion of its joint interest therein to the total joint interest therein of all parties desiring to take such underproduced gas.

When a party is underproduced, it shall be entitled to take a quantity of gas of the underproduced vintage ("make-up gas") in excess of its joint interest share thereof, such quantity to be up to thirty-seven and one-half percent (37 1/2%) of the joint interest share of parties overproduced in that vintage. In the event that there is more than one underproduced party seeking then to recover underproduction, each such underproduced party's share of the make-up gas shall be in the direct proportion of its joint interest in the vintage to the total interest therein of all underproduced parties then seeking recovery.

6.

It is the intent of this Agreement that no party shall suffer financial loss or be unduly enriched as a result of overproducing or underproducing gas under this Agreement. To achieve these ends, the following conditions are established whenever the overproduced party or parties for a vintage supplies make-up gas of the same vintage as set forth in Section 5 above:

A. The underproduced party will remit to the overproduced party or parties providing the make-up gas any difference in the value of the make-up gas and the value of the gas which was overproduced by the overproduced party or parties, determined as hereinafter provided. The difference between values will be the difference in monthly average price, weighted by volume, applicable to the overproduced party's or parties' concurrent production under its (their) gas sales contract for the vintage of gas to be made up during the make-up period, less royalty and taxes payable thereon, and the monthly average gas price, weighted by volume, received in the past by the overproduced party or parties under its (their) gas sales contract for the vintage for the overproduced volume of gas, less royalty and taxes payable thereon. The first gas made up shall be assumed to be the first underproduction. Payment of the remittance provided herein shall be made every six months and in any event immediately upon completion of balancing of a vintage gas between the underproduced party and the overproduced party or parties.

B. This obligation on the part of the underproduced party or parties is contingent upon the overproduced party or parties furnishing the underproduced party information and proof of the monthly average gas prices necessary for the computation of the aforesaid payment obligation. Such information shall be furnished to party or parties upon request.

C. The underproduced party or parties shall have the same protection as the overproduced party or parties regarding potential refunds required by orders of the Federal Energy Regulatory Commission as provided in Section 8.

If at the termination of gas production of a given vintage classifaction from a well an imbalance as to the vintage exists between the parties, the overproduced party or parties shall make a monetary settlement of imbalance as provided in Section 8 below.

8.

At the termination of gas production of a given vintage classification from a well the overproduced party or parties for the vintage shall make monetary settlement of the imbalance by payment to the party or parties underproduced for the vintage based on the price per MCF the overproduced party or parties actually received for each MCF of the overproduced gas. The price used for the above calculation shall be the overproduced party's or parties' bonafide collected gas sales price(s) as authorized by the Federal Energy Regultory Commission less royalties, severance, and other production taxes which have been paid with respect to such overproduction. If any portion of the monies collected by the overproduced party or parties were subject to refund upon order of the Federal Energy Regulatory Commission (other than the general refund obligation of 18 CFR, Section 273.301 and the potential refund obligation arising from the lack of absolute finality provided by Section 503 (d) (1) and (2) of the NGPA), the overproduced party or parties shall withhold such amounts subject to refund until prices are fully approved by the Federal Energy Regulatory Commission, unless the underproduced party or parties furnish a corporate undertaking agreeing to hold the overproduced party or parties harmless from financial loss due to action by the Federal Energy Regulatory Commission. Each of the parties agree to maintain complete records as to the volumes of gas it sold and the price received so that the above computations can be made. The overproduced party or parties shall make payments to the underproduced party or parties entitled thereto in the proportion that each party's underproduction bears to the total underproduction.

9.

If regulation by the Federal Energy Regulatory Commission ceases then the settlement price shall be the price actually received by the overproduced party or parties from the effective date of the deregulation order.

10.

All reference to "gas" or "gas production" shall be understood to mean wet gas. All references to "price" or "certificated price" shall mean federally regulated prices of gas at the wellhead. Each party taking gas shall pay royalties due thereon, or if such gas is processed, the royalties due thereon. Each party taking gas under the terms hereof shall pay any and all applicable taxes due on or with respect to such production. Each party shall be obligated to pay its working interest share of all costs and liabilities incurred in operations of the well, except as otherwise provided herein with respect to royalties and taxes, and except as provided to the contrary in regard to Non-Consent Operations in the well. Nothing herein shall be construed so as to deny to any party the right, from time to time, to produce and take or deliver to its purchaser its full share of the allowable gas production to meet the deliverability tests required by its purchaser.

11.

This Agreement shall remain in force and effect as long as the Operating Agreement is in effect and shall accrue to the benefit and be binding upon the parties hereto, their successors, representatives and assigns. This Agreement shall be considered a supplement to the Operating Agreement. In the event of conflict between the documents, this Agreement shall be controlling.

Exhibit "F"

Attached to and made a part of that certain Farmout Agreement between SAMEDAN OIL CORPORATION and CELT OIL, INC.

Re: Johnson Boudreaux No. 1
W. Mermentau Prospect

I. Daily Drilling Reports:

A) Report to be given by telephone early each morning to our New Orleans Office, Telephone No. (504) 524-0202 - Susan Turner or Pam Tullos.

B) Copy of report including mud logs and current paleo to be mailed each morning to:

1. Samedan Oil Corporation
P.O. Box 909
Ardmore, OK 73401
Attn: Martha Cude

A. Daily Mud Logs

2. Samedan Oil Corporation
128 Demanade Stree, Ste 125
Lafayette, La. 70505

A. Drilling Reports
B. Daily Mud Logs
C. Paleo

C) Copy of final typed drilling report to: Samedan Oil Corporation
1400 Saratoga Bldg.
New Orleans, La. 70112

II. Drilling and Geological Requirements

A) Prior to spudding the initial well and any other well drilled hereunder, you shall furnish the following:

1. One copy of all permits (State & Corps., if applicable)
One copy of survey plat showing the location as staked, each to the following:

1. Samedan Oil Corporation
1400 Saratoga Building
New Orleans, LA 70112
Attn: Steve Taylor

2. Samedan Oil Corporation
P.O. Box 52898 O.C.S.
Lafayette, La. 70505
Attn: Bill Truman

B) During the drilling of each well hereunder, you shall furnish the following: (Nos. 1,2&3 are to be furnished within 48 hrs. of completion of same service)

1. Field prints of electric log services performed on the well.
2. Descriptions and analyses, if any, of all sidewall, conventtal and wireline cores.
3. Any other services and surveys which may be undertaken to evaluate the well, such as, but not limited to, dipmeter, radioactivity logs, paleontological reports, directional surveys, sonic logs, velocity surveys, etc.
4. Daily mud logs and current paleo mailed daily from drilling rig.
5. Daily drilling reports shall, at the discretion of Samedan, consist of, but not be limited to, number of days since spud, operations at report time, present and/or STTD, mud properties, total mud and well cost, and breakdown of operations performed during the period the report covers, drilling breaks and/or show reports, including gas units.

II. Drilling and Geological Requirements: (Continued)

C) Before completion of the well, either as a producer or as a dry hole, you shall insofar as practicable, run electric log on same from the base of surface casing to the greatest depth drilled. Electric logs are deemed to include such auxiliary type electrical devices as a Porosity log, Induction Log et al, when the information to be derived from such devices is not otherwise available, but is considered by Samedan as being necessary for the best possible log evaluation of all potential producing formations.

D) If requested by Samedan you agree to take sidewall cores, as practicable at such intervals as may be deemed necessary by Samedan.

E) You shall catch and preserve at least one (1) quart bottle sample of each fluid obtained as the result of production or drill stem testing of any formation in the well. Samples are to be shipped to Steve Taylor, 1400 Saratoga Building, New Orleans, LA 70112.

F) If the information from the mud log or electric logs or other surveys, considered above or in conjunction with other information indicates hydrocarbons, you shall properly test such formation if it was not properly tested at the time it was penetrated, all such tests to be to the full satisfaction of Samedan and results thereof to be supplied to Samedan prior to abandonment of well.

G) You shall furnish the following with all reports required to be filed with governmental agencies or authorities on each well drilled.

(1) Samedan Oil Corporation
1400 Saratoga Building
New Orleans, LA 70112

III. 24 hour advance notification of logging, coring, testing and/or completion attempts shall be given to one of the following (in order listed) to allow a representative of Samedan to be present:

	Office Number	Home Number
1. Bill Truman	318/232-9490	318/988-2897
2. Steve Taylor	504/524-0202	504/893-3387
3. Steve Molbert	504/524-0202	504/466-6226
4. George DeMare	504/524-0202	504/242-8247

5. If unable to reach above parties call 504/522-0202.

IV. Distribution of copies of all logs, and any, and all other data provided herein:

	Number of Copies				
	Mud Logs		Electric Logs		Facedown Sepia of
Mail To:	Field	Final	Field	Final	1",2"&5" Induction log
Samedan Oil Corporation 1400 Saratoga Bldg. New Orleans, LA 70112	0	1	1	1	0
Samedan Oil Corporation P.O. Box 909 Ardmore, OK 73401 Attn: Martha Cude	1	2	0	2	1
Samedan Oil Corporation 128 Demanade Street, Suite 125 Lafayette, La. 70505	1	1	3	1	0

GAY B. HUFF, CLERK OF COURT

SAMEDAN OIL CORP ETAL TO CELT OIL INC SUB LEASE

RECEIVED AND FILED 575
1984 DEC 11 AM 9:19
Gay B. Hugg
CLERK OF COURT
JEFFERSON DAVIS PARISH

SUB-LEASE

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS 455896

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, SAMEDAN OIL CORPORATION and QUIEN SABE CORPORATION are the owners of that certain oil, gas and mineral lease described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, SAMEDAN OIL CORPORATION, QUIEN SABE CORPORATION and Celt Oil, Inc. entered into an agreement providing that Celt Oil, Inc. might earn certain interests in the lease described in Exhibit "A" by the recompleting of a test well under the terms of said agreement; and

WHEREAS, Celt Oil, Inc. has now complied with said agreement, and has requested that the assignment or sub-lease of the interest in said lease, as hereinafter set forth, be made to Celt Oil, Inc., 2800 Youree Drive, P.O. Box 5757, Shreveport, Louisiana 71105, hereinafter referred to as "Sub-Lessee",

NOW, THEREFORE, in order to comply with the terms of said agreement, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, SAMEDAN OIL CORPORATION and QUIEN SABE CORPORATION (hereinafter referred to as "Sub-lessors") do hereby sell, assign, convey and sub-lease unto Sub-lessee, the following described interests in and to that certain oil, gas and mineral lease described on Exhibit "A" attached hereto and made a part hereof, as follows:

455896

> All of Sub-lessor's right, title and interest in and to the oil, gas and mineral lease described on Exhibit "A" attached hereto limited in depth to the perforated interval 10,254' to 10,264' in the Petroleum Well Services #1 Johnson-Boudreaux Well located in Section 17, Township 10 South-Range 2 West.

Sub-lessors reserve from this assignment or sub-lease an overriding royalty equal to the difference between 30% and the present royalty and overriding royalties with which said lease is burdened. However, it is understood that said overriding royalty shall, in no event, be less than 5% of 8/8ths. In the event that the interest covered by said lease is less than a full mineral interest in and to the leased premises, then the overriding royalty herein reserved shall be proportionately reduced.

Said reserved overriding royalty shall be delivered to the credit of Sub-lessors into the pipeline or pipelines or tanks with which the test well may be connected, free and clear of all costs and expenses, except taxes on production. Sub-lessors also reserve the right, at their option, for a period of thirty (30) days after receipt of notice from Sub-lessee that the well is paid out or plugged and abandoned to convert said overriding royalty to a proportionate 35% working interest in the test well, its production, equipment and assigned leasehold acreage. Payout is hereby defined as that point when Sub-lessee shall have received out of production from the test well the cost of locating, drilling, completing, and equipping said well, and the cost of operating same during the payout period, after deducting applicable royalty, overriding royalty, windfall profit and production taxes. In the event said well ceases to produce prior to Operator having received out of production the above stated sum, the salvage value of said well shall be applied to the unrecovered portion of such sum, and any amount in excess of the unrecovered portion shall be owned proportionately Celt Oil, Inc. 65% and Samedan, et al 35%. The costs and expenses of operating the subject well during the payout period shall be computed and determined in accordance with the accounting procedure attached to the Farmout Agreement of July 24, 1984.

This sub-lease is made subject to the terms and conditions of the oil, gas and mineral lease described in Exhibit "A" attached hereto, and to the terms and conditions of the Farmout Agreement dated July 24, 1984 which additionally obligates Celt to the plugging and abandoning of the Nos. 1 and 3 Johnson-Boudreaux Wells as well as the clean up and restoration of the locations of said wells and leased premises. Sub-lessee hereby agrees to assume any obligations with respect to said lease, as well as any encumbrances pertaining to said lease and hold Samedan, et al harmless from any and all covenants with respect to said lease.

This sub-lease is made without any warranty or recourse whatsoever against Sub-lessors, but with full substitution and subrogation in and to all rights and actions of warranty held by Sub-lessors.

THUS DONE AND EXECUTED on this 25th day of October, 1984.

WITNESSES:

SUB-LESSOR

SAMEDAN OIL CORPORATION

By: James C. Woodson
Vice President

Attest:
Secretary

QUIEN SABE CORPORATION

By:
President

Attest:
Secretary

WITNESSES:

SUB-LESSEE

CELT OIL, INC.

By:

Attest:

STATE OF OKLAHOMA)
COUNTY OF CARTER)

On this 26th day of October, 1984, before me appeared: James C. Woodson, to me personally known, who, being by me duly sworn, did say that he is the Vice President of SAMEDAN OIL CORPORATION, a Delaware corporation, and that said instrument was signed in 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

My commission expires:
November 18, 1986

STATE OF Oklahoma)

COUNTY OF Carter)

On this 26th day of October, 1984, before me appeared: Russell Noble, to me personally known who, being by me duly sworn, did say that he is the President of Quien Sabe Corporation and that the foregoing instrument was signed by him on behalf of said Corporation, and said appearer acknowledged said instrument to be the free act and deed of said Corporation.

Sue Jones
NOTARY PUBLIC

My commission expires:

June 23, 1987

STATE OF Louisiana)

~~COUNTY~~ OF Caddo Parish)

On this 25th day of October, 1984, before me appeared: Clyde E. Love, to me personally known who, being by me duly sworn, did say that he is the President of The Celt Oil, Inc. and that the foregoing instrument was signed by Clyde E. Love on behalf of said Celt Oil, Inc., and said appearer acknowledged said instrument to be the free act and deed of said Celt Oil, Inc.

Winona Lynette Stevens
NOTARY PUBLIC

My commission ~~expires~~:

is for life

WINONA LYNETTE STEVENS, Notary Public
Caddo Parish, Louisiana
My Commission is for Life

EXHIBIT "A"

Attached to and made a part of that certain Sublease dated October 25, 1984 between Samedan Oil Corporation and Quien Sabe Corporation, Sub-lessors, and Celt Oil, Inc., Sub-lessee, covering lands in West Mermentau Prospect, Jefferson Davis Parish, Louisiana.

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING BOOK	PAGE
5-10-8 A	Rosa Castex Boudreaux, etal	8/7/54	187	391

The above lease is limited in depth to the perforated interval 10,254' to 10,264' in the Petroleum Well Services #1 Johnson-Boudreaux Well located in Section 17, Township 10 South, Range 2 West.

GAY B. HUFF, CLERK OF COURT

8/2

456379 529

LYNAL INC ETAL TO YVETTE MARIE BOUDREAUX ETAL RELEASE

RELEASE OF OIL, GAS AND MINERAL LEASES

RECEIVED AND FILED
1985 JAN 10 AM 10 31
Gay B. Higgs
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA §
§ KNOW ALL MEN BY THESE PRESENTS:
PARISH OF JEFFERSON DAVIS §

THAT, the undersigned, LYNAL, INC., a Louisiana Corporation, whose address is P.O. Box 52185, Lafayette, Louisiana 70505, and RAMSAY CORPORATION, a Texas Corporation, whose address is P.O. Box 52027, Lafayette, Louisiana 70505, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, do hereby release, remise and relinquish unto lessors, their heirs, successors and assigns, all of the undersigned's right, title and interest in and to all those certain Oil, Gas and Mineral Leases set forth in and described in Exhibit "A" attached hereto and made a part hereof, and to which reference is hereby made for all purposes, covering lands situated in the Parish of Jefferson Davis, State of Louisiana.

This instrument may be executed either as one instrument or in several partially executed counterparts and the original and all counterparts shall be construed together and shall constitute one agreement. Should less than all of the named Lessees execute this instrument, this agreement shall be binding on those who are signatories.

IN WITNESS WHEREOF, this instrument is executed as of the 30th day of November, 1984, in the presence of the undersigned competent witnesses.

456379

WITNESSESS:

Shelley A Luke

Nancy Montgomery

LYNAL, INC.

BY Douglas Lynn
DOUGLAS LYNN, President

ATTEST:

Secretary-Treasurer

Liza Puckett

Paula L. Durrett

RAMSAY CORPORATION

BY Dwight S Ramsay
DWIGHT S. RAMSAY, President

ATTEST:

530

RELEASE OF OIL, GAS AND MINERAL LEASES

EXHIBIT "A"

Attached to and made a part of Release of Oil, Gas and Mineral Leases dated November , 1984, between LYNAL, INC. and RAMSAY CORPORATION, Lessees, covering lands situated in Jefferson Davis Parish, Louisiana.

LESSOR	LESSEE	DATE	BOOK/PAGE/ENTRY #	PARISH
Yvette Marie Boudreaux	Lynal, Inc.	7-21-81	510/370/431253	Jefferson Davis
Lydia McBride Boudreaux, et al.	Lynal, Inc.	7-21-81	510/376/431254	Jefferson Davis
Albert Sidney Johnson, III	Lynal, Inc.	7-21-81	512/256/431824	Jefferson Davis
Bernice Foreman Boudreaux, et al	Lynal, Inc.	7-21-81	512/263/431825	Jefferson Davis

* *

STATE OF LOUISIANA ⎫

PARISH OF LAFAYETTE ⎭

On this 30th day of November, 1984, before me appeared Douglas Lynn to me personally known, who being duly sworn, did say that he is President of LYNAL, INC., and that said instrument was executed on behalf of said corporation by authority of its Board of Directors and said Douglas Lynn acknowledged said instrument to be the free act and deed of said corporation.

Phyllis D. Crosby

STATE OF LOUISIANA ⎫

PARISH OF LAFAYETTE ⎭

On this 11th day of ~~November~~ December, 1984, before me appeared Dwight S. Ramsay to me personally known, who being duly sworn, did say that he is President of RAMSAY CORPORATION, and that said instrument was executed on behalf of said corporation by authority of its Board of Directors and said Dwight S. Ramsay acknowledged said instrument to be the free act and deed of said corporation.

GAY B. HUFF, CLERK OF COURT

ALBERT SIDNEY JOHNSON JR TO MARANATHA MIN CORP OGML

456380

FORM 42 CPM—NEW SOUTH LOUISIANA REVISED FOUR (4)—POOLING REVISED "A"

OIL, GAS AND MINERAL LEASE

531

THIS AGREEMENT, entered into effective as of January 23, 1984 July 22, 19 84,

by and between ALBERT SIDNEY JOHNSON III, married to and living with Agnes S. Johnson, nee Saulnier, whose address is 7805 East Windfont, Parker, Colorado 80134.

herein called "Lessor" (whether one or more) and MARANATHA MINERAL CORPORATION, whose address is P. O. Box 53091, Lafayette, Louisiana 70505 hereinafter called "Lessee", witnesseth, that: ONE HUNDRED &

Lessor, in consideration of the sum of OTHER VALUABLE CONSIDERATIONS ($100.00 OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in JEFFERSON DAVIS Parish, Louisiana, and described as follows, to-wit:

in Township 10 South, Range 3 West in Section 39 and Township 10 South, Range 2 West in Sections 17 and 18.

All of the lands acquired by Albert Sidney Johnson and Adolphe C. Boudreaux from Jean Castex, Jr. by Act of Sale dated April 30, 1934, recorded under File No. 81759 of the Conveyance Records of Jefferson Davis Parish, Louisiana, insofar, and only insofar, as said lands fall and lie east of a north-south line having a Lambert Coordinate of X = 1,591,150 feet; LESS AND EXCEPT, however, all lands situated within the geographical boundaries of the following described units:

456380

(1) HET 1 SUA created by Louisiana Department of Conservation Order No. 101-E, effective December 1, 1962.

(2) 10,200 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-C, effective April 1, 1962, as amended by Order No. 101-C-1, effective December 9, 1971, LESS AND EXCEPT all rights below the stratigraphic equivalent of the 10,600 foot sand as defined in Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962, insofar, and only insofar, as said rights underlie a tract of land containing 70.51 acres situated in Section 39, Township 10 South, Range 3 West, and more fully described in an oil and gas lease dated July 6, 1971, granted to Ruffin T. Lowry and recorded in Conveyance Book 358, at Page 846, under File No. 352892, records of Jefferson Davis Parish, Louisiana, said rights under said tract being leased herein.

(3) 10,600 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962.

And, also, LESS AND EXCEPT, the following described tracts:

(1) That ten acre parcel of land situated in Section Eighteen (18) Township Ten (10) South of Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10-acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence, leaving the River and running South 37° 00' West 693.5 feet; thence, North 72° 06' West 691.5 feet to lower side line of the Robira 10 acres; thence, following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

(2) That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the Corner between Section Eighteen (18) Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence, South 53° East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West 921 feet South of the corner between the two said Sections; thence, South 53° East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37° East 726 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River; thence, North 53° West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence, South 37° West 358 feet to the point of beginning and containing ten (10) acres.

The royalties to be paid by Lessee are: 1/4 from the surface down to 12,000' and 1/5 below 12,000'

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consumation of such contract; provided, however, should Lessee by virtue of any order by any regularoty body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably as possible and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of the Lessors.

Prior to the commencement of any operations on the leased premises, Lessee shall cause a survey to be made which shall show the exterior lines of the surface to be utilized in such proposed operations and the acreage content thereof, which surface area shall include, by way of illustration, all areas used for boardruns, well locations, roadways, or any other areas actually used in Lessee's operations. Lessors shall be furnished with a copy of such plat of survey prior to the commencement of operations. Within 60 days following the date on which wells have been completed as a producer or abandoned as a dry hole, Lessee shall pay to Lessors a cash sum equal to $600.00 per acre for the number of acres of the leased premises so utilized by Lessee in such operations as shown on said plat. Such payment shall be deemed to be a surface rental for such area utilized by Lessee's operations for a period of one (1) year from the date of Lessee's actual entry upon the leased premises in connection with such operations. Thereafter, and in like manner, Lessee agrees to pay a surface rental for the area which Lessee continues to utilize for its operations, on an annual basis, at the rate of $660.00, which rental shall be further increased by 10% annually, commencing from one year of the date of completion of any producing wells on Lessors' property.

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1985 JAN 10 AM 10 37
Gay B. Hyde
CLERK OF COURT
JEFFERSON DAVIS PARISH

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All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 450.84 acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and NO (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or an acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on July 22, 1984, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or an acreage pooled therewith in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of Two Hundred Fifty & NO/100 Dollars ($ 250.00) per each for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of each respective period, Two Hundred Fifty & NO/100 Dollars ($ 250.00) per acre for all on that part of the land held hereunder. Payment may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE RENTAL DIVISION ORDER Bank at UNDER PARAGRAPH NO. 16 which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received for it, less any severance or production tax imposed thereon.

~~Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the lands.~~

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor hereunder unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than one (1) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

16. Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to-wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
ALBERT SIDNEY JOHNSON III	$2,825.00	BANK OF THE WEST 6363 EAST PARKER ROAD PARKER, COLORADO 80134

Lessors agree that the above division is solely for the purpose of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

X Linda J. Stadecker

X Cheryl A. Keeney

X Albert Sidney Johnson III
ALBERT SIDNEY JOHNSON III
SS# [redacted]

STATE OF Colorado
PARISH (OR COUNTY) OF Douglas

On this 23rd day of Mar, 1984, before me personally appeared Albert Sidney Johnson III to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as a free act and deed.

MY COMMISSION EXPIRES 12-2-84
BANK OF THE WEST,
PARKER, COLO. 80134
PARKER RD. & MAIN

Betty L. Davenport
Notary Public.

STATE OF
PARISH (OR COUNTY) OF

On this day of, 19, before me personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed.

Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF

BEFORE ME, the undersigned Notary Public, on this day personally appeared who, being by me duly sworn, stated under oath that was one of the subscribing witnesses to the foregoing instrument and that the same was signed by

(Lessor, as above mentioned) in presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me, 19

Notary Public in and for Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF

BEFORE ME, the undersigned Notary Public, on this day personally appeared who, being by me duly sworn, stated under oath that was one of the subscribing witnesses to the foregoing instrument and that the same was signed by

(Lessor, as above mentioned) in presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me, 19

Notary Public in and for Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF
PARISH (OR COUNTY) OF

ON THIS day of, 19, before me appeared to me personally known, who, being by me duly sworn, did say that he is the of the and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said acknowledged said instruments to be the free act and deed of said corporation.

Notary Public.

No.
Oil, Gas and Mineral Lease
(LOUISIANA)
Dated 19
No. of Acres
Parish, Louisiana
Term
This instrument was filed for record on the day of 19, at o'clock M., and duly recorded in Book Page of the records of this office.
By Deputy

FORM 45 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

GAY B. HUFF, CLERK OF COURT

BERNICE FOREMAN BOUDREAUX TO 456381 MARANATHA MIN CORP OGML

50 12

BATH-O-GRAM 538

FORM 45 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into/effective as of January 23, 1984 July 22 19 84

by and between BERNICE FOREMAN BOUDREAUX, widow of Mark A. Boudreaux, whose address is

3801 East Galbraith, Apt. 105, Cincinnati, Ohio 45236.

herein called "Lessor" (whether one or more) and MARANATHA MINERAL CORPORATION, whose address is

P. O. Box 53091, Lafayette, Louisiana 70505

hereinafter called "Lessee", witnesseth, that: One Hundred &

Lessor, in consideration of the sum of OTHER VALUABLE CONSIDERATIONS ($100.00 (OVC)), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in JEFFERSON DAVIS Parish, Louisiana, and described as follows, to-wit:

In Township 10 South, Range 3 West in Section 39 and Township 10 South, Range 2 West in Sections 17 and 18.

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All of the lands acquired by Albert Sidney Johnson and Adolphe C. Boudreaux from Jean Castex, Jr. by Act of Sale dated April 30, 1934, recorded under File No. 81759 of the Conveyance Records of Jefferson Davis Parish, Louisiana, insofar, and only insofar, as said lands fall and lie east of a north-south line having a Lambert Coordinate of X = 1,591,150 feet; LESS AND EXCEPT, however, all lands situated within the geographical boundaries of the following described units:

(1) HET 1 SUA created by Louisiana Department of Conservation Order No. 101-E, effective December 1, 1962.

(2) 10,200 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-C, effective April 1, 1962, as amended by Order No. 101-C-1, effective December 9, 1971, LESS AND EXCEPT all rights below the stratigraphic equivalent of the 10,600 foot sand as defined in Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962, insofar, and only insofar, as said rights underlie a tract of land containing 70.51 acres situated in Section 39, Township 10 South, Range 3 West, and more fully described in an oil and gas lease dated July 6, 1971, granted to Ruffin T. Lowry and recorded in Conveyance Book 358, at Page 846, under File No. 352892, records of Jefferson Davis Parish, Louisiana, said rights under said tract being leased herein.

(3) 10,600 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962.

And, also, LESS AND EXCEPT, the following described tracts:

(1) That ten acre parcel of land situated in Section Eighteen (18) Township Ten (10) South of Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10-acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence, leaving the River and running South 37° 00' West 693.5 feet; thence, North 72° 06' West 691.5 feet to lower side line of the Robira 10 acres; thence, following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

(2) That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the Corner between Section Eighteen (18) Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence, South 53° East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West 921 feet South of the corner between the two said Sections; thence, South 53° East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37° East 726 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River; thence, North 53° West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence, South 37° West 358 feet to the point of beginning and containing ten (10) acres.

Exhibit D
Castex Development - Title and Lease History - 001233

540

The royalties to be paid by Lessee are: 1/4 from the surface down to 12,000' and 1/5 below 12,000'

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consumation of such contract; provided, however, should Lessee by virtue of any order by any regularoty body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably as possible and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of the Lessors.

Prior to the commencement of any operations on the leased premises, Lessee shall cause a survey to be made which shall show the exterior lines of the surface to be utilized in such proposed operations and the acreage content thereof, which surface area shall include, by way of illustration, all areas used for boardruns, well locations, roadways, or any other areas actually used in Lessee's operations. Lessors shall be furnished with a copy of such plat of survey prior to the commencement of operations. Within 60 days following the date on which wells have been completed as a producer or abandoned as a dry hole, Lessee shall pay to Lessors a cash sum equal to $600.00 per acre for the number of acres of the leased premises so utilized by Lessee in such operations as shown on said plat. Such payment shall be deemed to be a surface rental for such area utilized by Lessee's operations for a period of one (1) year from the date of Lessee's actual entry upon the leased premises in connection with such operations. Thereafter, and in like manner, Lessee agrees to pay a surface rental for the area which Lessee continues to utilize for its operations, on an annual basis, at the rate of $660.00, which rental shall be further increased by 10% annually, commencing from one year of the date of completion of any producing wells on Lessors' property.

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Gay B. Hughes
CLERK OF COURT
JEFFERSON PARISH

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 450.84 acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements: July 22, 1984

1. This lease shall terminate on July 22, 1985, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of Two Hundred Fifty & No/100 Dollars ($ 250.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessee, on or before the beginning of such respective periods Two Hundred Fifty & No/100 Dollars ($250.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE RENTAL DIVISION ORDER Bank of UNDER PARAGRAPH NO. 16 which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption, or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

~~Lessor shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on minerals produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the lands.~~

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than one (1) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

16. Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depositary which may be designated as herein provided, and in the following amounts, to-wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
BERNICE FOREMAN BOUDREAUX	$14,100.00	FIFTH THIRD BANK - KENWOOD BRANCH Cincinnati, Ohio

Lessors agree that the above division is solely for the purpose of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

X Juliette Kerr

X Juanita VerKuyl

X Bernice Foreman Boudreaux
BERNICE FOREMAN BOUDREAUX
SS# [redacted]

514

STATE OF Ohio }
PARISH (OR COUNTY) OF Hamilton }

On this 22nd day of February, 1954, before me personally appeared BERNICE FOREMAN BOUDREAUX, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that She executed the same as Her free act and deed.

Juanita DeVaughn
Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, 19____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and dead of said corporation.

_____
Notary Public.

Oil, Gas and Mineral Lease (LOUISIANA)

Dated 19
No. of Acres
Term
This instrument was filed for record on the
day of
Book
Page
of the records of this office.
By
Deputy

FORM 62 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED 1947

GAY B. HUFF, CLERK OF COURT

Exhibit D
Castex Development - Title and Lease History - 001238

WAYNE BOUDREAUX TO MARANATHA MIN CORP OGML

456382

50/6

515

THE H. L. BATH COMPANIES
BATH-GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into/effective as of January 23, 1984 July 22, 19 84,

by and between WAYNE BOUDREAUX, married to and living with Vera B. Boudreaux, nee Breaux,

whose address is 1165 Ivanhoe Drive, North Muskegan, Michigan 49445,

herein called "Lessor" (whether one or more) and MARANATHA MINERAL CORPORATION, whose address is

P. O. Box 53091, Lafayette, Louisiana 70505
hereinafter called "Lessee", witnesseth, that: ONE HUNDRED &

Lessor, in consideration of the sum of OTHER VALUABLE CONSIDERATIONS ($100.00 OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies said which is affected hereby being situated in JEFFERSON DAVIS Parish, Louisiana, and described as follows, to-wit:

Exhibit D
Castex Development - Title and Lease History - 001239

546 In Township 10 South, Range 3 West in Section 39 and Township 10 South, Range 2 West in Sections 17 and 18.

All of the lands acquired by Albert Sidney Johnson and Adolphe C. Boudreaux from Jean Castex, Jr. by Act of Sale dated April 30, 1934, recorded under File No. 81759 of the Conveyance Records of Jefferson Davis Parish, Louisiana, insofar, and only insofar, as said lands fall and lie east of a north-south line having a Lambert Coordinate of X = 1,591,150 feet; LESS AND EXCEPT, however, all lands situated within the geographical boundaries of the following described units:

456382

(1) HET 1 SUA created by Louisiana Department of Conservation Order No. 101-E, effective December 1, 1962.

(2) 10,200 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-C, effective April 1, 1962, as amended by Order No. 101-C-1, effective December 9, 1971, LESS AND EXCEPT all rights below the stratigraphic equivalent of the 10,600 foot sand as defined in Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962, insofar, and only insofar, as said rights underlie a tract of land containing 70.51 acres situated in Section 39, Township 10 South, Range 3 West, and more fully described in an oil and gas lease dated July 6, 1971, granted to Ruffin T. Lowry and recorded in Conveyance Book 358, at Page 846, under File No. 352892, records of Jefferson Davis Parish, Louisiana, said rights under said tract being leased herein.

(3) 10,600 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962.

And, also, LESS AND EXCEPT, the following described tracts:

(1) That ten acre parcel of land situated in Section Eighteen (18) Township Ten (10) South of Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10-acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence, leaving the River and running South 37° 00' West 693.5 feet; thence, North 72° 06' West 691.5 feet to lower side line of the Robira 10 acres; thence, following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

(2) That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the Corner between Section Eighteen (18) Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence, South 53° East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West 921 feet South of the corner between the two said Sections; thence, South 53° East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37° East 726 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River; thence, North 53° West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence, South 37° West 358 feet to the point of beginning and containing ten (10) acres.

The royalties to be paid by Lessee are: 1/4 from the surface down to 12,000' and 1/5 below 12,000'

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consumation of such contract; provided, however, should Lessee by virtue of any order by any regularoty body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably as possible and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of the Lessors.

Prior to the commencement of any operations on the leased premises, Lessee shall cause a survey to be made which shall show the exterior lines of the surface to be utilized in such proposed operations and the acreage content thereof, which surface area shall include, by way of illustration, all areas used for boardruns, well locations, roadways, or any other areas actually used in Lessee's operations. Lessors shall be furnished with a copy of such plat of survey prior to the commencement of operations. Within 60 days following the date on which wells have been completed as a producer or abandoned as a dry hole, Lessee shall pay to Lessors a cash sum equal to $600.00 per acre for the number of acres of the leased premises so utilized by Lessee in such operations as shown on said plat. Such payment shall be deemed to be a surface rental for such area utilized by Lessee's operations for a period of one (1) year from the date of Lessee's actual entry upon the leased premises in connection with such operations. Thereafter, and in like manner, Lessee agrees to pay a surface rental for the area which Lessee continues to utilize for its operations, on an annual basis, at the rate of $660.00, which rental shall be further increased by 10% annually, commencing from one year of the date of completion of any producing wells on Lessors' property.

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Gay B. Hyde
CLERK OF COURT
JEFFERSON DAVIS PARISH

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All land owned by the Lessor in the above mentioned Section or Sections, or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether property or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 450.84 acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and NO (0) months from the date hereof July 22, 1984 (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on July 22, 19 85, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of Two Hundred Fifty & No/100 Dollars ($250.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of each respective period, Two Hundred Fifty & No/100 Dollars ($250.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE RENTAL DIVISION ORDER Bank of UNDER PARAGRAPH NO. 16, which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

Exhibit D
Castex Development - Title and Lease History - 001242

bank or its successors. The inability of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

~~Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.~~

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than one (1) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

16. Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to-wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
WAYNE BOUDREAUX	0	

Lessors agree that the above division is solely for the purpose of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

X Joyce Dubroc

X Barbara J. Reed

Wayne Boudreaux

WAYNE BOUDREAUX

STATE OF Michigan
PARISH (OR COUNTY) OF Muskegon

On this 1ST day of MARCH, 19 84, before me personally appeared WAYNE BOUDREAUX

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

JUDITH L. MARSH
Notary Public, Muskegon County, Michigan
My Commission Expires December 15, 1988

Judith L. Marsh
Notary Public.

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, 19____, before me appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____

of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)
FORM

To _____

Dated _____, 19____
No. of Acres _____
Term _____
This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____ Page _____ of the records of this office.
By _____ Deputy

THE E. L. BATH COMPANIES
BATH-O-GRAM
FORM 48 CPE—NEW SOUTH
LOUISIANA REVISED FORM 141—POOLING
REVISED "A"

GAY B. HUFF, CLERK OF COURT

MARK W BOUDREAUX TO MARANATHA MIN CORP OGML

5016 552

456383

THE H. L. BATH COMPANIES
BATH-GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into/effective as of January 23, 1984 July 22, 1984 19

by and between MARK W. BOUDREAUX, married to and living with Genevieve G. Boudreaux, nee Guidry, whose address is 2601 Petworth Court, Cincinnati, Ohio 45236.

herein called "Lessor" (whether one or more) and MARANATHA MINERAL CORPORATION, whose address is P. O. Box 53091, Lafayette, Louisiana 70505

hereinafter called "Lessee", witnesseth, that: ONE HUNDRED &

Lessor, in consideration of the sum of OTHER VALUABLE CONSIDERATIONS ($100.00 OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land, the land to which this lease applies and which is affected hereby being situated in JEFFERSON DAVIS Parish, Louisiana, and described as follows, to-wit:

In Township 10 South, Range 3 West in Section 39 and Township 10 South, Range 2 West in Sections 17 and 18.

All of the lands acquired by Albert Sidney Johnson and Adolphe C. Boudreaux from Jean Castex, Jr. by Act of Sale dated April 30, 1934, recorded under File No. 81759 of the Conveyance Records of Jefferson Davis Parish, Louisiana, insofar, and only insofar, as said lands fall and lie east of a north-south line having a Lambert Coordinate of X = 1,591,150 feet; LESS AND EXCEPT, however, all lands situated within the geographical boundaries of the following described units:

(1) HET 1 SUA created by Louisiana Department of Conservation Order No. 101-E, effective December 1, 1962.

(2) 10,200 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-C, effective April 1, 1962, as amended by Order No. 101-C-1, effective December 9, 1971, LESS AND EXCEPT all rights below the stratigraphic equivalent of the 10,600 foot sand as defined in Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962, insofar, and only insofar, as said rights underlie a tract of land containing 70.51 acres situated in Section 39, Township 10 South, Range 3 West, and more fully described in an oil and gas lease dated July 6, 1971, granted to Ruffin T. Lowry and recorded in Conveyance Book 358, at Page 846, under File No. 352892, records of Jefferson Davis Parish, Louisiana, said rights under said tract being leased herein.

(3) 10,600 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962.

And, also, LESS AND EXCEPT, the following described tracts:

(1) That ten acre parcel of land situated in Section Eighteen (18) Township Ten (10) South of Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10-acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence, leaving the River and running South 37° 00' West 693.5 feet; thence, North 72° 06' West 691.5 feet to lower side line of the Robira 10 acres; thence, following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

(2) That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1935, recorded in Conveyance Book 66, Page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the Corner between Section Eighteen (18) Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence, South 53° East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West 921 feet South of the corner between the two said Sections; thence, South 53° East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37° East 726 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River; thence, North 53° West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence, South 37° West 358 feet to the point of beginning and containing ten (10) acres.

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The royalties to be paid by Lessee are: 1/4 from the surface down to 12,000' and 1/5 below 12,000'

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consumation of such contract; provided, however, should Lessee by virtue of any order by any regularoty body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably as possible and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of the Lessors.

Prior to the commencement of any operations on the leased premises, Lessee shall cause a survey to be made which shall show the exterior lines of the surface to be utilized in such proposed operations and the acreage content thereof, which surface area shall include, by way of illustration, all areas used for boardruns, well locations, roadways, or any other areas actually used in Lessee's operations. Lessors shall be furnished with a copy of such plat of survey prior to the commencement of operations. Within 60 days following the date on which wells have been completed as a producer or abandoned as a dry hole, Lessee shall pay to Lessors a cash sum equal to $600.00 per acre for the number of acres of the leased premises so utilized by Lessee in such operations as shown on said plat. Such payment shall be deemed to be a surface rental for such area utilized by Lessee's operations for a period of one (1) year from the date of Lessee's actual entry upon the leased premises in connection with such operations. Thereafter, and in like manner, Lessee agrees to pay a surface rental for the area which Lessee continues to utilize for its operations, on an annual basis, at the rate of $660.00, which rental shall be further increased by 10% annually, commencing from one year of the date of completion of any producing wells on Lessors' property.

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1985 JAN 10 AM 10 38
Gary B. Hargis
CLERK OF COURT
JEFFERSON DAVIS PARISH

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All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 450.84 acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof July 22, 1984 (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on July 22 1985, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of Two Hundred Fifty & No/100 Dollars ($250.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods Two Hundred Fifty & No/100-------- Dollars ($250.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE RENTAL DIVISION ORDER Bank of UNDER PARAGRAPH NO. 16 which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

Exhibit D
Castex Development - Title and Lease History - 001249

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received for it. On the leased property, four any severance or production tax imposed thereon.

~~Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit containing a portion of the land.~~

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than one (1) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

16. Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to-wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
MARK W. BOUDREAUX	0	

Lessors agree that the above division is solely for the purpose of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

X _____ X Mark W Boudreaux

X _____ MARK W. BOUDREAUX

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STATE OF Ohio
PARISH (OR COUNTY) OF Hamilton

On this 22nd day of February, 19 84, before me personally appeared MARK W. BOUDREAUX

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that He executed the same as His free act and deed.

JUANITA DeVAUGHN
Notary Public, State of Ohio
My Commission Expires May 17, 1988

Juanita DeVaughn
Notary Public.

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, 19____, before me appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____

of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

Dated _____ 19____

No. of Acres _____

Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____ 19____ at _____ o'clock _____ M. and duly recorded in Book _____ Page _____ of the records of this office.

By _____ Deputy

THE H. L. BATH COMPANIES
BATH-CRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR 141—POOLING
REVISED "A"

GAY B. HUFF, CLERK OF COURT

REUBEN RAYMOND BRUCE ET AL TO MARANATHA MINERAL CORP OGML

61,15/6

THE H. L. BATH COMPANIES
SHREVEPORT—SHREVEPORT-BOSSIER CITY, LOUISIANA
BATH-O-GRAM
NO. 14 311 39 N. L. Ref. Ref.
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

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OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into/effective as of January 23, 1984 July 22, 1984

by and between

REUBEN RAYMOND BRUCE, married to and living with Marie Onelia S. Bruce, nee Simoneaux, whose address is 439 East Academy Avenue, Jennings, Louisiana 70546;

WORREL B. JOHNSON, married to and living with Dora Cary Johnson, nee Cary, whose address is P.O. Box 388 Welsh, Louisiana 70591;

ORA JOHNSON MIGUEZ, married to and living with Adam Miguez, whose address is 114 Davies Avenue Jennings, Louisiana 70546;

RICHARD W. JOHNSON, married to and living with Nancy W. Johnson, nee Watkins, whose address is P.O. Box 190 Welsh, Louisiana 70591;

SANDRA LYNN TRAHAN, nee Johnson, divorced from Markham Trahan, whose address is 230 Village Lane Lafayette, Louisiana 70506;

MILTON F. BOURDIER, divorced from Margaret Badgley, whose address is 13270 Web Lane Sugarland, Texas 77478;

ALFRED C. BOURDIER, married to and living with Gayle H. Bourdier, nee Hoffpauir, whose address is Route 11, Box 932 Lake Charles, Louisiana 70611;

LYNN H. BOURDIER, married to and living with Eva Cutright Bourdier, whose address is 416 Julius Street Lake Charles, Louisiana 70605;

BERNADINE BOURDIER ZIBILICH, widow of William Zibilich, whose address is 125 Valentine Drive Avondale, Louisiana 70058;

ROSE MARIE BOURDIER PETITJEAN, married to and living with Lee J. Petitjaan, whose address is 1451 Chateau Circle North, Lake Charles, Louisiana 70605;

DAVID L BOURDIER, married to and living with Janet R. Bourdier, nee Robichaux, whose address is P.O. Box 762 Patterson, Louisiana 70392;

YVETTE MARIE BOUDREAUX LAFLEUR, divorced from Elmer L. LaFleur, whose address is 2305 Palato Drive Marshall, Texas 75670;

LYDIA MCBRIDE BOUDREAUX, widow of Castex M. Boudreaux, whose address is 1313 Tenth Street Lake Charles, Lousiana 70601.

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herein called "Lessor" (whether one or more) and MARANATHA MINERAL CORPORATION, whose address is

P. O. Box 53091, Lafayette, Louisiana 70505
hereinafter called "Lessee", witnesseth, that:

TIONS

Lessor, in consideration of the sum of ONE HUNDRED DOLLARS & OTHER VALUABLE CONSIDERA/ ($100.00&OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in JEFFERSON DAVIS Parish, Louisiana, and described as follows, to-wit:

RRB 1089

In Township 10 South, Range 3 West in Section 39 and Township 10 South, Range 2 West in Sections 17 and 18.

All of the lands acquired by Albert Sidney Johnson and Adolphe C. Boudreaux from Jean Castex, Jr. by Act of Sale dated April 30, 1934, recorded under File No. 81759 of the Conveyance Records of Jefferson Davis Parish, Louisiana, insofar, and only insofar, as said lands fall and lie east of a north-south line having a Lambert Coordinate of X = 1,591,150 feet; LESS AND EXCEPT, however, all lands situated within the geographical boundaries of the following described units:

(1) HET 1 SUA created by Louisiana Department of Conservation Order No. 101-E, effective December 1, 1962.

(2) 10,200 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-C, effective April 1, 1962, as amended by Order No. 101-C-1, effective December 9, 1971, LESS AND EXCEPT all rights below the stratigraphic equivalent of the 10,600 foot sand as defined in Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962, insofar, and only insofar, as said rights underlie a tract of land containing 70.51 acres situated in Section 39, Township 10 South, Range 3 West, and more fully described in an oil and gas lease dated July 6, 1971, granted to Ruffin T. Lowry and recorded in Conveyance Book 358, at Page 846, under File No. 352892, records of Jefferson Davis Parish, Louisiana, said rights under said tract being leased herein.

(3) 10,600 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962.

And, also, LESS AND EXCEPT, the following described tracts:

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And, also, LESS AND EXCEPT, the following described tracts:

(1) That ten acre parcel of land situated in Section Eighteen (18) Township Ten (10) South of Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10-acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence, leaving the River and running South 37° 00' West 693.5 feet; thence, North 72° 06' West 691.5 feet to lower side line of the Robira 10 acres; thence, following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

(2) That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the Corner between Section Eighteen (18) Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence, South 53° East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West 921 feet South of the corner between the two said Sections; thence, South 53° East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe; thence North 37° East 726 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River; thence, North 53° West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence, South 37° West 358 feet to the point of beginning and containing ten (10) acres.

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The royalties to be paid by Lessee are: 1/4 from the surface down to 12,000' and 1/5 below 12,000'

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably possible; and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of the Lessors.

Prior to the commencement of any operations on the leased premises, Lessee shall cause a survey to be made which shall show the exterior lines of the surface to be utilized in such proposed operations and the acreage content thereof, which surface area shall include, by way of illustration, all areas used for boardruns, well locations, roadways, or any other areas actually used in Lessee's operations. Lessors shall be furnished with a copy of such plat of survey prior to the commencement of operations. Within 60 days following the date on which wells have been completed as a producer or abandoned as a dry hole, Lessee shall pay to Lessors a cash sum equal to $600.00 per acre for the number of acres of the leased premises so utilized by Lessee in such operations as shown on said plat. Such payment shall be deemed to be a surface rental for such area utilized by Lessee's operations for a period of one (1) year from the date of Lessee's actual entry upon the leased premises in connection with such operations. Thereafter, and in like manner, Lessee agrees to pay a surface rental for the area which Lessee continues to utilize for its operations, on an annual basis, at the rate of $660.00, which rental shall be further increased by 10% annually, commencing from one year of the date of completion of any producing wells on Lessors' property.

[illegible] continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods Two Hundred Fifty & No/100-------- Dollars ($ 250.00--) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE RENTAL DIVISION ORDER Bank of UNDER PARAGRAPH NO. 16 which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

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All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 450.84 acres, whether it actually comprises more or less.

This lease shall be for a term of: three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements: July 22, 1984

1. This lease shall terminate on July 22, 1985, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of Two Hundred Fifty & NO/1 Dollars ($ 250.00---) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods Two Hundred Fifty & No/100-------- Dollars ($ 250.00--) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE RENTAL DIVISION ORDER Bank of UNDER PARAGRAPH NO. 16 which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

~~Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of this land.~~

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included therein in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than one (1) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

16. Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to-wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
REUBEN RAYMOND BRUCE	$28,175.00	The Calcasieu Marine National Bank of Lake Charles - Jennings Mid-City Branch Box 940 Jennings, Louisiana 70546
WORREL B. JOHNSON	$8,450.00	The Calcasieu Marine National Bank of Lake Charles - Welsh Branch Box 548 Welsh, Louisiana 70591
BERNICE FOREMAN BOUDREAUX	$14,100.00	
MARK BOUDREAUX	None	
WAYNE BOUDREAUX	None	
ORA JOHNSON MIGUEZ	$11,275.00	The Calcasieu Marine National Bank of Lake Charles - Jennings Mid-City Branch Box 940, Jennings, Louisiana 70546
RICHARD W. JOHNSON	$2,825.00	The Calcasieu Marine National Bank of Lake Charles - Welsh Branch Box 548, Welsh, Louisiana 70591
ALBERT SIDNEY JOHNSON III	$2,825.00	
SANDRA LYNN TRAHAN	$2,825.00	The First National Bank of Lafayette P.O. Drawer 2109 Lafayette, Louisiana 70504
MILTON F. BOURDIER	$2,375.00	Spring Branch Educators Credit Union P.O. Box 55265 Houston, Texas 77255-5265
ALFRED C. BOURDIER	$2,375.00	The Calcasieu Marine National Bank of Lake Charles, P.O. Box 2891 Lake Charles, Louisiana 70604
LYNN H. BOURDIER	$2,375.00	Louisiana Savings Association South Lake Charles Branch P.O. Box 5997, Lake Charles, LA 70606
BERNADINE BOURDIER ZIBILICH	$2,375.00	First Financial Bank 1536 Laplaco Blvd. Harvey, Louisiana 70058
ROSE MARIE BOURDIER PETITJEAN	$2,375.00	The Calcasieu Marine National Bank of Lake Charles P.O. Box 2891 Lake Charles, Louisiana 70604
DAVID L. BOURDIER	$2,375.00	Patterson State Bank Box 427 Patterson, Louisiana 70392
YVETTE MARIE BOUDREAUX LAFLEUR	$14,100.00	Allied-Marshall Bank P.O. Box 1369 Marshall, Texas 75670
LYDIA MCBRIDE BOUDREAUX	$14,100.00	The Calcasieu Marine National Bank of Lake Charles, P.O. Box 2891 Lake Charles, Louisiana 70604

Lessors agree that the above division is solely for the purpose of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

REUBEN RAYMOND BRUCE
SS# [redacted]

WORREL B. JOHNSON
SS# [redacted]

BERNICE FOREMAN BOUDREAUX

MARK BOUDREAUX

WAYNE BOUDREAUX

ORA JOHNSON MIGUEZ
SS# [redacted]

RICHARD W. JOHNSON
SS# [redacted]

ALBERT SIDNEY JOHNSON III

SANDRA LYNN TRAHAN
SS# [redacted]

MILTON F. BOURDIER
SS# [redacted]

ALFRED C. BOURDIER
SS# [redacted]

LYNN H. BOURDIER
SS# [redacted]

BERNADINE BOURDIER ZIBILICH
SS# [redacted]

ROSE MARIE BOURDIER PETITJEAN
SS# [redacted]

DAVID L. BOURDIER
SS# [redacted]

YVETTE MARIE BOUDREAUX LAFLEUR
SS# [redacted]

LYDIA MCBRIDE BOUDREAUX
SS# [redacted]

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____,

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____,

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF Lafayette

BEFORE ME, the undersigned Notary Public, on this day personally appeared Galen J. LaBauve, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Reuben Raymond Bruce, Worrel B. Johnson, Ora Johnson Miguez, Richard W. Johnson, Sandra Lynn Trahan, Milton F. Bourdier, Alfred C. Bourdier, Lynn H. Bourdier, Bernadine Bourdier Zibilich, Rose Marie Bourdier Petitjean, (Lessor, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

Galen J. LaBauve

SWORN TO AND SUBSCRIBED before me February 15, 19 84

Diane Cella Jamison

Notary Public in and for Lafayette Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF Lafayette

BEFORE ME, the undersigned Notary Public, on this day personally appeared Galen J. LaBauve, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by David L. Bourdier, Yvette Marie Boudreaux LaFleur and Lydia McBride Boudreaux, (Lessor, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

Galen J. LaBauve

SWORN TO AND SUBSCRIBED before me February 15, 1984

Diane Cella Jamison

Notary Public in and for Lafayette Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, 19____, before me appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____

of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____ TO _____

Dated _____, 19____
No. of Acres _____
_____ Parish, Louisiana
Term _____
This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____ of the records of this office.
By _____, Deputy

THE H. L. BATH COMPANIES
BATH-GRAM
FORM 48 CPM-NEW SOUTH
LOUISIANA REVISED FORM 147-POOLING
REVISED "A"

60.75 16

THE H. L. BATH COMPANIES
BATH-O-GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

456385

OIL, GAS AND MINERAL LEASE

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THIS AGREEMENT, entered into effective as of January 23, 1984

by and between

REUBEN RAYMOND BRUCE, married to and living with Marie Onelia S. Bruce, nee Simoneaux, whose address is 439 East Academy Avenue, Jennings, Louisiana 70546;

WORREL B. JOHNSON, married to and living with Dora Cary Johnson, nee Cary, whose address is P.O. Box 388 Welsh, Louisiana 70591;

ORA JOHNSON MIGUEZ, married to and living with Adam Miguez, whose address is 114 Davies Avenue Jennings, Louisiana 70546;

RICHARD W. JOHNSON, married to and living with Nancy W. Johnson, nee Watkins, whose address is P.O. Box 190 Welsh, Louisiana 70591;

SANDRA LYNN TRAHAN, nee Johnson, divorced from Markham Trahan, whose address is 230 Village Lane Lafayette, Louisiana 70506;

MILTON F. BOURDIER, divorced from Margaret Badgley, whose address is 13270 Web Lane Sugarland, Texas 77478;

ALFRED C. BOURDIER, married to and living with Gayle H. Bourdier, nee Hoffpauir, whose address is Route 11, Box 932 Lake Charles, Louisiana 70611;

LYNN H. BOURDIER, married to and living with Eva Cutright Bourdier, whose address is 416 Julius Street Lake Charles, Louisiana 70605;

BERNADINE BOURDIER ZIBILICH, widow of William Zibilich, whose address is 125 Valentine Drive Avondale, Louisiana 70058;

ROSE MARIE BOURDIER PETITJEAN, married to and living with Lee J. Petitjaan, whose address is 1451 Chateau Circle North, Lake Charles, Louisiana 70605;

DAVID L BOURDIER, married to and living with Janet R. Bourdier, nee Robichaux, whose address is P.O. Box 762 Patterson, Louisiana 70392;

YVETTE MARIE BOUDREAUX LAFLEUR, divorced from Elmer L. LaFleur, whose address is 2305 Palato Drive Marshall, Texas 75670;

LYDIA MCBRIDE BOUDREAUX, widow of Castex M. Boudreaux, whose address is 1313 Tenth Street Lake Charles, Lousiana 70601.

456385

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herein called "Lessor" (whether one or more) and MARANATHA MINERAL CORPORATION, whose address is

P. O. Box 53091, Lafayette, Louisiana 70505
hereinafter called "Lessee", witnesseth, that:

CONSIDERATIONS

Lessor, in consideration of the sum of ONE HUNDRED DOLLARS & OTHER VALUABLE ($100.00&OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in JEFFERSON DAVIS Parish, Louisiana, and described as follows, to-wit:

That certain tract of land containing 193.86 acres, more or less, situated in the Northern portion of Section 39, T10S-R3W and Section 17, T10S-R2W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit "A" attached hereto.

The royalties to be paid by Lessee are: 1/4 from the surface down to 12,000' and 1/5 below 12,000'

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably possible; and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of the Lessors.

Prior to the commencement of any operations on the leased premises, Lessee shall cause a survey to be made which shall show the exterior lines of the surface to be utilized in such proposed operations and the acreage content thereof, which surface area shall include, by way of illustration, all areas used for boardruns, well locations, roadways, or any other areas actually used in Lessee's operations. Lessors shall be furnished with a copy of such plat of survey prior to the commencement of operations. Within 60 days following the date on which wells have been completed as a producer or abandoned as a dry hole, Lessee shall pay to Lessors a cash sum equal to $600.00 per acre for the number of acres of the leased premises so utilized by Lessee in such operations as shown on said plat. Such payment shall be deemed to be a surface rental for such area utilized by Lessee's operations for a period of one (1) year from the date of Lessee's actual entry upon the leased premises in connection with such operations. Thereafter, and in like manner, Lessee agrees to pay a surface rental for the area which Lessee continues to utilize for its operations, on an annual basis, at the rate of $660.00, which rental shall be further increased by 10% annually, commencing from one year of the date of completion of any producing wells on Lessors' property.

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RECEIVED AND FILED
1985 JAN 10 AM 10 39
Gary B. Wright
CLERK OF COURT
JEFFERSON DAVIS PARISH

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 193.86 acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on January 23, 19 85, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of Two Hundred Eighty Five & No/100 Dollars ($ 285.00--) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods, Two Hundred Eighty-Five & No/100--Dollars ($ 285.00--) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE RENTAL DIVISION ORDER Bank of UNDER PARAGRAPH NO. 16 which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

~~Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the lands.~~

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor hereby unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than one (1) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

16. Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to-wit:

LESSOR	RENTAL	DEPOSITORY
REUBEN RAYMOND BRUCE	$13,822.50	The Calcasieu Marine National Bank of Lake Charles - Jennings Mid-City Branch Box 940 Jennings, Louisiana 70546
WORREL B. JOHNSON	$4,132.50	The Calcasieu Marine National Bank of Lake Charles - Welsh Branch Box 548, Welsh, Louisiana 70591
BERNICE FOREMAN BOUDREAUX	$6,897.00	
MARK BOUDREAUX	None	
WAYNE BOUDREAUX	None	
ORA JOHNSON MIGUEZ	$5,529.00	The Calcasieu Marine National Bank of Lake Charles - Jennings Mid-City Branch P.O. Box 940 Jennings, Louisiana 70546
RICHARD W. JOHNSON	$1,368.00	The Calcasieu Marine National Bank of Lake Charles - Welsh Branch Box 548 Welsh, Louisiana 70591
ALBERT SIDNEY JOHNSON III	$1,368.00	
SANDRA LYNN TRAHAN	$1,368.00	The First National Bank of Lafayette P.O. Drawer 2109 Lafayette, Louisiana 70504
MILTON F. BOURDIER	$1,168.50	Spring Branch Educators Credit Union P.O. Boc 55265- Houston, Texas 77255-5265
ALFRED C. BOURDIER	$1,168.50	The Calcasieu Marine National Bank of Lake Charles , P.O. Box 2891 Lake Charles, Louisiana 70604
LYNN H. BOURDIER	$1,168.50	Louisiana Savings Association South Lake Charles Branch P.O. Box 5997, Lake Charles, LA 70606
BERNADINE BOURDIER ZIBILICH	$1,168.50	First Financial Bank - 1536 Lapalco Blvd. Harvey, Louisiana 70604
ROSE MARIE BOURDIER PETITJEAN	$1,168.50	The Calcasieu Marine National Bank of Lake Charles, P.O. Box 2891 Lake Charles, Louisiana 70604
DAVID L. BOURDIER	$1,168.50	Patterson State Bank - Box 427 Patterson, Louisiana 70392
YVETTE MARIE BOUDREAUX LAFLEUR	$6,897.00	Allied- Marshall Bank P.O. Box 1369 Marshall, Texas 75670
LYDIA MCBRIDE BOUDREAUX	$6,897.00	The Calcasieu Marine National Bank of Lake Charles, P.O. Box 2891 Lake Charles, Louisiana 70604

Lessors agree that the above division is solely for the purpose of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

Reuben Raymond Bruce
REUBEN RAYMOND BRUCE
SS# [redacted]

Worrel B. Johnson
WORREL B. JOHNSON
SS# [redacted]

BERNICE FOREMAN BOUDREAUX

MARK BOUDREAUX

WAYNE BOUDREAUX

Ora Johnson Miguez
ORA JOHNSON MIGUEZ
SS# [redacted]

Richard W. Johnson
RICHARD W. JOHNSON
SS# [redacted]

ALBERT SIDNEY JOHNSON III

Sandra Lynn Trahan
SANDRA LYNN TRAHAN
SS# [redacted]

Milton E. Bourdier
MILTON E. BOURDIER
[redacted]

Alfred C. Bourdier
ALFRED C. BOURDIER
SS# [redacted]

Lynn H. Bourdier
LYNN H. BOURDIER
SS3 [redacted]

Bernadine Bourdier Zibilich
BERNADINE BOURDIER ZIBILICH
SS# [redacted]

Rose Marie Bourdier Petitjean
ROSE MARIE BOURDIER PETITJEAN
SS# [redacted]

David L. Bourdier
DAVID L. BOURDIER
SS# [redacted]

Yvette Marie Boudreaux Lafleur
YVETTE MARIE BOUDREAUX LAFLEUR
SS# [redacted]

Lydia McBride Boudreaux
LYDIA MCBRIDE BOUDREAUX
SS# [redacted]

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF Lafayette

BEFORE ME, the undersigned Notary Public, on this day personally appeared Galen J. LaBauve, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Reuben Raymond Bruce, Worrel B. Johnson, Ora Johnson Miguez, Richard W. Johnson, Sandra Lynn Trahan, Milton F. Bourdier, Alfred C. Bourdier, Lynn H. Bourdier, Bernadine Bourdier Zibilich, Rose Marie Bourdier Petitjean, (Lessor, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

Galen J. LaBauve

SWORN TO AND SUBSCRIBED before me February 15, 1984

Diane Cella Jamison
Notary Public in and for Lafayette Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF Lafayette

BEFORE ME, the undersigned Notary Public, on this day personally appeared Galen J. LaBauve, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by David L. Bourdier, Yvette Marie Boudreaux LaFleur and Lydia McBride Boudreaux.

(Lessor, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

Galen J. LaBauve

SWORN TO AND SUBSCRIBED before me February 15, 1984

Diane Cella Jamison
Notary Public in and for Lafayette Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

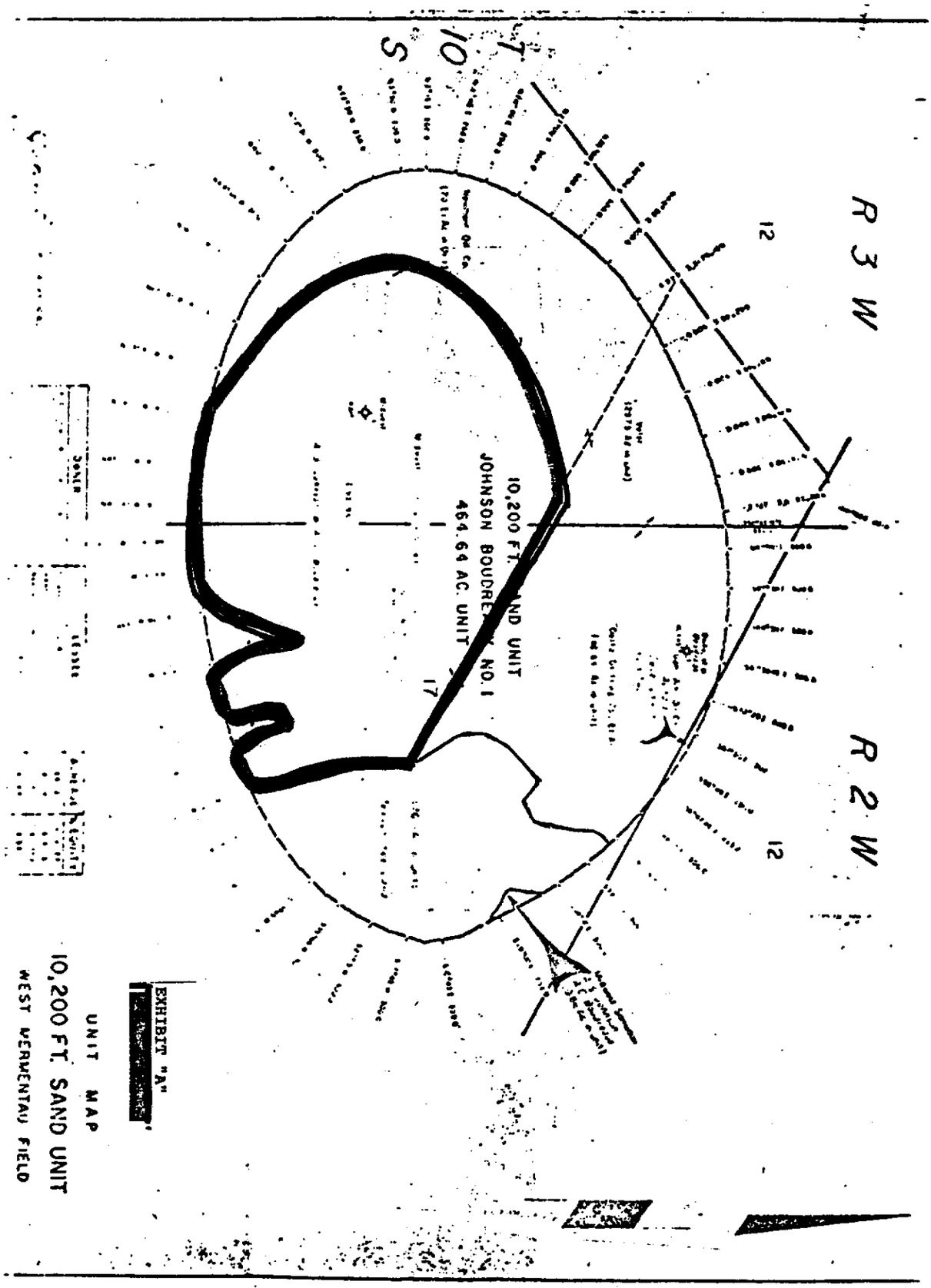
_____
Notary Public.

No. _____ **Oil, Gas and Mineral Lease** (LOUISIANA)

_____ to _____

Dated _____, 19____
No. of Acres _____
Parish, Louisiana
Term _____
This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____ of the records of this office.
By _____, Deputy

THE H. L. BATH COMPANIES
NEW ORLEANS
BATH-O-GRAM
FORM 45 CPM—NEW SOUTH
LOUISIANA REVISED FORM 45—POOLING
REVISED 7-A



GAY B. HUFF, CLERK OF COURT

ALBERT SIDNEY JOHNSON III 456386 TO MARANATHA MINERAL CORP OGML

46/6 578

BATH-O-GRAM

FORM 42 CPM—NEW SOUTH LOUISIANA REVISED FOUR (4)—POOLING REVISED "A"

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of January 23, 1984

by and between ALBERT SIDNEY JOHNSON III, married to and living with Agnes S. Johnson, nee Saulnier, whose address is 7805 East Windfont, Parker, Colorado 80134.

herein called "Lessor" (whether one or more) and MARANATHA MINERAL CORPORATION, whose address is P.O. Box 53091, Lafayette, Louisiana 70505 hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of ONE HUNDRED DOLLARS & OTHER VALUABLE CONSIDERATIONS ($100.00&OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in JEFFERSON DAVIS Parish, Louisiana, and described as follows, to-wit:

That certain tract of land containing 193.86 acres, more or less, situated in the Northern portion of Section 39, T10S-R3W and Section 17, T10S-R2W , and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit "A" attached hereto.

The royalties to be paid by Lessee are: 1/4 from the surface down to 12,000' and 1/5 below 12,000'.

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consumation of such contract; provided, however, should Lessee by virtue of any order by any regularoty body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

456386

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably as possible and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of the Lessors.

Prior to the commencement of any operations on the leased premises, Lessee shall cause a survey to be made which shall show the exterior lines of the surface to be utilized in such proposed operations and the acreage content thereof, which surface area shall include, by way of illustration, all areas used for boardruns, well locations, roadways, or any other areas actually used in Lessee's operations. Lessors shall be furnished with a copy of such plat of survey prior to the commencement of operations. Within 60 days following the date on which wells have been completed as a producer or abandoned as a dry hole, Lessee shall pay to Lessors a cash sum equal to $600.00 per acre for the number of acres of the leased premises so utilized by Lessee in such operations as shown on said plat. Such payment shall be deemed to be a surface rental for such area utilized by Lessee's operations for a period of one (1) year from the date of Lessee's actual entry upon the leased premises in connection with such operations. Thereafter, and in like manner, Lessee agrees to pay a surface rental for the area which Lessee continues to utilize for its operations, on an annual basis, at the rate of $660.00, which rental shall be further increased by 10% annually, commencing from one year of the date of completion of any producing wells on Lessors' property.

RECEIVED AND FILED
1985 JAN 10 AM 10 39
Gay B. Hoyt
CLERK OF COURT
JEFFERSON DAVIS PARISH

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 193.86 acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on January 23, 19 85, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of Two Hundred Eighty Five& No/100 Dollars ($ 285.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods Two Hundred Eighty-Five & No/100--Dollars ($ 285.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE RENTAL DIVISION ORDER Bank of UNDER PARAGRAPH NO. 16 which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption, or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 8 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received for it, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit containing a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

Exhibit D
Castex Development - Title and Lease History - 001274

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than one (1) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

16. Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to-wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
ALBERT SIDNEY JOHNSON III	$1,368.00	BANK OF THE WEST 6363 EAST PARKER ROAD PARKER, COLORADO 80134

Lessors agree that the above division is solely for the purpose of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

X Linda R Skaalen

X Cheryl A. Keeney

X Albert Sidney Johnson III

ALBERT SIDNEY JOHNSON III

SS# [redacted]

582

STATE OF Colorado }
PARISH (OR COUNTY) OF Douglas }

On this 23rd day of Nov., 1994, before me personally appeared Albert Sidney Johnson III

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as a free act and deed.

MY COMMISSION EXPIRES 12-8-96
BANK OF THE WEST,
PARKER, COLO. 80134
PARKER RD. & MAIN

Betty L. Davenport
Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, 19____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, 19____, before me appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____

of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

Man _____

To _____

Dated _____ 19____

No. of Acres _____

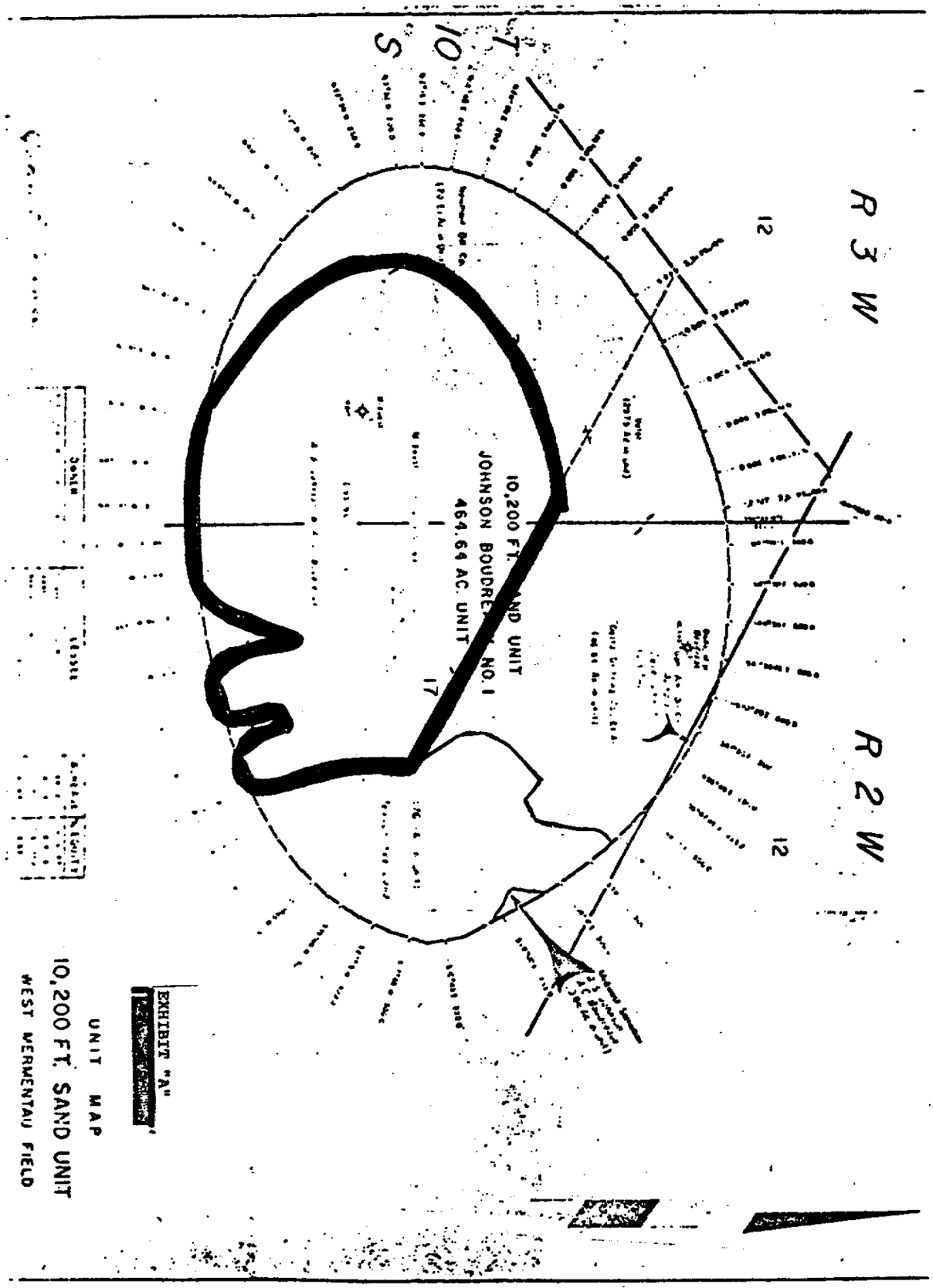
Term _____

This instrument was filed for record on the _____ day of _____ 19____ at _____ o'clock _____ M., and duly recorded in Book _____ Page _____ of the records of this office.

Parish, Louisiana

By _____ Deputy

THE H. L. BATH COMPANY
BATH-O-GRAM
FORM 45 CPM—NEW SOUTH
LOUISIANA REVISED FORM 141—POOLING
REVISED '54



GAY B. HUFF, CLERK OF COURT

BERNICE FOREMAN BOUDREAUX TO MARANATHA MINERAL CORP OGML

4616

BATH-GRAN

FORM 42 CPM—NEW SOUTH LOUISIANA REVISED FOUR (4)—POOLING REVISED "A"

584

456387

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of January 23, 19 84

by and between BERNICE FOREMAN BOUDREAUX, widow of Mark A. Boudreaux, whose address is 3801 East Galbraith, Apt. 105, Cincinnati, Ohio 45236.

herein called "Lessor" (whether one or more) and MARANATHA MINERAL CORPORATION, whose address is P. O. Box 53091, Lafayette, Louisiana 70505.

hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of ONE HUNDRED DOLLARS & OTHER VALUABLE CONSIDERATIONS ($100.00&OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon; and to draw and remove casing from wells drilled by Lessee on said lands, the land to which this lease applies and which is affected hereby being situated in JEFFERSON DAVIS Parish, Louisiana, and described as follows, to-wit:

That certain tract of land containing 193.86 acres, more or less, situated in the Northern portion of Section 39, T10S-R3W and Section 17, T10S-R2W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit "A" attached hereto.

The royalties to be paid by Lessee are: 1/4 from the surface down to 12,000' and 1/5 below 12,000'.

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consumation of such contract; provided, however, should Lessee by virtue of any order by any regularoty body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably as possible and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be back-filled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

456387

The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of the Lessors.

Prior to the commencement of any operations on the leased premises, Lessee shall cause a survey to be made which shall show the exterior lines of the surface to be utilized in such proposed operations and the acreage content thereof, which surface area shall include, by way of illustration, all areas used for boardruns, well locations, roadways, or any other areas actually used in Lessee's operations. Lessors shall be furnished with a copy of such plat of survey prior to the commencement of operations. Within 60 days following the date on which wells have been completed as a producer or abandoned as a dry hole, Lessee shall pay to Lessors a cash sum equal to $600.00 per acre for the number of acres of the leased premises so utilized by Lessee in such operations as shown on said plat. Such payment shall be deemed to be a surface rental for such area utilized by Lessee's operations for a period of one (1) year from the date of Lessee's actual entry upon the leased premises in connection with such operations. Thereafter, and in like manner, Lessee agrees to pay a surface rental for the area which Lessee continues to utilize for its operations, on an annual basis, at the rate of $600.00, which rental shall be further increased by 10% annually, commencing from one year of the date of completion of any producing wells on Lessors' property.

RECEIVED AND FILED
1985 JAN 10 AM 10 39
Gay B. Hughes
CLERK OF COURT
JEFFERSON DAVIS PARISH

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 193.86 acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on January 23, 1985, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of Two Hundred Eighty-Five No/100 Dollars ($285.00) per year for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of each respective period, Two Hundred Eighty-Five & No/100 Dollars ($ 285.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE RENTAL DEFERRED ORDER Bank of UNDER PARAGRAPH NO. 16, which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

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assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

~~Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.~~

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than one (1) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

16. Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to-wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
BERNICE FOREMAN BOUDREAUX	$6,897.00	FIFTH THIRD BANK - KENWOOD BRANCH Cincinnati, Ohio

Lessors agree that the above division is solely for the purpose of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

Juanita DeVaughn

x Bernice Foreman Boudreaux
BERNICE FOREMAN BOUDREAUX
SS# [redacted]

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STATE OF Ohio
PARISH (OR COUNTY) OF Hamilton

On this 22nd day of January, 19 84, before me personally appeared
BERNICE RUPERT HOUDRENUK

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that SHE executed the same as HER free act and deed.

JUANITA DeVAUGHN
Notary Public, State of
My Commission Expires May

Juanita DeVaughn
Notary Public.

STATE OF
PARISH (OR COUNTY) OF

On this day of, 19, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed.

Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF

BEFORE ME, the undersigned Notary Public, on this day personally appeared
who, being by me duly sworn, stated under oath that was one of the subscribing witnesses to the foregoing instrument and that the same was signed by

(Lessor, as above mentioned) in presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me, 19.

Notary Public in and for Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF

BEFORE ME, the undersigned Notary Public, on this day personally appeared
who, being by me duly sworn, stated under oath that was one of the subscribing witnesses to the foregoing instrument and that the same was signed by

(Lessor, as above mentioned) in presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me, 19.

Notary Public in and for Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF
PARISH (OR COUNTY) OF

ON THIS day of, 19, before me appeared

to me personally known, who, being by me duly sworn, did say that he is the

of the and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said acknowledged said instruments to be the free act and deed of said corporation.

Notary Public.

No.

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM

TO

Dated, 19

No. of Acres

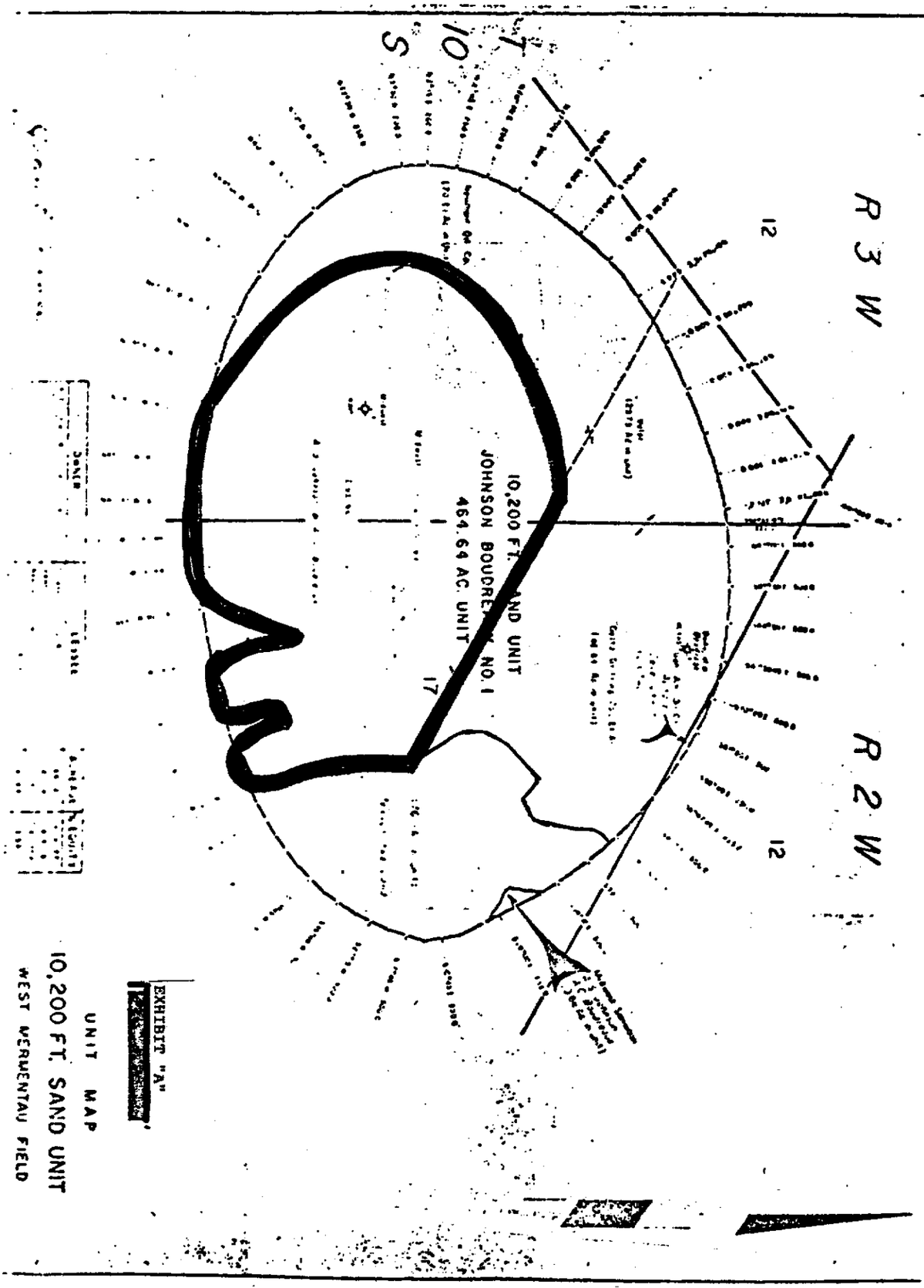
Parish, Louisiana

Term

This instrument was filed for record on the day of, 19, at o'clock M., and duly recorded in Book, Page, of the records of this office.

By, Deputy

THE H. L. BATH COMPANIES
INCORPORATED
BATH-O-GRAM
FORM 48 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"



GAY B. HUFF, CLERK OF COURT

WAYNE BOUDREAUX TO MARANATHA MINERAL CORP OGML

THE H. L. BATH COMPANIES
BATH-O-GRAM
FORM 42 CPM—NEW SOUTH LOUISIANA REVISED FOUR (4)—POOLING REVISED "A"

456388

46/16 590 **OIL, GAS AND MINERAL LEASE**

THIS AGREEMENT, entered into effective as of January 23, 19 84

by and between WAYNE BOUDREAUX, married to and living with Vera B. Boudreaux, nee Breaux, whose address is 1165 Ivanhoe Drive, North Muskegan, Michigan 49445.

herein called "Lessor" (whether one or more) and Maranatha Mineral Corporation, whose address is P.O. Box 53091, Lafayette, Louisiana 70505
hereinafter called "Lessee", witnesseth, that:

TIONS

Lessor, in consideration of the sum of ONE HUNDRED DOLLARS & OTHER VALUABLE CONSIDERA/($100.00&OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in JEFFERSON DAVIS Parish, Louisiana, and described as follows, to-wit:

That certain tract of land containing 193.86 acres, more or less, situated in the Northern portion of Section 39, T10S-R3W and Section 17, T10S-R2W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit "A" Attached hereto.

The royalties to be paid by Lessee are: 1/4 from the surface down to 12,000' and 1/5 below 12,000'.

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consumation of such contract; provided, however, should Lessee by virtue of any order by any regularoty body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably as possible and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

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The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of the Lessors.

Prior to the commencement of any operations on the leased premises, Lessee shall cause a survey to be made which shall show the exterior lines of the surface to be utilized in such proposed operations and the acreage content thereof, which surface area shall include, by way of illustration, all areas used for boardruns, well locations, roadways, or any other areas actually used in Lessee's operations. Lessors shall be furnished with a copy of such plat of survey prior to the commencement of operations. Within 60 days following the date on which wells have been completed as a producer or abandoned as a dry hole, Lessee shall pay to Lessors a cash sum equal to $600.00 per acre for the number of acres of the leased premises so utilized by Lessee in such operations as shown on said plat. Such payment shall be deemed to be a surface rental for such area utilized by Lessee's operations for a period of one (1) year from the date of Lessee's actual entry upon the leased premises in connection with such operations. Thereafter, and in like manner, Lessee agrees to pay a surface rental for the area which Lessee continues to utilize for its operations, on an annual basis, at the rate of $660.00, which rental shall be further increased by 10% annually, commencing from one year of the date of completion of any producing wells on Lessors' property.

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RECEIVED AND FILED
1985 JAN 10 AM 10 39
Gay B. Hyde
CLERK OF COURT
TERREBONNE PARISH

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 193.86 acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on January 23, 19 85, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of Two Hundred Eighty Five& NO/100 Dollars ($ 285.00---) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods Two Hundred Eighty-Five& no/100---Dollars ($285.00---) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE RENTAL DIVISION ORDER Bank of UNDER PARAGRAPH NO. 16 which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption, or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

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Casey Development, Title and Lease Image 00128

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than one (1) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

16. Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to-wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
WAYNE BOUDREAUX	0	

Lessors agree that the above division is solely for the purpose of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

X Joyce Dykeman

X Barbara J. Reed

X Wayne Boudreaux
WAYNE BOUDREAUX

594

STATE OF Louisiana }
PARISH (OR COUNTY) OF Lafayette }

On this 1st day of March, 1984, before me personally appeared Wayne Boudreaux, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that He executed the same as His free act and deed.

Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

Notary Public.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____.

Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____.

Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, 19____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

Dated _____, 19____

No. of Acres _____

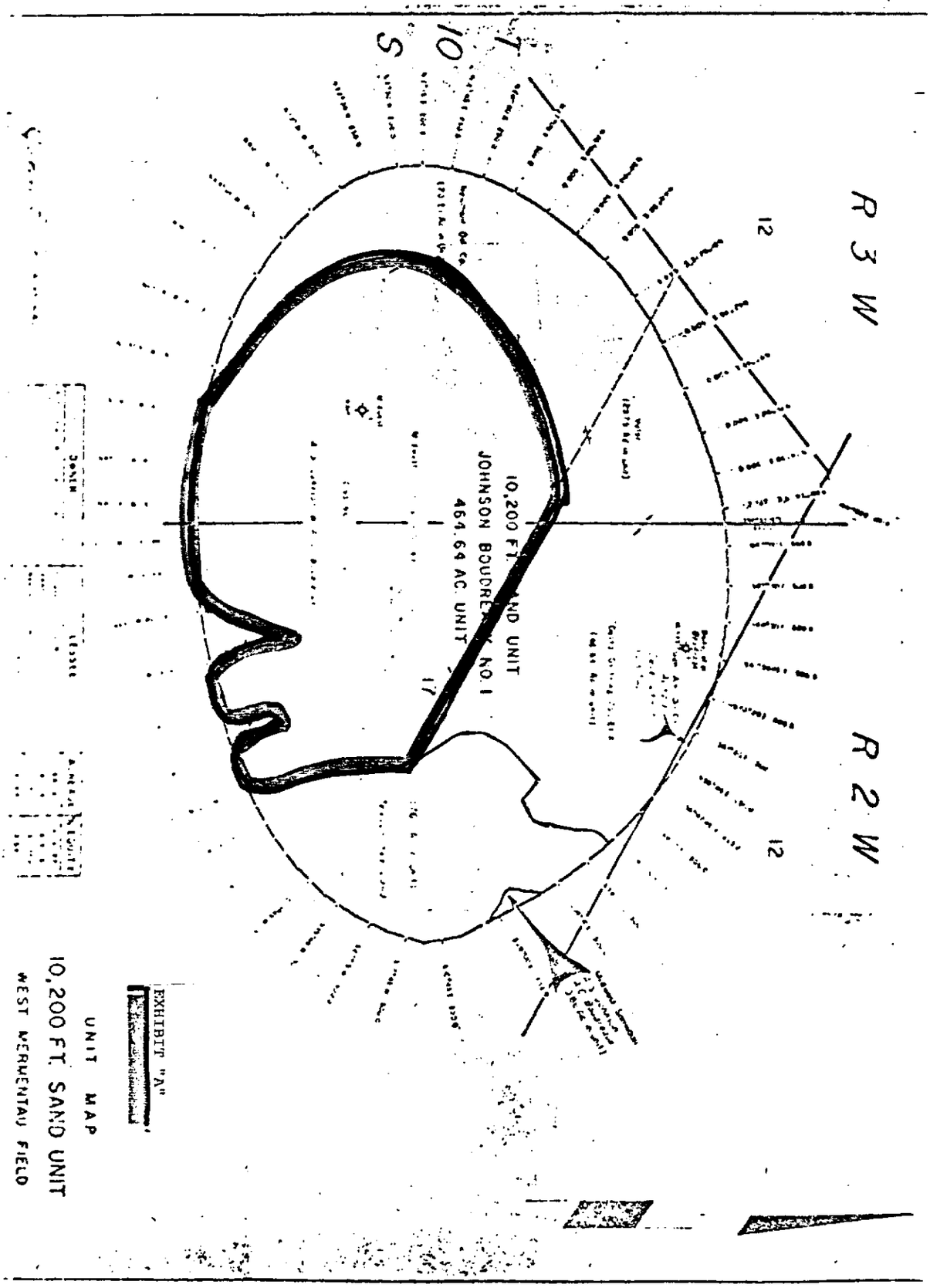
_____ Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____, of the records of this office.

By _____, Deputy

THE M. L. BATH COMPANIES
BATH-O-GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"



GAY B. HUFF, CLERK OF COURT

MARK W. BOUDREAUX - TO MARANATHA MINERAL CORP OGML

THE H. L. BATH COMPANIES
BATH-O-GRAM 596
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

456389

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of January 23, 19 84,

by and between MARK W. BOUDREAUX, married to and living with Genevieve G. Boudreaux, nee Guidry, whose address is 2601 Petworth Court, Cincinnati, Ohio 45236.

herein called "Lessor" (whether one or more) and MARANATHA MINERAL CORPORATION, whose address is P.O. Box 53091, Lafayette, Louisiana 70505
hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of ONE HUNDRED DOLLARS & OTHER VALUABLE CONSIDER/TIONS ($100.00&OVC), **hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in** JEFFERSON DAVIS **Parish, Louisiana, and described as follows, to-wit:**

That certain tract of land containing 193.86 acres, more or less, situated in the Northern portion of Section 39, T10S-R3W and Section 17, T10S-R2W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit "A" attached hereto.

The royalties to be paid by Lessee are: 1/4 from the surface down to 12,000' and 1/5 below 12,000'.

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consumation of such contract; provided, however, should Lessee by virtue of any order by any regularoty body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably as possible and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be back-filled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

456389

The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of the Lessors.

Prior to the commencement of any operations on the leased premises, Lessee shall cause a survey to be made which shall show the exterior lines of the surface to be utilized in such proposed operations and the acreage content thereof, which surface area shall include, by way of illustration, all areas used for boardruns, well locations, roadways, or any other areas actually used in Lessee's operations. Lessors shall be furnished with a copy of such plat of survey prior to the commencement of operations. Within 60 days following the date on which wells have been completed as a producer or abandoned as a dry hole, Lessee shall pay to Lessors a cash sum equal to $600.00 per acre for the number of acres of the leased premises so utilized by Lessee in such operations as shown on said plat. Such payment shall be deemed to be a surface rental for such area utilized by Lessee's operations for a period of one (1) year from the date of Lessee's actual entry upon the leased premises in connection with such operations. Thereafter, and in like manner, Lessee agrees to pay a surface rental for the area which Lessee continues to utilize for its operations, on an annual basis, at the rate of $660.00, which rental shall be further increased by 10% annually, commencing from one year of the date of completion of any producing wells on Lessors' property.

[redacted] down to 12,000' and 1/3 below 12,000'.

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All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 193.86 acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on January 23, 19 85, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of Two Hundered Eighty Five & No/100 Dollars ($ 285.00--) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods, Two Hundred Eighty-Five & No/100-Dollars ($ 285.00--) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE RENTAL DIVISION ORDER Bank of UNDER PARAGRAPH NO. 16 which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

~~Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the lands.~~

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than one (1) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

16. Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to-wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
MARK W. BOUDREAUX	0	

Lessors agree that the above division is solely for the purpose of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

Mark W B—

MARK W. BOUDREAUX

600

STATE OF Ohio }
PARISH (OR COUNTY) OF Hamilton }

On this 22nd day of February, 1983, before me personally appeared

CLARK W. BOURKE

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that He executed the same as His free act and deed.

JUANITA DeVAUGHN
Notary Public, State of Ohio
My Commission Expires May 17, 1986

Juanita DeVaughn
Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, 19____, before me personally appeared

_____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

_____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

_____

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

_____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

_____

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, 19____, before me appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____

of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM

TO

Dated _____, 19____

No. of Acres _____

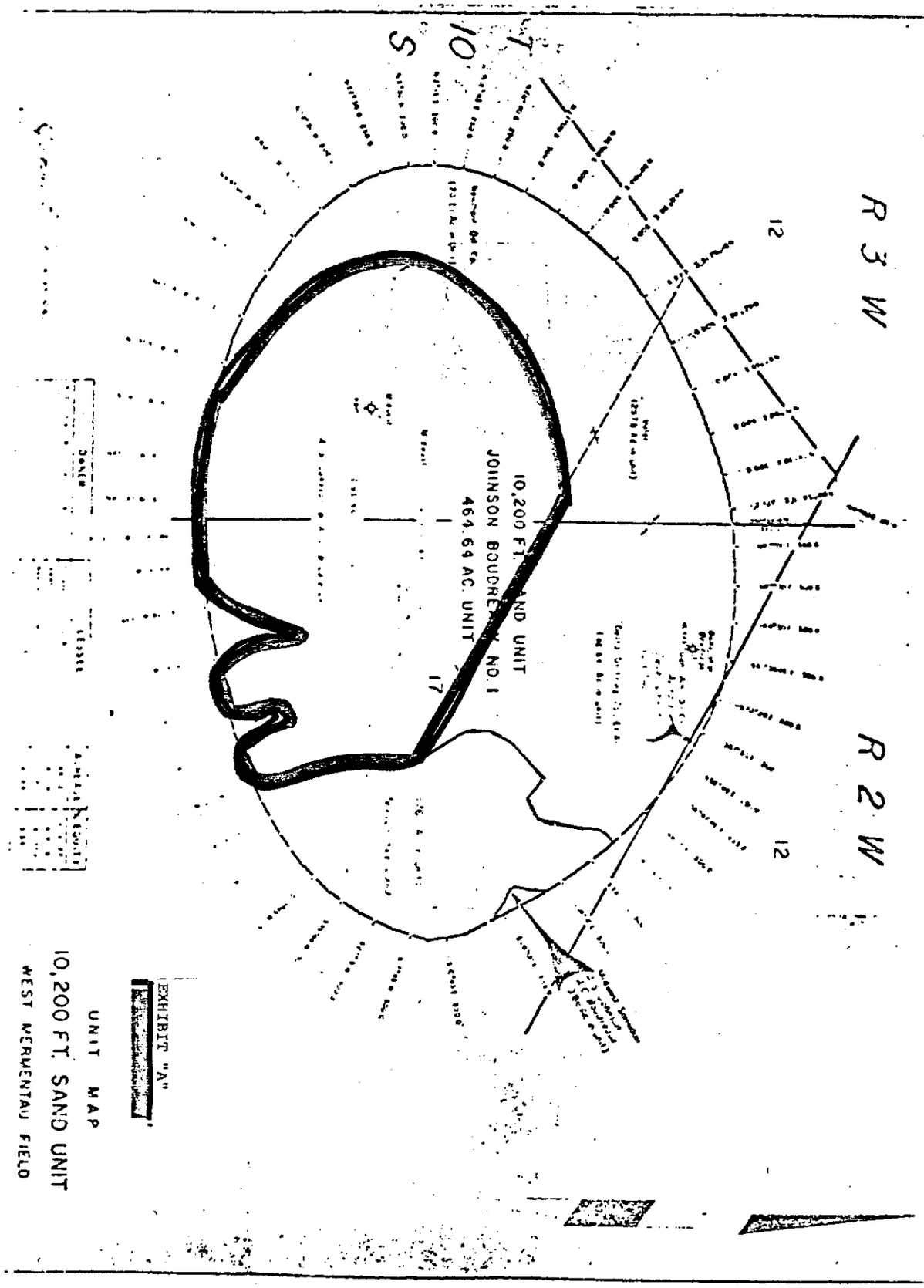
_____ Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____ of the records of this office.

By _____ Deputy

THE H. L. BATH COMPANIES
BATH-GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"



GAY B. HUFF, CLERK OF COURT

REUBEN RAYMOND BRUCE - TO MARANATHA MINERAL CORP OGML

692

456390

DAIN-GRAM

FORM 42 CPM—NEW SOUTH LOUISIANA REVISED FOUR (4)—POOLING REVISED "A"

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of January 23 1984

by and between

REUBEN RAYMOND BRUCE, married to and living with Marie Onelia S. Bruce, nee Simoneaux, whose address is 439 East Academy Avenue, Jennings, Louisiana 70546;

WORREL B. JOHNSON, married to and living with Dora Cary Johnson, nee Cary, whose address is P.O. Box 388 Welsh, Louisiana 70591;

ORA JOHNSON MIGUEZ, married to and living with Adam Miguez, whose address is 114 Davies Avenue Jennings, Louisiana 70546;

RICHARD W. JOHNSON, married to and living with Nancy W. Johnson, nee Watkins, whose address is P.O. Box 190 Welsh, Louisiana 70591;

SANDRA LYNN TRAHAN, nee Johnson, divorced from Markham Trahan, whose address is 230 Village Lane Lafayette, Louisiana 70506;

MILTON F. BOURDIER, divorced from Margaret Badgley, whose address is 13270 Web Lane Sugarland, Texas 77478;

ALFRED C. BOURDIER, married to and living with Gayle H. Bourdier, nee Hoffpauir, whose address is Route 11, Box 932 Lake Charles, Louisiana 70611;

LYNN H. BOURDIER, married to and living with Eva Cutright Bourdier, whose address is 416 Julius Street Lake Charles, Louisiana 70605;

BERNADINE BOURDIER ZIBILICH, widow of William Zibilich, whose address is 125 Valentine Drive Avondale, Louisiana 70058;

ROSE MARIE BOURDIER PETITJEAN, married to and living with Lee J. Petitjean, whose address is 1451 Chateau Circle North, Lake Charles, Louisiana 70605;

DAVID L BOURDIER, married to and living with Janet R. Bourdier, nee Robichaux, whose address is P.O. Box 762 Patterson, Louisiana 70392;

YVETTE MARIE BOUDREAUX LAFLEUR, divorced from Elmer L. LaFleur, whose address is 2305 Palato Drive Marshall, Texas 75670;

LYDIA MCBRIDE BOUDREAUX, widow of Castex M. Boudreaux, whose address is 1313 Tenth Street Lake Charles, Lousiana 70601.

456390

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herein called "Lessor" (whether one or more) and MARANATHA MINERAL CORPORATION, whose address is P. O. Box 53091, Lafayette, Louisiana 70505 hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of ONE HUNDRED DOLLARS & OTHER VALUABLE CONSIDERATIONS ($100.00&OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in JEFFERSON DAVIS Parish, Louisiana, and described as follows, to-wit:

That certain tract of land containing 122.63 acres, more or less, situated in the Northern portion of Section 17, T10S-R2W and Section 39, T10S-R3W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit "A" attached hereto.

The royalties to be paid by Lessee are: 1/4 from the surface down to 12,000' and 1/5 below 12,000'

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Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably possible; and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of the Lessors.

Prior to the commencement of any operations on the leased premises, Lessee shall cause a survey to be made which shall show the exterior lines of the surface to be utilized in such proposed operations and the acreage content thereof, which surface area shall include, by way of illustration, all areas used for boardruns, well locations, roadways, or any other areas actually used in Lessee's operations. Lessors shall be furnished with a copy of such plat of survey prior to the commencement of operations. Within 60 days following the date on which wells have been completed as a producer or abandoned as a dry hole, Lessee shall pay to Lessors a cash sum equal to $600.00 per acre for the number of acres of the leased premises so utilized by Lessee in such operations as shown on said plat. Such payment shall be deemed to be a surface rental for such area utilized by Lessee's operations for a period of one (1) year from the date of Lessee's actual entry upon the leased premises in connection with such operations. Thereafter, and in like manner, Lessee agrees to pay a surface rental for the area which Lessee continues to utilize for its operations, on an annual basis, at the rate of $660.00, which rental shall be further increased by 10% annually, commencing from one year of the date of completion of any producing wells on Lessors' property.

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All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 122.63 acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on January 23, 19 85, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of Two Hundred Eighty Five & No/100 Dollars ($ 285.00--) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods Two Hundred Eighty Five & No/100-- Dollars ($ 285.00--) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE RENTAL DIVISION ORDER Bank of UNDER PARAGRAPH NO. 16 which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

~~Lessee shall have the right to inject gas, water, brine or other fluids into subsurface strata and no royalty shall be due on any such fluid by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.~~

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than one (1) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

16. Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to-wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
REUBEN RAYMOND BRUCE	$8,749.50	The Calcasieu Marine National Bank of Lake Charles - Jennings Mid-City Branch Box 940 Jennings, Louisiana 70546.
WORREL B. JOHNSON	$2,622.00	The Calcasieu Marine National Bank of Lake Charles - Welsh Branch Box 548, Welsh, Louisiana 70591.
BERNICE FOREMAN BOUDREAUX	$4,360.50	
MARK BOUDREAUX	None	
WAYNE BOUDREAUX	None	
ORA JOHNSON MIGUEZ	$3,505.50	The Calcasieu Marine National Bank of Lake Charles - Jennings Mid-city Br. Box 940, Jennings, Louisiana 70546.
RICHARD W. JOHNSON	$883.50	The Calcasieu Marine National Bank of Lake Charles - Welsh Branch Box 548, Welsh, Louisiana 70591.
ALBERT SIDNEY JOHNSON III	$883.50	
SANDRA LYNN TRAHAN	$883.50	The First National Bank of Lafayette P.O. Drawer 2109 Lafayette, Louisiana 70504
MILTON F. BOURDIER	$741.00	Spring Branch Educators Credit Union P.O. Box 55265 - Houston, Texas 77255-5265.
ALFRED C. BOURDIER	$741.00	The Calcasieu Marine National Bank of Lake Charles, P.O. Box 2891 Lake Charles, Louisiana 70604.
LYNN H. BOURDIER	$741.00	Louisiana Savings Association South Lake Charles Branch P.O. Box 5997, Lake Charles, La. 70606.
BERNADINE BOURDIER ZIBILICH	$741.00	First Financial Bank - 1536 Lapalco Blvd. Harvey, Louisiana 70058.
ROSE MARIE BOURDIER PETITJEAN	$741.00	The Calcasieu Marine National Bank of Lake Charles, P.O. Box2891 Lake Charles, Louisiana 70604.
DAVID L. BOURDIER	$741.00	Patterson State Bank - Box 427 Patterson , Louisiana 70392
YVETTE MARIE BOUDREAUX LAFLEUR	$4,360.50	Allied-Marshall Bank P.O. Box 1369 - Marshall, Texas 75670
LYDIA MCBRIDE BOUDREAUX	$4,360.50	The Calcasieu Marine National Bank of Lake Charles, P.O. Box 2891 Lake Charles, Louisiana 70604.

Lessors agree that the above division is solely for the purpose of payment of rentals and does not purport to affect ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

Reuben Raymond Bruce
REUBEN RAYMOND BRUCE
SS# [redacted]

Worrel B. Johnson
WORREL B. JOHNSON
SS# [redacted]

BERNICE FOREMAN BOUDREAUX

MARK BOUDREAUX

WAYNE BOUDREAUX

Ora Johnson Miguez
ORA JOHNSON MIGUEZ
SS# [redacted]

Richard W. Johnson
RICHARD W. JOHNSON
SS# [redacted]

ALBERT SIDNEY JOHNSON III

Sandra Lynn Trahan
SANDRA LYNN TRAHAN
SS# [redacted]

Milton F. Bourdier
MILTON F. BOURDIER
SS# [redacted]

Alfred C. Bourdier
ALFRED C. BOURDIER
SS# [redacted]

Lynn H. Bourdier
LYNN H. BOURDIER
SS# [redacted]

Bernadine Bourdier Zibilich
BERNADINE BOURDIER ZIBILICH
SS# [redacted]

Rose Marie Bourdier Petitjean
ROSE MARIE BOURDIER PETITJEAN
SS# [redacted]

David L. Bourdier
DAVID L. BOURDIER
SS# [redacted]

Yvette Marie Boudreaux Lafleur
YVETTE MARIE BOUDREAUX LAFLEUR
SS# [redacted]

Lydia McBride Boudreaux
LYDIA MCBRIDE BOUDREAUX
SS# [redacted]

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____,

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____,

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF Lafayette

BEFORE ME, the undersigned Notary Public, on this day personally appeared Galen J. LaBauve, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Reuben Raymond Bruce, Worrel B. Johnson, Ora Johnson Miguez, Richard W. Johnson, Sandra Lynn Trahan, Milton F. Bourdier, Alfred C. Bourdier, Lynn H. Bourdier, Bernadine Bourdier Zibilich, Rose Marie Bourdier Petitjean, (Lessor, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

Galen J. LaBauve

SWORN TO AND SUBSCRIBED before me February 15, 19 84

Diane Cella Jamison

Notary Public in and for Lafayette Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF Lafayette

BEFORE ME, the undersigned Notary Public, on this day personally appeared Galen J. LaBauve, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by David L. Bourdier, Yvette Marie Boudreaux LaFleur, and Lydia McBride Boudreaux.

(Lessor, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

Galen J. LaBauve

SWORN TO AND SUBSCRIBED before me February 15, 19 84

Diane Cella Jamison

Notary Public in and for Lafayette Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, 19____, before me appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____

of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

Dated _____, 19____

No. of Acres _____

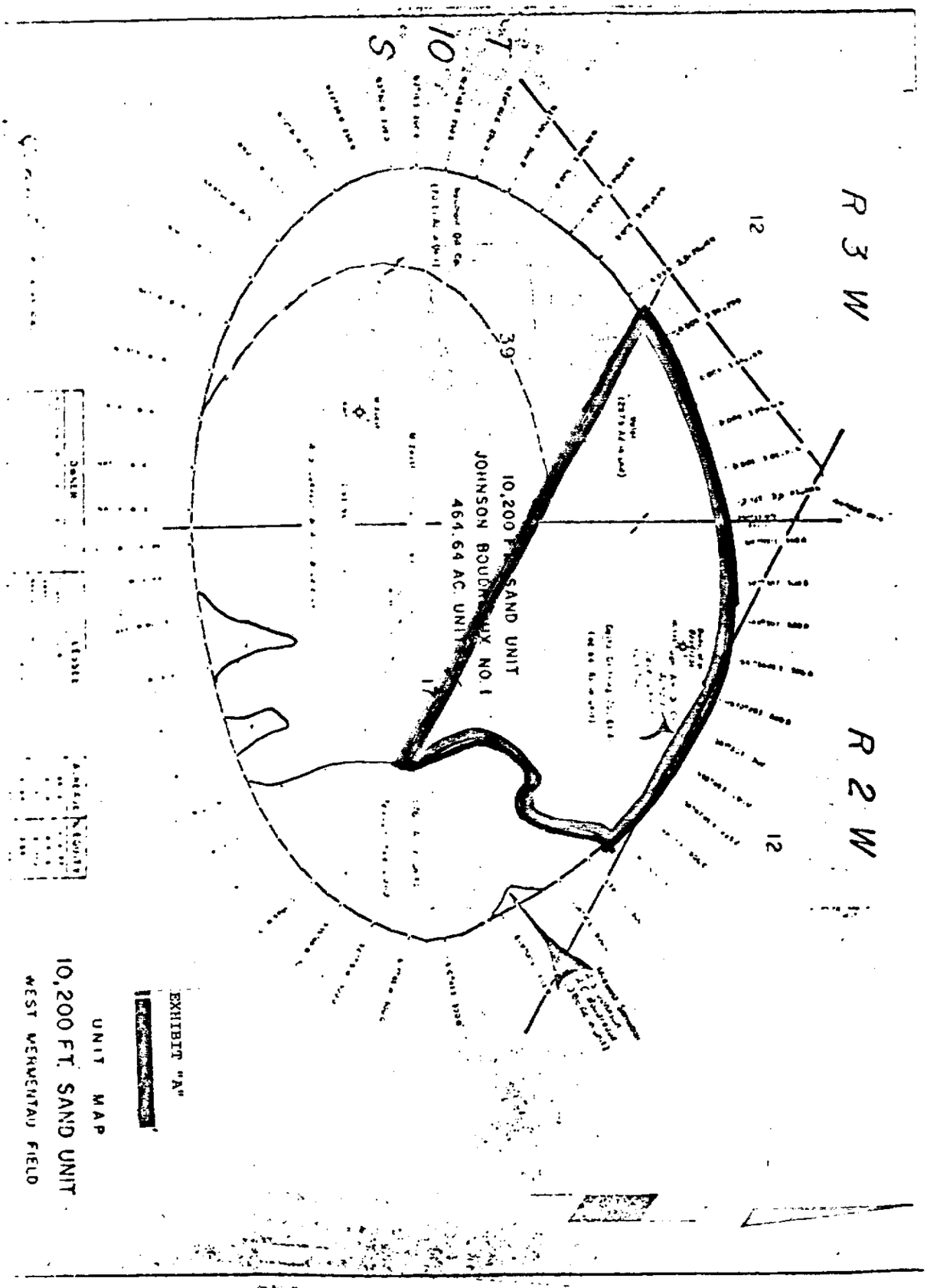
_____ Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____, of the records of this office.

By _____, Deputy

THE M. L. BATH COMPANIES
BATH & GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"



GAY B. HUFF, CLERK OF COURT

ALBERT SIDNEY JOHNSON III

TO MARANATHA MINERAL CORP OGML

456391

THE M. L. BATH COMPANIES
BATH-GRAN
FORM 42 CPM—NEW SOUTH LOUISIANA REVISED FOUR 147—POOLING REVISED "A"

OIL, GAS AND MINERAL LEASE

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THIS AGREEMENT, entered into effective as of January 23, 1984

by and between ALBERT SIDNEY JOHNSON III, married to and living with Agnes Saulnier, whose address is 7805 East Windfont, Parker, Colorado 80134.

herein called "Lessor" (whether one or more) and MARANATHA MINERAL CORPORATION, whose address P.O. Box 53091, Lafayette, Louisiana 70505 hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of ONE HUNDRED DOLLARD & OTHER VALUABLE CONSIDERATIONS ($100.00 OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in JEFFERSON DAVIS Parish, Louisiana, and described as follows, to-wit:

That certain tract of land containing 122.63 acres, more or less, situated in the Northern portion of Section 17, T10S-R2W and Section 39, T10S-R3W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit "A" attached hereto.

The royalties to be paid by Lessee are: 1/4 from the surface down to 12,000' and 1/5 below 12,000'.

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Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consumation of such contract; provided, however, should Lessee by virtue of any order by any regularoty body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably as possible and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

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The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of the Lessors.

Prior to the commencement of any operations on the leased premises, Lessee shall cause a survey to be made which shall show the exterior lines of the surface to be utilized in such proposed operations and the acreage content thereof, which surface area shall include, by way of illustration, all areas used for boardruns, well locations, roadways, or any other areas actually used in Lessee's operations. Lessors shall be furnished with a copy of such plat of survey prior to the commencement of operations. Within 60 days following the date on which wells have been completed as a producer or abandoned as a dry hole, Lessee shall pay to Lessors a cash sum equal to $600.00 per acre for the number of acres of the leased premises so utilized by Lessee in such operations as shown on said plat. Such payment shall be deemed to be a surface rental for such area utilized by Lessee's operations for a period of one (1) year from the date of Lessee's actual entry upon the leased premises in connection with such operations. Thereafter, and in like manner, Lessee agrees to pay a surface rental for the area which Lessee continues to utilize for its operations, on an annual basis, at the rate of $660.00, which rental shall be further increased by 10% annually, commencing from one year of the date of completion of any producing wells on Lessors' property.

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All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 122.63 acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on January 23 19 85, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of ~~Five & No/100~~ Two Hundred Eighty-Dollars ($ 285.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods Two Hundred Eighty-Five & No/100 Dollars ($285.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE RENTAL DIVISION ORDER Bank of UNDER PARAGRAPH NO. 16 which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

~~Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.~~

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than one (1) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

16. Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to-wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
ALBERT SIDNEY JOHNSON III	$883.50	BANK OF THE WEST 6363 EAST PARKER ROAD PARKER, COLORADO 80134

Lessors agree that the above division is solely for the purpose of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

Linda R. Skaarup

Cheryl A. Bussey

Albert Sidney Johnson III

ALBERT SIDNEY JOHNSON III
SS# [redacted]

STATE OF Colorado }
PARISH (OR COUNTY) OF Douglas }

On this 2nd day of Nov, 19 82, before me personally appeared Bruce Lindsay Carlson III

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. MY COMMISSION EXPIRES 10-5-85

BANK OF THE WEST,
PARKER, COLO. 80134
PARKER RD. & MAIN

Betty L. Lowenstein
Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, 19____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

_____

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

_____

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, 19____, before me appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____

of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

Dated _____, 19____

No. of Acres _____

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____ of the records of this office.

By _____, Deputy

THE M. L. BATH COMPANIES
BATH-GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

GAY B. HUFF, CLERK OF COURT

BERNICE BOUDREAUX FOREMAN TO MARANATHA MINERAL CORP OGML

THE H. L. BATH COMPANIES
BATH GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

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OIL, GAS AND MINERAL LEASE

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THIS AGREEMENT, entered into effective as of January 23, 19 84

by and between BERNICE FOREMAN BOUDREAUX, widow of Mark A. Boudreaux, whose address is 3801 East Galbraith, Apt. 105, Cincinnati, Ohio 45236.

herein called "Lessor" (whether one or more) and MARANATHA MINERAL CORPORATION, whose address is P. O. Box 53091, Lafayette, Louisiana 70505
hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of ONE HUNDRED DOLLARS & OTHER VALUABLE CONSIDERATIONS ($100.00&OVC), **hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in** JEFFERSON DAVIS **Parish, Louisiana, and described as follows, to-wit:**

That certain tract of land containing 122.63 acres, more or less, situated in the Northern portion of Section 17, T10S-R2W and Section 39, T10S-R3W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit "A" attached hereto.

The royalties to be paid by Lessee are: 1/4 from the surface down to 12,000' and 1/5 below 12,000'

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consumation of such contract; provided, however, should Lessee by virtue of any order by any regularoty body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

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The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably as possible and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of the Lessors.

Prior to the commencement of any operations on the leased premises, Lessee shall cause a survey to be made which shall show the exterior lines of the surface to be utilized in such proposed operations and the acreage content thereof, which surface area shall include, by way of illustration, all areas used for boardruns, well locations, roadways, or any other areas actually used in Lessee's operations. Lessors shall be furnished with a copy of such plat of survey prior to the commencement of operations. Within 60 days following the date on which wells have been completed as a producer or abandoned as a dry hole, Lessee shall pay to Lessors a cash sum equal to $600.00 per acre for the number of acres of the leased premises so utilized by Lessee in such operations as shown on said plat. Such payment shall be deemed to be a surface rental for such area utilized by Lessee's operations for a period of one (1) year from the date of Lessee's actual entry upon the leased premises in connection with such operations. Thereafter, and in like manner, Lessee agrees to pay a surface rental for the area which Lessee continues to utilize for its operations, on an annual basis, at the rate of $660.00, which rental shall be further increased by 10% annually, commencing from one year of the date of completion of any producing wells on Lessors' property.

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All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 122.63 acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and No (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on January 23, 1985, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of Two Hundred Eighty-Five & No/100 Dollars ($285.00---) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods Two Hundred Eighty Five & No/100--Dollars ($ 285.00--) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE RENTAL DIVISION ORDER Bank of UNDER PARAGRAPH NO. 16 which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

~~Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.~~

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than one (1) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

16. Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to-wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
BERNICE FOREMAN BOUDREAUX	$4,360.50	FIFTH THIRD BANK-Kenwood Branch Cincinnati, Ohio

Lessors agree that the above division is solely for the purpose of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

Bernice Foreman Boudreaux

BERNICE FOREMAN BOUDREAUX

SS# [redacted]

producing wells on Lessors' property.

STATE OF Ohio
PARISH (OR COUNTY) OF Hamilton

On this 22 day of May, 19 24, before me personally appeared BERNICE FURGASON BUDREAU

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that SHE executed the same as HER free act and deed.

JUANITA DeVAUGHN
Notary Public, State of Ohio
My Commission Expires May 17, 1988

Juanita DeVaughn
Notary Public.

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, 19____, before me appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____

of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

Dated _____, 19____

No. of Acres _____ Parish, Louisiana

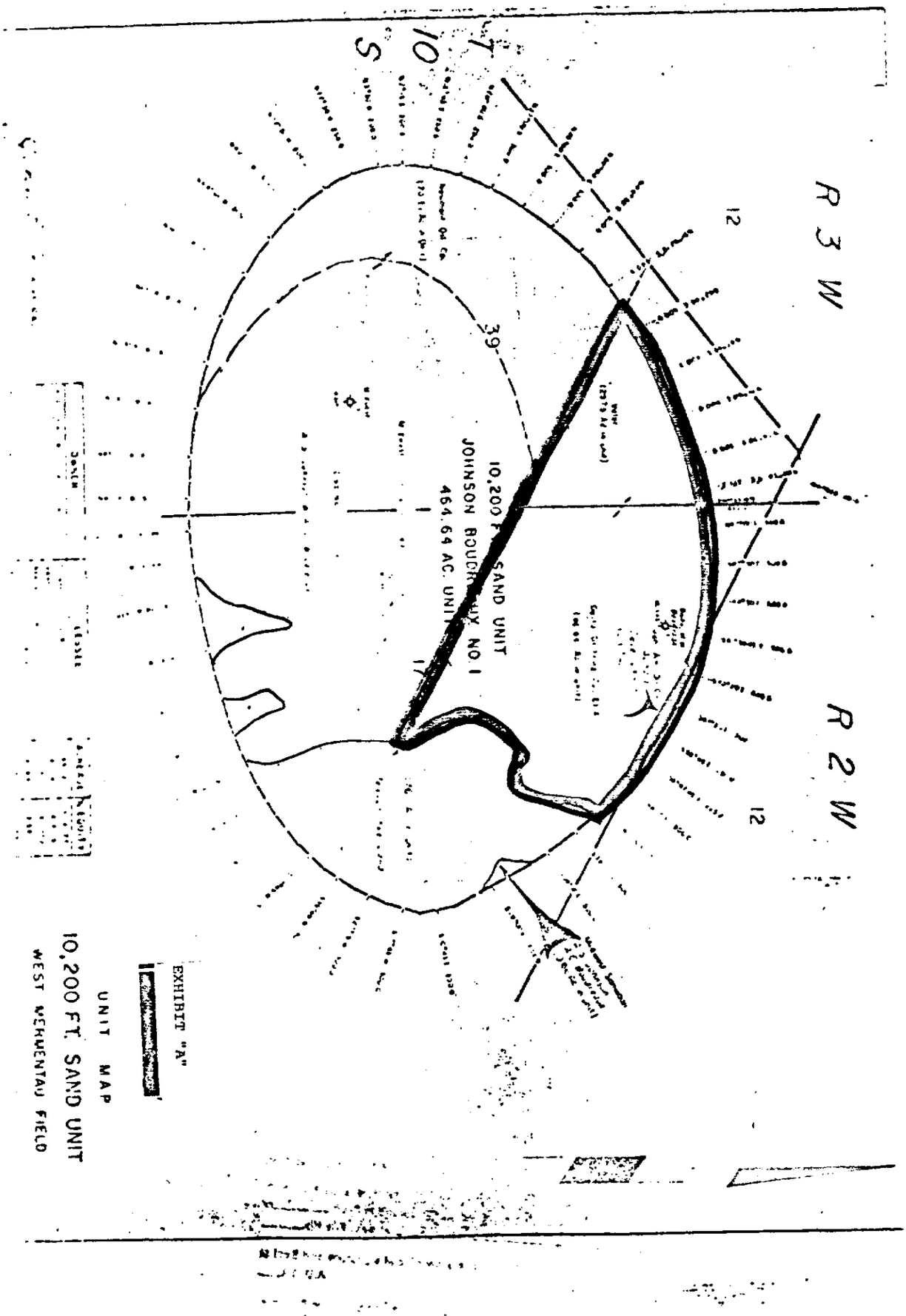
Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____, of the records of this office.

By _____, Deputy

THE H. L. BATH COMPANIES
BATH GRAM

FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"



GAY B. HUFF, CLERK OF COURT

WAYNE BOUDREAUX | TO MARANATHA MINERAL CORP OGML

THE H. L. BATH COMPANIES
BATH-O-GRAM
FORM 42 CPM—NEW SOUTH LOUISIANA REVISED FOUR (4)—POOLING REVISED "A"

456393

OIL, GAS AND MINERAL LEASE

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THIS AGREEMENT, entered into effective as of January 23, 1984

by and between WAYNE BOUDREAUX, married to and living with Vera B. Boudreaux, nee Breaux, whose address is 1165 Ivanhoe Drive, North Muskegan, Michigan 49445.

herein called "Lessor" (whether one or more) and MARANATHA MINERAL CORPORATION, whose address is P. O. Box 53091, Lafayette, Louisiana 70505

hereinafter called "Lessee", witnesseth, that: ONE HUNDRED DOLLARS & OTHER VALUABLE CONSIDERATIONS ($100.00 OVC),

Lessor, in consideration of the sum of hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in JEFFERSON DAVIS Parish, Louisiana, and described as follows, to-wit:

That certain tract of land containing 122.63 acres, more or less, situated in the Northern portion of Section 17, T10S-R2W and Section 39, T10S-R3W, and lying within the confines of the 10,200' Sand Unit as defined by Coservation Order No. 101-C, dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit "A" attached hereto.

The royalties to be paid by Lessee are: 1/4 from the surface down to 12,000' and 1/5 below 12,000'.

RECEIVED AND FILED
1984 JAN 10 AM 10 40

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consumation of such contract; provided, however, should Lessee by virtue of any order by any regularoty body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably as possible and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

456393

The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of the Lessors.

Prior to the commencement of any operations on the leased premises, Lessee shall cause a survey to be made which shall show the exterior lines of the surface to be utilized in such proposed operations and the acreage content thereof, which surface area shall include, by way of illustration, all areas used for boardruns, well locations, roadways, or any other areas actually used in Lessee's operations. Lessors shall be furnished with a copy of such plat of survey prior to the commencement of operations. Within 60 days following the date on which wells have been completed as a producer or abandoned as a dry hole, Lessee shall pay to Lessors a cash sum equal to $600.00 per acre for the number of acres of the leased premises so utilized by Lessee in such operations as shown on said plat. Such payment shall be deemed to be a surface rental for such area utilized by Lessee's operations for a period of one (1) year from the date of Lessee's actual entry upon the leased premises in connection with such operations. Thereafter, and in like manner, Lessee agrees to pay a surface rental for the area which Lessee continues to utilize for its operations, on an annual basis, at the rate of $660.00, which rental shall be further increased by 10% annually, commencing from one year of the date of completion of any producing wells on Lessors' property.

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All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 22.63 acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on January 23, 1985, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of Two Hundred Eighty-Five & No/100 Dollars ($285.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods, Two Hundred Eighty-Five & No/100 Dollars ($ 285.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE RENTAL DIVISION ORDER Bank of UNDER PARAGRAPH NO. 16 which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

~~Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.~~

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than one (1) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

16. Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to-wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
WAYNE BOUDREAUX	0	

Lessors agree that the above division is solely for the purpose of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

Joyce Dykema

Barbara J. Reed

Wayne Boudreaux

WAYNE BOUDREAUX

STATE OF Michigan }
PARISH (OR COUNTY) OF Muskegon }

On this 1st day of March, 19 84, before me personally appeared Mayer BOUDREAUX

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that He executed the same as His free act and deed. JUDITH L. MARSH Notary Public, Muskegon County, Michigan My Commission Expires December 15, 1985

Judith L. Marsh
Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, 19____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, 19____, before me appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____

of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

Dated _____, 19____

No. of Acres _____

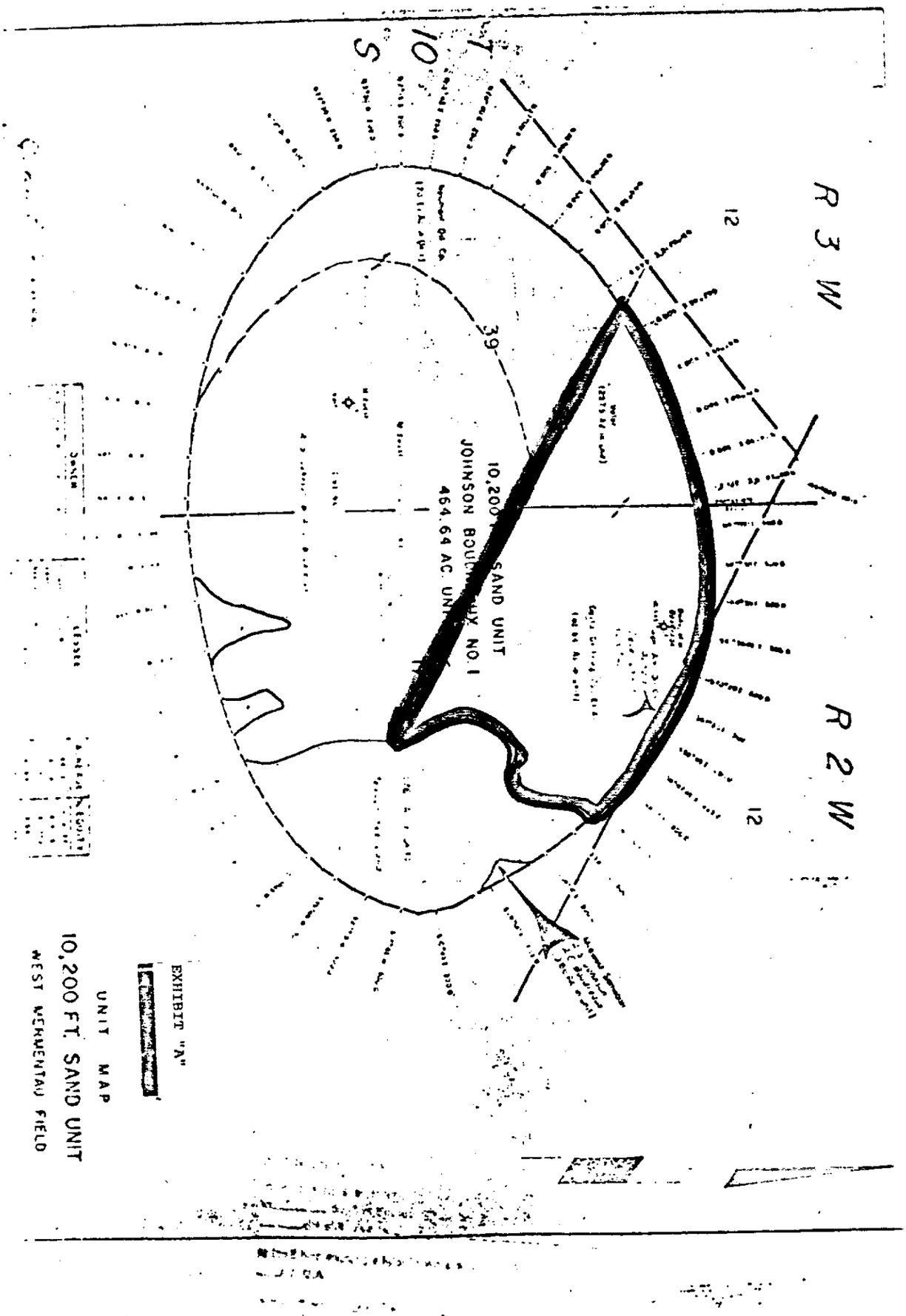
_____ Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____, of the records of this office.

By _____, Deputy

THE H. L. BATH COMPANIES
BATH-GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"



GAY B. HUFF, CLERK OF COURT

MARK W. BOUDREAUX TO MARANATHA MINERAL CORP OGML

THE H. L. BATH COMPANIES
BATH-GRAM
FORM 42 CPM—NEW SOUTH LOUISIANA REVISED FOUR (4)—POOLING REVISED "A"

456294

OIL, GAS AND MINERAL LEASE

629

THIS AGREEMENT, entered into effective as of January 23, **19** 84

by and between MARK W. BOUDREAUX, married to and living with Genevieve G. Boudreaux, nee Guidry, whose address is 2601 Petworth Court, Cincinnati, Ohio 45236,

herein called "Lessor" (whether one or more) and MARANATHA MINERAL CORPORATION, whose address is P. O. Box 53091, Lafayette, Louisiana 70505

hereinafter called "Lessee", witnesseth, that: ONE HUNDRED DOLLARS &

Lessor, in consideration of the sum of OTHER VALUABLE CONSIDERATIONS ($100.00VC), **hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in** JEFFERSON DAVIS **Parish, Louisiana, and described as follows, to-wit:**

That certain tract of land containing 122.63 acres, more or less, situated in the Northern portion of Section 17, T10S-R2W and Section 39, T10S-R3W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit "A" attached hereto.

The royalties to be paid by Lessee are: 1/4 from the surface down to 12,000' and 1/5 below 12,000'

RECEIVED AND FILED
1985 JAN 10 AM 10: 41

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consumation of such contract; provided, however, should Lessee by virtue of any order by any regularoty body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably as possible and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

456294

The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of the Lessors.

Prior to the commencement of any operations on the leased premises, Lessee shall cause a survey to be made which shall show the exterior lines of the surface to be utilized in such proposed operations and the acreage content thereof, which surface area shall include, by way of illustration, all areas used for boardruns, well locations, roadways, or any other areas actually used in Lessee's operations. Lessors shall be furnished with a copy of such plat of survey prior to the commencement of operations. Within 60 days following the date on which wells have been completed as a producer or abandoned as a dry hole, Lessee shall pay to Lessors a cash sum equal to $600.00 per acre for the number of acres of the leased premises so utilized by Lessee in such operations as shown on said plat. Such payment shall be deemed to be a surface rental for such area utilized by Lessee's operations for a period of one (1) year from the date of Lessee's actual entry upon the leased premises in connection with such operations. Thereafter, and in like manner, Lessee agrees to pay a surface rental for the area which Lessee continues to utilize for its operations, on an annual basis, at the rate of $660.00, which rental shall be further increased by 10% annually, commencing from one year of the date of completion of any producing wells on Lessors' property.

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All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 122.63 acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on January 23, 19 85, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of Two Hundred Eighty-Five & No/100 Dollars ($ 285.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods Two Hundred Eighty-Five & No/100-- Dollars ($ 285.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE RENTAL DIVISION ORDER Bank of UNDER PARAGRAPH NO. 16 which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

~~Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.~~

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than one (1) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

16. Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to-wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
MARK W. BOUDREAUX	0	

Lessors agree that the above division is solely for the purpose of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

MARK W. BOUDREAUX

STATE OF [illegible]
PARISH (OR COUNTY) OF Hamilton

On this 20th day of February, 19[illegible], before me personally appeared MARK W. HOLDREAX

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

JUANITA DAY
Notary Public, State of Texas
My Commission Expires May 31, 1988

Juanita Day
Notary Public.

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, 19____, before me appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____

of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

Dated _____, 19____

No. of Acres _____

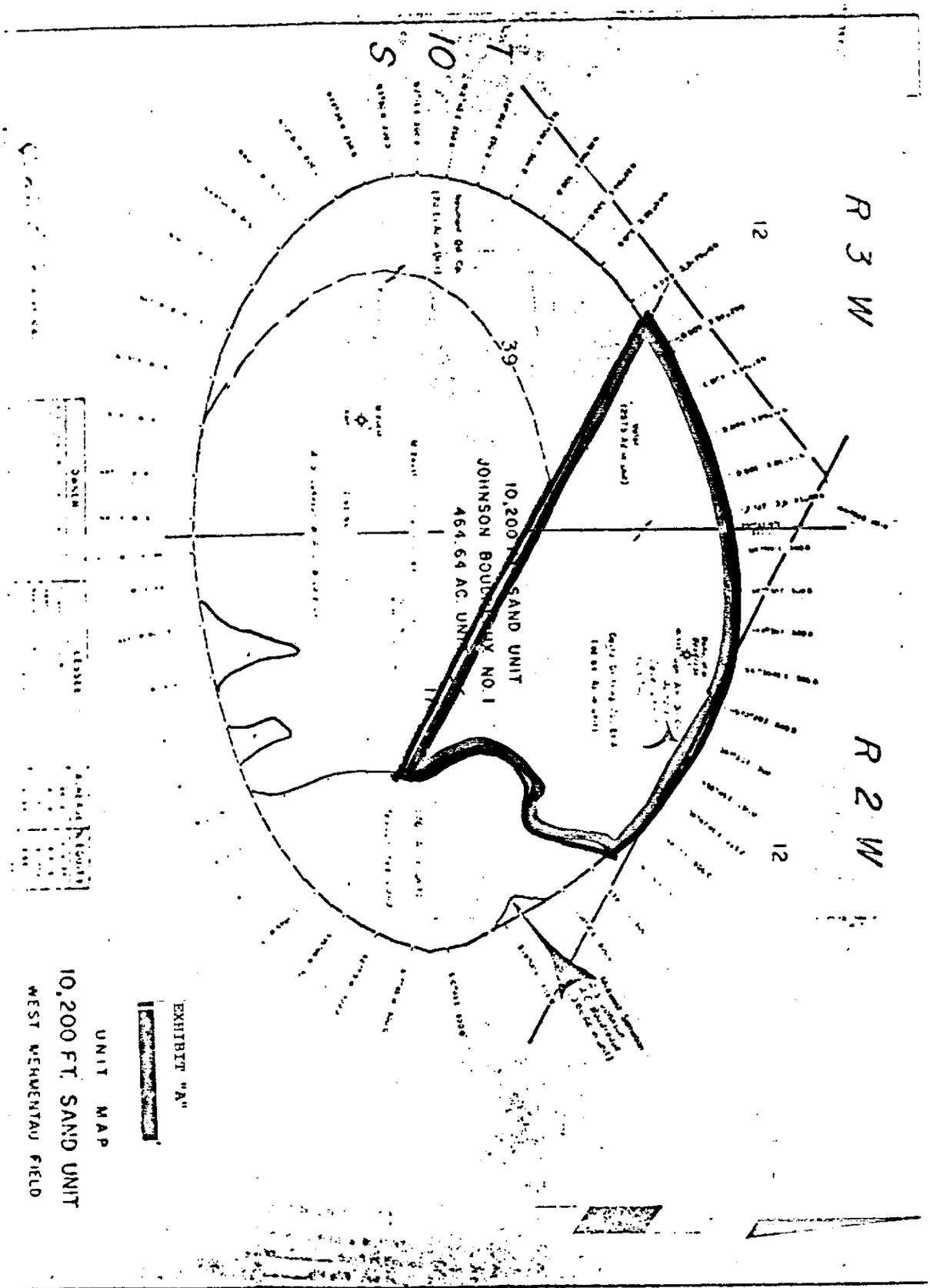
_____ Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____, of the records of this office.

By _____, Deputy

THE M. L. BATH COMPANIES
BATH-CRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"



GAY B. HUFF, CLERK OF COURT

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OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of January 23, 1984

between

REUBEN RAYMOND BRUCE, married to and living with Marie Onelia S. Bruce, nee Simoneaux, whose address is 439 East Academy Avenue, Jennings, Louisiana 70546;

WORREL B. JOHNSON, married to and living with Dora Cary Johnson, nee Cary, whose address is P.O. Box 388 Welsh, Louisiana 70591;

ORA JOHNSON MIGUEZ, married to and living with Adam Miguez, whose address is 114 Davies Avenue Jennings, Louisiana 70546;

RICHARD W. JOHNSON, married to and living with Nancy W. Johnson, nee Watkins, whose address is P.O. Box 190 Welsh, Louisiana 70591;

SANDRA LYNN TRAHAN, nee Johnson, divorced from Markham Trahan, whose address is 230 Village Lane Lafayette, Louisiana 70506;

MILTON P. BOURDIER, divorced from Margaret Badgley, whose address is 13270 Web Lane Sugarland, Texas 77478;

ALFRED C. BOURDIER, married to and living with Gayle H. Bourdier, nee Hoffpauir, whose address is Route 11, Box 932 Lake Charles, Louisiana 70611;

LYNN H. BOURDIER, married to and living with Eva Cutright Bourdier, whose address is 416 Julius Street Lake Charles, Louisiana 70605;

BERNADINE BOURDIER ZIBILICH, widow of William Zibilich, whose address is 125 Valentine Drive Avondale, Louisiana 70058;

ROSE MARIE BOURDIER PETITJEAN, married to and living with Lee J. Petitjean, whose address is 1451 Chateau Circle North, Lake Charles, Louisiana 70605;

DAVID L BOURDIER, married to and living with Janet R. Bourdier, nee Robichaux, whose address is P.O. Box 762 Patterson, Louisiana 70392;

IVETTE MARIE BOUDREAUX LAFLEUR, divorced from Elmer L. LaFleur, whose address is 2305 Palato Drive Marshall, Texas 75670;

LYDIA MCBRIDE BOUDREAUX, widow of Castex M. Boudreaux, whose address is 1313 Tenth Street Lake Charles, Lousiana 70601.

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called "Lessor" (whether one or more) and MARANATHA MINERAL CORPORATION, whose address is P. O. Box 53091, Lafayette, Louisiana 70505 called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of ONE HUNDRED DOLLARS & OTHER VALUABLE CONSIDERATIONS ($100.00&OVC), grants and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to pull and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being in JEFFERSON DAVIS Parish, Louisiana, and described as follows, to-wit:

That certain tract of land containing 70.51 acres, more or less, situated in the Northern portion of Section 39, T10S-R3W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, Dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit A attached hereto.

Said lease shall be effective down to the base of the 10,600' Sand as described in Conservation Order No. 101-D, dated November 1, 1962.

The royalties to be paid by Lessee are: 1/4 from the surface down to 12,000' and 1/5 below 12,000'

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1963 JAN 10 AM 8 4

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably possible; and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of the Lessors.

Prior to the commencement of any operations on the leased premises, Lessee shall cause a survey to be made which shall show the exterior lines of the surface to be utilized in such proposed operations and the acreage content thereof, which surface area shall include, by way of illustration, all areas used for boardruns, well locations, roadways, or any other areas actually used in Lessee's operations. Lessors shall be furnished with a copy of such plat of survey prior to the commencement of operations. Within 60 days following the date on which wells have been completed as a producer or abandoned as a dry hole, Lessee shall pay to Lessors a cash sum equal to $600.00 per acre for the number of acres of the leased premises so utilized by Lessee in such operations as shown on said plat. Such payment shall be deemed to be a surface rental for such area utilized by Lessee's operations for a period of one (1) year from the date of Lessee's actual entry upon the leased premises in connection with such operations. Thereafter, and in like manner, Lessee agrees to pay a surface rental for the area which Lessee continues to utilize for its operations, on an annual basis, at the rate of $660.00, which rental shall be further increased by 10% annually, commencing from one year of the date of completion of any producing wells on Lessors' property.

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 70.51 acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on January 23 1985, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of One Hundred Fifty & No/100 Dollars ($150.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods One Hundred Fifty & No/100 Dollars ($ 150.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE RENTAL DIVISION ORDER Bank of UNDER PARAGRAPH NO. 16 which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

[redacted]

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than one (1) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

16. Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to-wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
REUBEN RAYMOND BRUCE	$2,644.50	The Calcasieu Marine National Bank of Lake Charles - Jennings Mid-City BR. Box 940, Jennings, Louisiana 70546.
WORREL B. JOHNSON	$795.00	The Calcasieu Marine National Bank of Lake Charles - Welsh Branch Box 548, Welsh, Louisiana 70591.
BERNICE FOREMAN BOUDREAUX	$1,320.00	
MARK BOUDREAUX	None	
WAYNE BOUDREAUX	None	
ORA JOHNSON MIGUEZ	$1,065.00	The Calcasieu Marine National Bank of Lake Charles - Jennings Mid-city Br. Box 940, Jennings, Louisiana 70546
RICHARD W. JOHNSON	$270.00	The Calcasieu Marine National Bank of Lake Charles - Welsh Branch Box 548, Welsh, Louisiana 70591.
ALBERT SIDNEY JOHNSON III	$270.00	
SANDRA LYNN TRAHAN	$270.00	The First National Bank of Lafayette P. O. Drawer 2109 Lafayette, Louisiana 70504.
MILTON F. BOURDIER	$225.00	Spring Branch Educators Credit Union P.O. Box 55265 - Houston, Texas 77255-5265
ALFRED C. BOURDIER	$225.00	The Calcasieu Marine National Bank of Lake Charles , P.O. Box 2891 Lake Charles, Louisiana 70604.
LYNN H. BOURDIER	$225.00	Louisiana Savings Association South Lake Charles Branch P.O. Box 5997, Lake Charles, La. 70606.
BERNADINE BOURDIER ZIBILICH	$225.00	First Financial Bank - 1536 Lapalco Blvd., Harvey, Louisiana 70058.
ROSE MARIE BOURDIER PETITJEAN	$225.00	The Calcasieu Marine National Bank of Lake Charles, P.O. Box 2891 Lake Charles, Louisiana 70604.
DAVID L. BOURDIER	$225.00	Patterson State Bank - Box 427 Patterson, Louisiana 70392.
YVETTE MARIE BOUDREAUX LAFLEUR	$1,320.00	Allied - Marshall Bank P.O. Box 1369, Marshall, Texas 75670
LYDIA MCBRIDE BOUDREAUX	$1,320.00	The Calcasieu Marine National Bank of Lake Charles, P.O. Box 2891 Lake Charles, Louisiana 70604

Lessors agree that the above division is solely for the purpose of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

REUBEN RAYMOND BRUCE
SS# [redacted]

WORREL B. JOHNSON
SS# [redacted]

BERNICE FOREMAN BOUDREAUX

MARK BOUDREAUX

WAYNE BOUDREAUX

ORA JOHNSON MIGUEZ
SS# [redacted]

RICHARD W. JOHNSON
SS# [redacted]

ALBERT SIDNEY JOHNSON III

SANDRA LYNN TRAHAN
SS# [redacted]

MILTON F. BOURDIER
SS# [redacted]

ALFRED C. BOURDIER
SS# [redacted]

LYNN H. BOURDIER
SS# [redacted]

BERNADINE BOURDIER ZIBILICH
SS# [redacted]

ROSE MARIE BOURDIER PETITJEAN
SS# [redacted]

DAVID L. BOURDIER
SS# [redacted]

YVETTE MARIE BOUDREAUX LAFLEUR
SS# [redacted]

LYDIA MCBRIDE BOUDREAUX
SS# [redacted]

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF Lafayette

BEFORE ME, the undersigned Notary Public, on this day personally appeared Galen J. LaBauve, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Reuben Raymond Bruce, Worrel B. Johnson, Ora Johnson Miquez, Richard W. Johnson, Sandra Lynn Trahan, Milton F. Bourdier, Alfred C. Bourdier, Lynn H. Bourdier, Bernadine Bourdier Zibilich, Rose Marie Bourdier Petitjean, (Lessor, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

Galen J. LaBauve

SWORN TO AND SUBSCRIBED before me Febrdary 15, 19 84

Notary Public in and for Lafayette Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF Lafayette

BEFORE ME, the undersigned Notary Public, on this day personally appeared Galen J. LaBauve, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by David L. Bourdier, Yvette Marie Boudreaux LaFleur, and Lydia McBride Boudreaux.

(Lessor, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

Galen J. LaBauve

SWORN TO AND SUBSCRIBED before me February 15, 19 84

Notary Public in and for Lafayette Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, 19____, before me appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____

of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____ **Oil, Gas and Mineral Lease** (LOUISIANA) Form

19

Dated _____, 19____

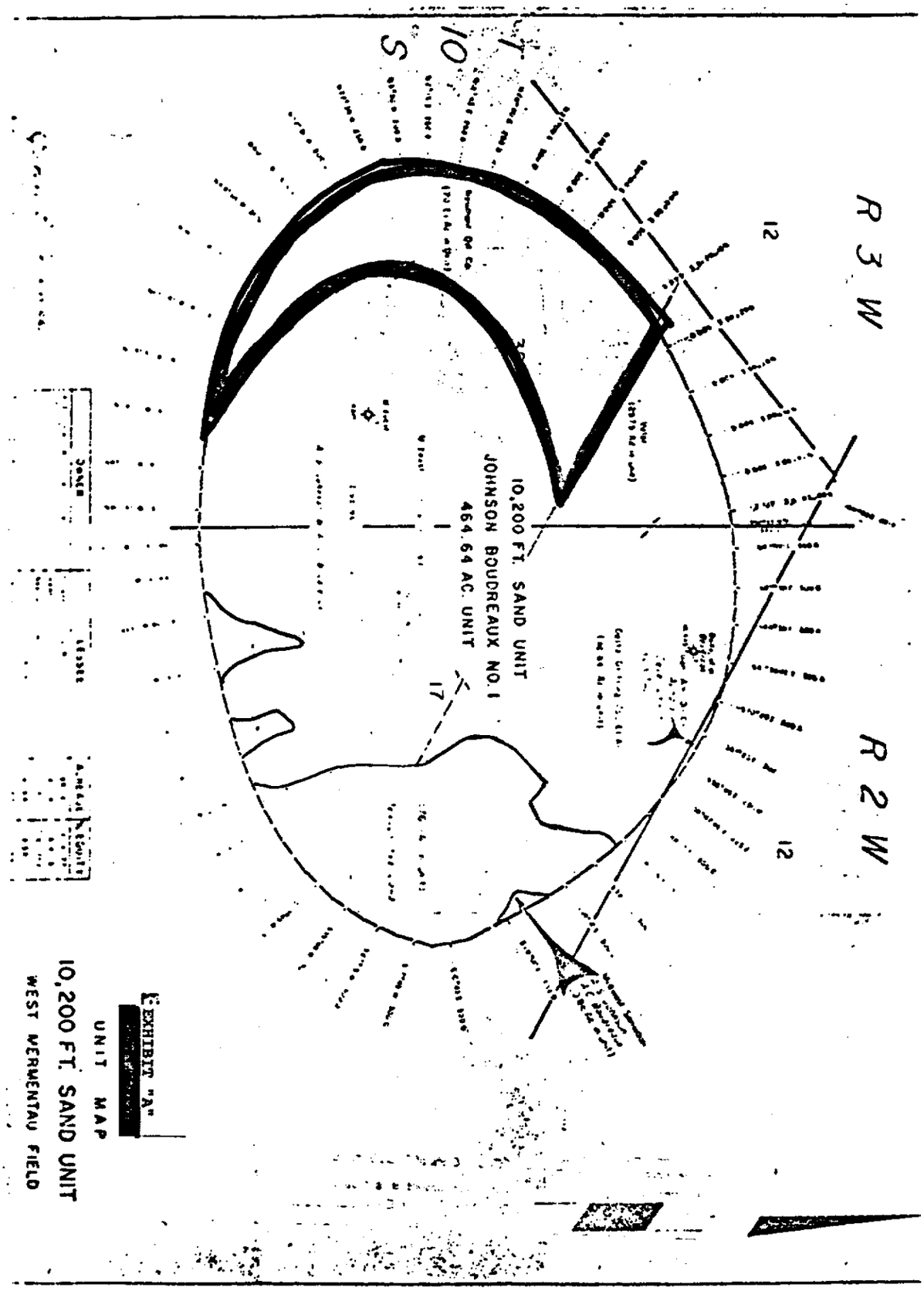
No. of Acres _____ Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____ of the records of this office.

By _____, Deputy

THE H. L. BATH CORPORATION
BATH-O-GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR 141—POOLING
REVISED "A"



GAY B. HUFF, CLERK OF COURT

ALBERT SIDNEY JOHNSON III TO TO MARANATHA MINERAL CORP OGML

644 456396

BATH GRAN
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR 14—POOLING
REVISED "A"

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of January 23, 1984

by and between ALBERT SIDNEY JOHNSON III, married to and living with Agnes S. Johnson, nee Saulnier, whose address is 7805 Bass WindPoint, Parker, Colorado 80134,

hereinafter called "Lessor" (whether one or more), and MARANATHA MINERAL CORPORATION, whose address is P. O. Box 53001, Lafayette, Louisiana 70505

hereinafter called "Lessee":

Lessor, in consideration of the sum of One Hundred Dollars ($100.00 OVC), and other Valuable Consideration, receipt of which is hereby acknowledged, and the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the exclusive right for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipelines, building tanks, power stations, telephone lines and other structures thereon, producing, saving and handling said oil, gas and all other minerals, and the right of ingress and egress at all times for said purposes, the following described land, together with any reversionary rights therein, and the right to use the water, but not water from Lessor's wells, and the right to construct roads and canals thereon for operations hereunder, and including the right to remove from said land all machinery, fixtures, pipelines and/or derricks placed thereon by Lessee, situated in the Parish of JEFFERSON DAVIS, State of Louisiana, being described as follows, to-wit:

That certain tract of land containing 10.5 acres, more or less, situated in the [illegible] portion of Section 39, T10S-R5W, and being the [illegible] of the 10.200 acre tract as described in Conservation Order No. 101-B, dated November 1, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit "A" attached hereto and made a part hereof.

Shut-in royalty shall be computed on the basis of the 10,000 MCF as described in Conservation Order No. 101-B, dated November 1, 1962.

1/8 NRI 12,000

Notwithstanding anything contained in paragraph 7 hereto to the contrary, the price to be used in computing the royalty value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regularoty body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably as possible and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be back-filled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

[illegible] by the date of Lessee's [illegible] in connection with such operations. Thereafter, and in like manner, Lessee agrees to pay a surface rental for the area which Lessee continues to utilize for its operations, on an annual basis, at the rate of $660.00, which rental shall be further increased by 10% annually, commencing from one year of the date of completion of any producing wells on Lessors' property.

456396

Exhibit D
Castex Development - Title and Lease History - 001338

615

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 70.51 acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on January 23 19 85, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of One Hundred Fifty & No/100 Dollars ($ 150.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods, One Hundred Fifty & No/100-------- Dollars ($ 150.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE RENTAL DIVISION ORDER Bank of UNDER PARAGRAPH NO. 16 which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

~~Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.~~

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than one (1) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

16. Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to-wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
ALBERT SIDNEY JOHNSON III	$270.00	BANK OF THE WEST 6363 EAST PARKER ROAD PARKER, COLORADO 80134

Lessors agree that the above division is solely for the purpose of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

X Linda R Kaleda

Cheryl A Beeney

X Albert Sidney Johnson III

ALBERT SIDNEY JOHNSON III
SS# [redacted]

producing wells on Lessors' property.

618

STATE OF Colorado }
PARISH (OR COUNTY) OF Douglas }

On this 1st day of Dec., 19 80, before me personally appeared Albert Sidney Johnson III

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

MY COMMISSION EXPIRES 6-6-84
BANK OF THE WEST,
PARKER, COLO. 80134
PARKER RD. & MAIN

Betty L. Davenport
Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, 19____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, 19____, before me appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____

of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM

TO

Dated _____, 19____

No. of Acres _____

_____ Parish, Louisiana

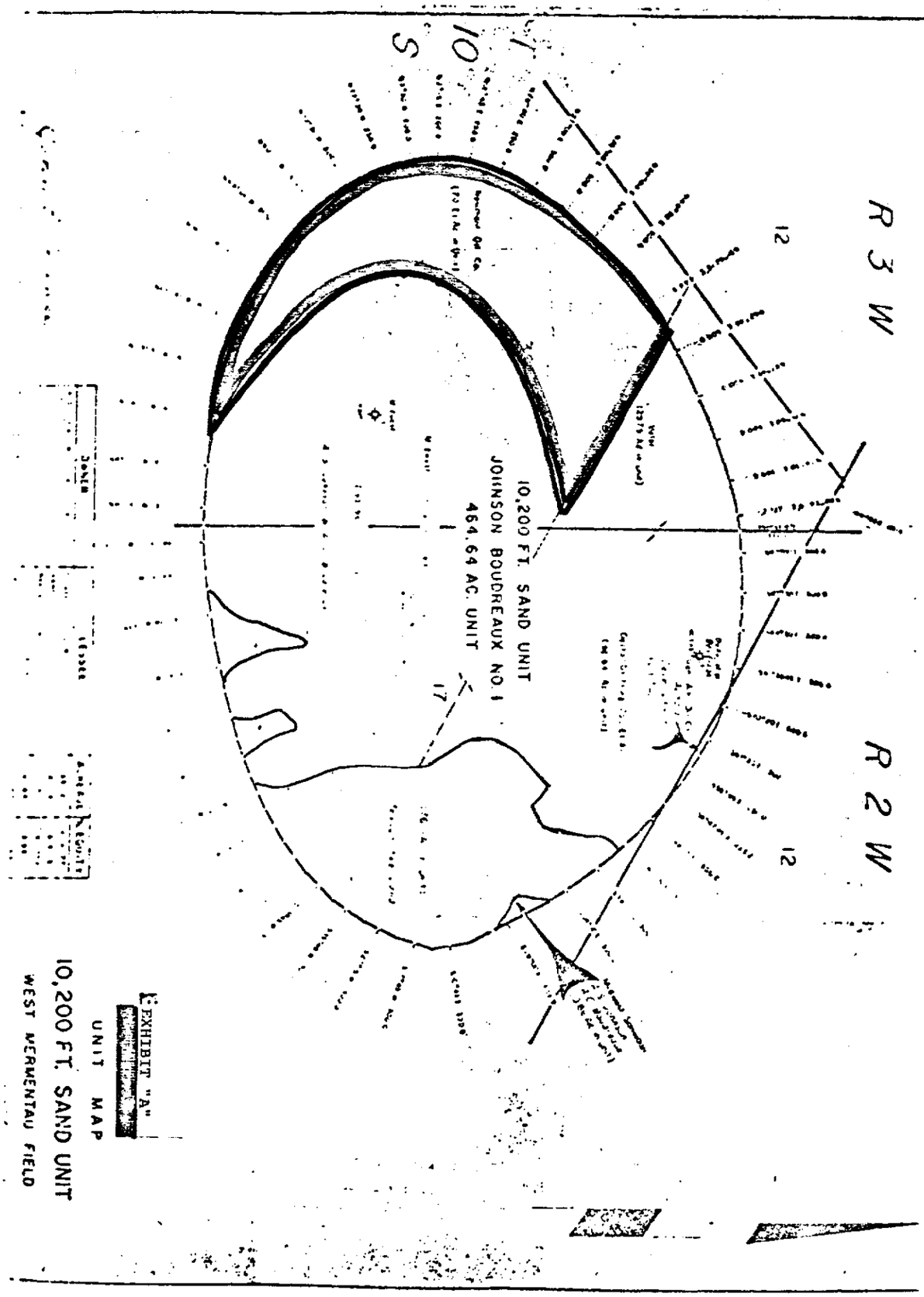
Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____, of the records of this office.

By _____, Deputy

THE M. L. BATH COMPANIES
BATH & CRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR 14—POOLING
REVISED "A"

Exhibit D
Castex Development - Title and Lease History - 001342



GAY B. HUFF, CLERK OF COURT

BERNICE FOREMAN BOUDREAUX 456897 TO MARANATHA MINERAL CORP OGML

BATH-O-GRAM 650

FORM 42 CPM—NEW SOUTH LOUISIANA REVISED FOUR 141—POOLING REVISED "A"

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of January 23, 19 84

by and between BERNICE FOREMAN BOUDREAUX, widow of Mark A. Boudreaux, whose address is 3801 East Galbraith, Apt. 105, Cincinnati, Ohio 45236,

herein called "Lessor" (whether one or more) and MARANATHA MINERAL CORPORATION, whose address is P. O. Box 53091, Lafayette, Louisiana 70505

hereinafter called "Lessee", witnesseth, that: ONE HUNDRED DOLLARS &

Lessor, in consideration of the sum of OTHER VALUABLE CONSIDERATIONS ($100.00 OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in JEFFERSON DAVIS Parish, Louisiana, and described as follows, to-wit:

That certain tract of land containing 70.51 acres, more or less, situated in the Northern portion of Section 39, T10S-R3W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order 101-C, dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit "A" attached hereto.

Said lease shall be effective down to the base of the 10,600' Sand as described in Conservation Order 101-D, dated November 1, 1962.

The royalties to be paid by Lessee are: 1/4 from the surface down to 12,000' and 1/5 below 12,000'

RECEIVED AND FILED
1985 JAN 10 AM 10 41

456897

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consumation of such contract; provided, however, should Lessee by virtue of any order by any regularoty body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably as possible and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of the Lessors.

Prior to the commencement of any operations on the leased premises, Lessee shall cause a survey to be made which shall show the exterior lines of the surface to be utilized in such proposed operations and the acreage content thereof, which surface area shall include, by way of illustration, all areas used for boardruns, well locations, roadways, or any other areas actually used in Lessee's operations. Lessors shall be furnished with a copy of such plat of survey prior to the commencement of operations. Within 60 days following the date on which wells have been completed as a producer or abandoned as a dry hole, Lessee shall pay to Lessors a cash sum equal to $600.00 per acre for the number of acres of the leased premises so utilized by Lessee in such operations as shown on said plat. Such payment shall be deemed to be a surface rental for such area utilized by Lessee's operations for a period of one (1) year from the date of Lessee's actual entry upon the leased premises in connection with such operations. Thereafter, and in like manner, Lessee agrees to pay a surface rental for the area which Lessee continues to utilize for its operations, on an annual basis, at the rate of $660.00, which rental shall be further increased by 10% annually, commencing from one year of the date of completion of any producing wells on Lessors' property.

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 70.51 acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on January 23, 19 85, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of One Hundred Fifty & No/100 Dollars ($ 150.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods One Hundred Fifty & No/100 Dollars ($150.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE RENTAL DIVISION ORDER Bank of UNDER PARAGRAPH NO. 16 which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

~~Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.~~

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than one (1) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

16. Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to-wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
BERNICE FOREMAN BOUDREAUX	$1,320.00	FIFTH THIRD BANK - KENWOOD BRANCH Cincinnati, Ohio

Lessors agree that the above division is solely for the purpose of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

Bernice Foreman Boudreaux

BERNICE FOREMAN BOUDREAUX
SS# [redacted]

producing wells on Lessors' property.

STATE OF Ohio
PARISH (OR COUNTY) OF Hamilton

On this 22nd day of February, 1982, before me personally appeared BERNICE FOREMAN BOUDREAUX

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that SHE executed the same as HER free act and deed.

JUANITA DeVAUGHN
Notary Public, State of Ohio
My Commission Expires May 17, 1986

Juanita DeVaughn
Notary Public.

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, 19____, before me appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____

of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

Dated _____, 19____

No. of Acres _____

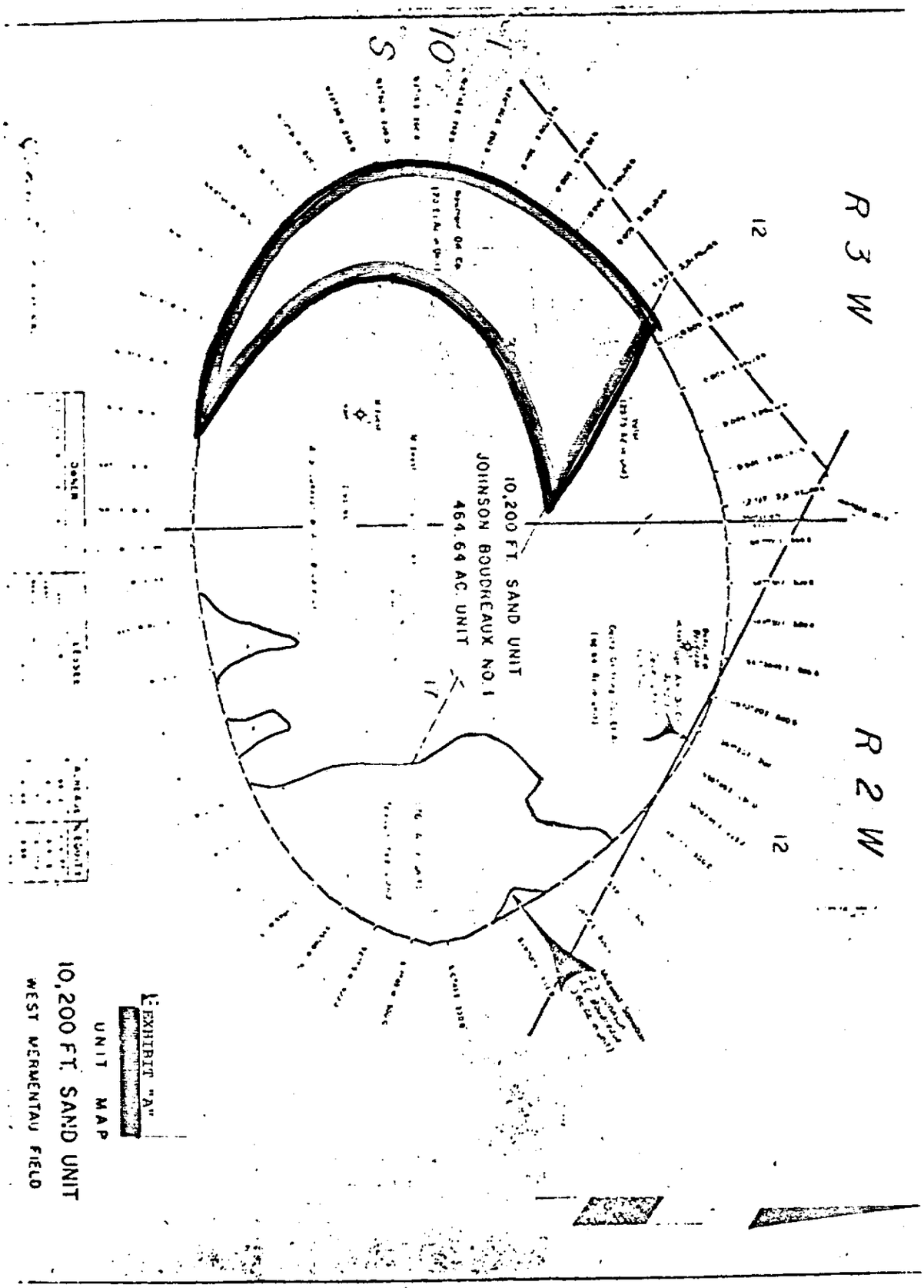
_____ Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____, of the records of this office.

By _____, Deputy

THE H. L. BATH COMPANIES
BATH-O-GRAM
FORM 48 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"



GAY B. HUFF, CLERK OF COURT

WAYNE BOUDREAUX - TO MARANATHA MINERAL CORP OGML

THE H. L. BATH COMPANIES
BATH-GRAM 656
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

456398

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of January 23, 19 84

by and between WAYNE BOUDREAUX, married to and living with Vera B. Boudreaux, nee Breaux whose address is 1165 Ivanhoe Drive, North Muskegan, Michigan 49445.

herein called "Lessor" (whether one or more) and MARANATHA MINERAL CORPORATION, whose address is P. O. Box 53091, Lafayette, Louisiana 70505
hereinafter called "Lessee", witnesseth, that: ONE HUNDRED DOLLARS &

Lessor, in consideration of the sum of OTHER VALUABLE CONSIDERATIONS ($ 100.00 OVC), **hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in** JEFFERSON DAVIS **Parish, Louisiana, and described as follows, to-wit:**

That certain tract of land containing 70.51 acres, more or less, situated in the Northern portion of Section 39, T10S-R3W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order 101-C, dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit "A" attached hereto.

Said lease shall be effective down to the base of the 10,600' Sand as described in Conservation Order 101-D, dated November 1, 1962.

The royalties to be paid by Lessee are: 1/4 from the surface down to 12,000' and 1/5 below 12,000'

RECORDED AND FILED
FEB 15 '84 10 AM
CLERK OF COURT
JEFF. DAVIS PAR.

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consumation of such contract; provided, however, should Lessee by virtue of any order by any regularoty body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

456398

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably as possible and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of the Lessors.

Prior to the commencement of any operations on the leased premises, Lessee shall cause a survey to be made which shall show the exterior lines of the surface to be utilized in such proposed operations and the acreage content thereof, which surface area shall include, by way of illustration, all areas used for boardruns, well locations, roadways, or any other areas actually used in Lessee's operations. Lessors shall be furnished with a copy of such plat of survey prior to the commencement of operations. Within 60 days following the date on which wells have been completed as a producer or abandoned as a dry hole, Lessee shall pay to Lessors a cash sum equal to $600.00 per acre for the number of acres of the leased premises so utilized by Lessee in such operations as shown on said plat. Such payment shall be deemed to be a surface rental for such area utilized by Lessee's operations for a period of one (1) year from the date of Lessee's actual entry upon the leased premises in connection with such operations. Thereafter, and in like manner, Lessee agrees to pay a surface rental for the area which Lessee continues to utilize for its operations, on an annual basis, at the rate of $660.00, which rental shall be further increased by 10% annually, commencing from one year of the date of completion of any producing wells on Lessors' property.

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All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 70.51 acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on January 23, 19 85, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of One Hundred Fifty & No/100 Dollars ($ 150.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods One Hundred Fifty & No/100-------- Dollars ($150.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE RENTAL DIVISION ORDER Bank of UNDER PARAGRAPH NO. 16 which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

~~Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.~~

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than one (1) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

16. Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to-wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
WAYNE BOUDREAUX	0	

Lessors agree that the above division is solely for the purpose of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

Joyce Dykema

Barbara J. Reed

Wayne Boudreaux

WAYNE BOUDREAUX

producing wells on Lessor's property.

660

STATE OF Michigan }
PARISH (OR COUNTY) OF Muskegon }

On this 1st day of March, 19 84, before me personally appeared WAYNE BAUDREAUX,

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that He executed the same as his free act and deed.

JUDITH L. MARSH
Notary Public, Muskegon County, Michigan
My Commission Expires Dec. 15, 1986

Judith L. Marsh
Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, 19____, before me personally appeared _____,

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

_____

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

_____

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, 19____, before me appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____

of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM

TO

Dated _____, 19____

No. of Acres _____

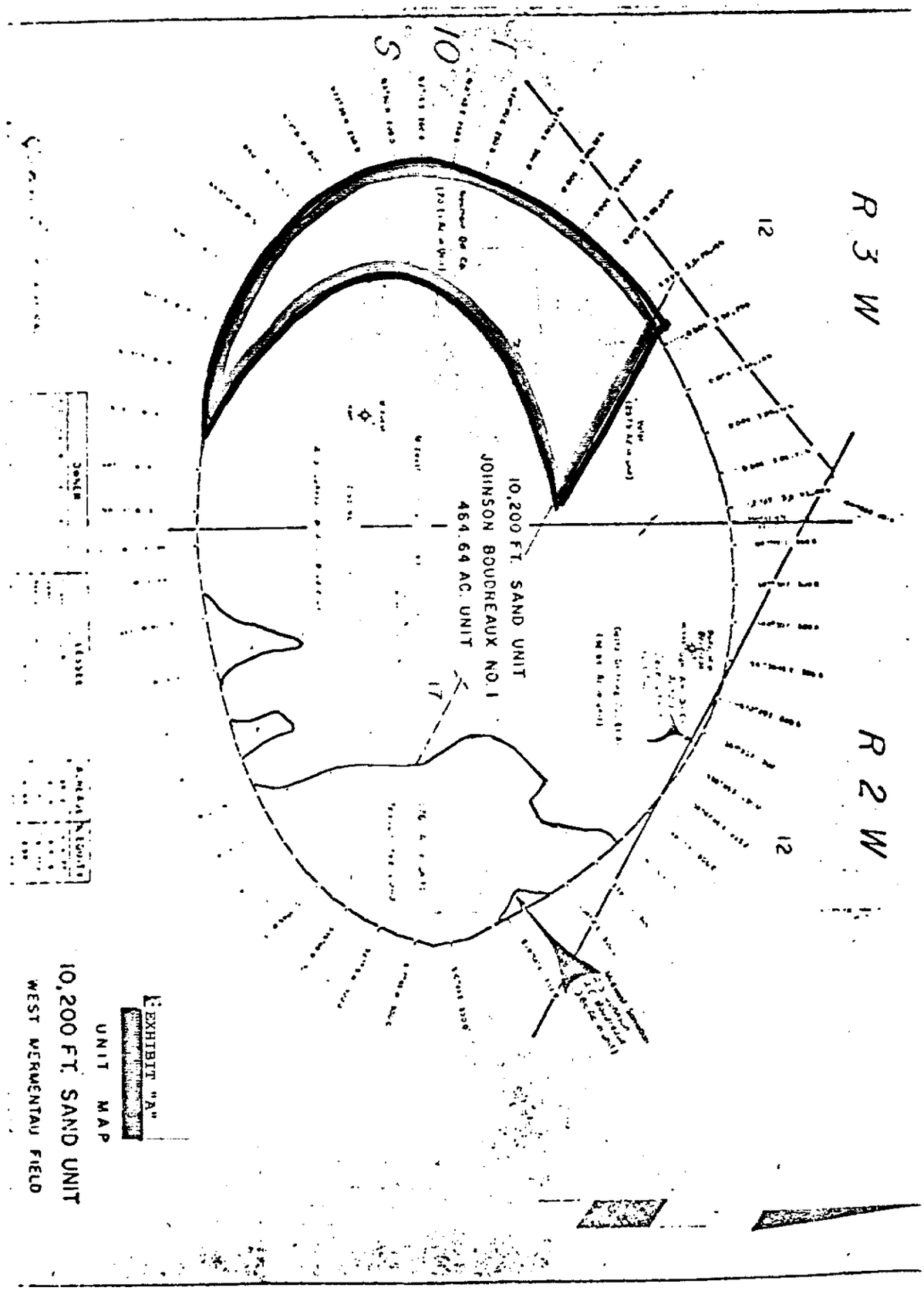
_____ Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____ of the records of this office.

By _____, Deputy

THE F. L. BATH COMPANIES
BATH-O-GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"



GAY B. HUFF, CLERK OF COURT

MARK W. BOUDREAUX - TO MARANATHA MINERAL CORP OGML

THE H. L. BATH COMPANIES
BATH-O-GRAM 662 456099
FORM 42 CPM—NEW SOUTH LOUISIANA REVISED FOUR 14)—POOLING REVISED "A"

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of January 23 1984

by and between MARK W. BOUDREAUX, married to and living with Genevieve G. Boudreaux, nee Guidry, whose address is 2601 Petworth Court, Cincinnati, Ohio 45236.

herein called "Lessor" (whether one or more) and MARANATHA MINERAL CORPORATION, whose address is P. O. Box 53091, Lafayette, Louisiana 70505
hereinafter called "Lessee", witnesseth, that: ONE HUNDRED DOLLARS &

Lessor, in consideration of the sum of OTHER VALUABLE CONSIDERATIONS ($100.00 OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in JEFFERSON DAVIS Parish, Louisiana, and described as follows, to-wit:

That certain tract of land containing 70.51 acres, more or less, situated in the Northern portion of Section 39, T10S-R3W, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order 101-C, dated March 7, 1962.

Said tract shown more fully outlined in red on the plat marked Exhibit "A" attached hereto.

Said lease shall be effective down to the base of the 10,600' Sand as described in Conservation Order No. 101-D, dated November 1, 1962.

The royalties to be paid by Lessee are: 1/4 from the surface down to 12,000' and 1/5 below 12,000'

RECEIVED AND FILED
1985 JAN 10 AM 10 41

Notwithstanding provisions of paragraph 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consumation of such contract; provided, however, should Lessee by virtue of any order by any regularoty body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

The contrary herein notwithstanding, it is distinctly understood that Lessee, his heirs and assigns, will at the conclusion of any and all operations hereunder, return the land hereinabove described to its original condition as reasonably as possible and moreover, prior to any excavation into the surface of the above described property, the top soil shall be first removed or bulldozed and stacked, or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said top soil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

456099

The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of the Lessors.

Prior to the commencement of any operations on the leased premises, Lessee shall cause a survey to be made which shall show the exterior lines of the surface to be utilized in such proposed operations and the acreage content thereof, which surface area shall include, by way of illustration, all areas used for boardruns, well locations, roadways, or any other areas actually used in Lessee's operations. Lessors shall be furnished with a copy of such plat of survey prior to the commencement of operations. Within 60 days following the date on which wells have been completed as a producer or abandoned as a dry hole, Lessee shall pay to Lessors a cash sum equal to $600.00 per acre for the number of acres of the leased premises so utilized by Lessee in such operations as shown on said plat. Such payment shall be deemed to be a surface rental for such area utilized by Lessee's operations for a period of one (1) year from the date of Lessee's actual entry upon the leased premises in connection with such operations. Thereafter, and in like manner, Lessee agrees to pay a surface rental for the area which Lessee continues to utilize for its operations, on an annual basis, at the rate of $660.00, which rental shall be further increased by 10% annually, commencing from one year of the date of completion of any producing wells on Lessors' property.

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 70.51 acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on January 23 19 85, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of One Hundred Fifty & No/100 Dollars ($ 150.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods, One Hundred Fifty & No/100-------- Dollars ($ 150.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the SEE RENTAL DIVISION ORDER Bank of UNDER PARAGRAPH NO. 16 which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 660 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

~~Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.~~

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than one (1) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and

16. Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to-wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
MARK W. BOUDREAUX	0	

Lessors agree that the above division is solely for the purpose of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

MARK W. BOUDREAUX

GGE

STATE OF Ohio }
PARISH (OR COUNTY) OF Columbiana }

On this 2nd day of February, 19 88, before me personally appeared
Carol A. Goodrich

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

JUANITA DeVAUGHN
Notary Public, State of Ohio
My Commission Expires May 17, 1988

Juanita DeVaughn
Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, 19____, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, 19____, before me appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____

of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

Dated _____, 19____

No. of Acres _____ Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M. and duly recorded in Book _____ Page _____ of the records of this office.

By _____ Deputy

THE H. L. BATH COMPANIES
BATH-O-GRAM
FORM 45 CPH—NEW SOUTH
LOUISIANA REVISED FOUR 45—POOLING
REVISED "A"

Exhibit D
Castex Development - Title and Lease History - 001360

GAY B. HUFF, CLERK OF COURT

CARROLL E. POOLER JR TO STONE PETR CORP PAR ASSIGN

456476

789

RECEIVED AND FILED
1985 JAN 14 AM 9:15
Gay B. Huff
CLERK OF COURT
JEFFERSON DAVIS PARISH

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS: That,

CARROLL E. POOLER, JR., husband of, and Barbara Kay Pollock Pooler, 1100 Lafayette Street, Lafayette, Louisiana 70501, (hereinafter referred to as "ASSIGNOR"), for and in consideration of the sum of ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby ASSIGN, SET OVER and CONVEY unto THE STONE PETROLEUM CORPORATION, a Delaware corporation, represented herein by its duly authorized Vice President, HOWARD A. McKISSACK, P. O. Box 52807, Lafayette, Louisiana 70505 (hereinafter referred to as "ASSIGNEE"), an undivided fifty percent (50%) of ASSIGNOR's right, title and interest in and to those certain Oil and Gas Leases described on Exhibit "A" attached hereto and made a part hereof.

456476

THIS ASSIGNMENT is made without warranty of title, either express or implied, and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereof, their respective heirs, successors and assigns.

FURTHER, this assignment is made pursuant to the terms of that certain Letter Agreement (recorded in the Official Records of Jefferson Davis Parish in Book 595 at Entry No. 456341) dated December 31, 1984 between the parties hereto. By her execution hereof, Barbara Kay Pollock Pooler expressly ratifies and accepts the terms and provisions of the above reference Letter Agreement and this Assignment and empowers Carroll E. Pooler, Jr. to act on behalf of the community existing between her and Carroll E. Pooler, Jr. insofar and only insofar as any action may be required under said Letter Agreement and the Operating Agreement attached hereto.

THUS DONE AND SIGNED this 11th day of January 1985.

ORIGINAL

WITNESSES:

CARROLL E. POOLER, JR.

BARBARA KAY POLLOCK POOLER

THE STONE PETROLEUM CORPORATION

By: Howard A. McKissack
Vice President

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, on this 11th day of January, 1985, personally appeared CARROLL E. POOLER, JR. AND BARBARA KAY POLLOCK POOLER, to me known to be the persons described in the foregoing instrument and acknowledged that they executed the same as their free act and deed.

NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF LAFAYETTE

ON THIS 14th day of January, 1985, before me, appeared HOWARD A. McKISSACK, to me personally known, who being by me duly sworn, did say that he is the Vice President of THE STONE PETROLEUM CORPORATION, a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said HOWARD A. McKISSACK acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC

W. MERMENTAU PROSPECT
JEFFERSON DAVIS PARISH
LOUISIANA

EXHIBIT "A"

Attached to and made a part of that certain Partial Assignment of Oil and Gas Leases dated January 11, 1985, by Carroll E. Pooler, Jr., as Assignor, in favor of The Stone Petroleum Corporation, as Assignee.

LEASE DATE	LESSOR	LESSEE	ACRES	RECORDING INFORMATION BOOK	PAGE	ENTRY NO.
01/23/84 Eff. 7/22/84	Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	450.84	595		456384
01/23/84 Eff. 7/22/84	Albert Sidney Johnson	Maranatha Minerals Corp.	450.84	595		456380
01/23/84 Eff. 7/22/84	Bernice Foreman Boudreaux	Maranatha Minerals Corp.	450.84	595		456381
01/23/84 Eff. 7/22/84	Wayne Boudreaux	Maranatha Minerals Corp.	450.84	595		456382
01/23/84 Eff. 7/22/84	Mark W. Boudreaux	Maranatha Minerals Corp.	450.84	595		456383
01/23/84	Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	193.86	595		456385
01/23/84	Albert Sidney Johnson	Maranatha Minerals Corp.	193.86	595		456386
01/23/84	Bernice Foreman Boudreaux	Maranatha Minerals Corp.	193.86	595		456387
01/23/84	Wayne Boudreaux	Maranatha Minerals Corp.	193.86	595		456388
01/23/84	Mark W. Boudreaux	Maranatha Minerals Corp.	193.86	595		456389

Exhibit D
Castex Development - Title and Lease History - 001364

LEASE DATE	LESSOR	LESSEE	ACRES	RECORDING INFORMATION BOOK	PAGE	ENTRY NO.
01/23/84	Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	122.63	595		456390
01/23/84	Albert Sidney Johnson	Maranatha Minerals Corp.	122.63	595		456391
01/23/84	Bernice Foreman Boudreaux	Maranatha Minerals Corp.	122.63	595		456392
01/23/84	Wayne Boudreaux	Maranatha Minerals Corp.	122.63	595		456393
01/23/84	Mark W. Boudreaux	Maranatha Minerals Corp.	122.63	595		456394
01/23/84	Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	70.51	595		456395
01/23/84	Albert Sidney Johnson	Maranatha Minerals Corp.	70.51	595		456396
01/23/84	Bernice Foreman Boudreaux	Maranatha Minerals Corp.	70.51	595		456397
01/23/84	Wayne Boudreaux	Maranatha Minerals Corp.	70.51	595		456398
01/23/84	Mark W. Boudreaux	Maranatha Minerals Corp.	70.51	595		456399

GAY B. HUFF, CLERK OF COURT

Exhibit D
Castex Development - Title and Lease History - 001365

reuben raymond bruce etal to carroll e pooler jr amend ogml

456949

RECEIVED AND FILED
1985 FEB -5 AM 9:12

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

AMENDMENT OF OIL, GAS AND MINERAL LEASES

Reference is made to those certain Oil, Gas and Mineral Leases covering lands situated in Jefferson Davis Parish, Louisiana, described on the schedule attached as Exhibit A to this instrument, which Leases are presently owned by Carroll E. Pooler, Jr.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the undersigned parties, being the parties lessor to the leases described on Exhibit A, joined herein by Carroll E. Pooler, Jr., the present owner of the working interst in and to said Leases, do agree that said Leases shall be amended in the following respects:

(a) the primary term of each such lease is hereby extended, so that each such lease shall not expire until July 22, 1988; provided that all delay rentals are paid;

(b) Paragraph 1 of each such Lease is hereby amended, so as to provide that the first delay rental due thereunder shall be paid on or before July 22, 1985 and annually thereafter on the 22nd of July, in lieu of the date(s) specified in each such lease, should Carroll E. Pooler, Jr. elect to maintain said leases by payment of rentals after 1985.

(c) For purposes of lease maintenance by operations all leases described on Exhibit A or tracts contained therein owned by the signatory parties shall be treated as one lease.

Nothing herein is intended to modify the said Leases in any other respect except as specified herein, including, without limitation, the right of the Lessee to maintain the leases by operations or production.

The effective date of this instrument shall be the original date of the leases. This instrument may be executed in mutiple counterpart, each of which shall constitute a complete instrument. This instrument shall be binding upon all who executed same, whether or not executed by the remaining parties. All parties further authorize Carroll E. Pooler, Jr. to combine all signature and acknowledgement pages into a single instrument for purposes of recordation.

Entered into and made effective this 9th day of January 1985.

WITNESSES:

Reuben Raymond Bruce
REUBEN RAYMOND BRUCE

Worrel B. Johnson
WORREL B. JOHNSON

456949

WITNESSES:

334

ORA JOHNSON MIGUEZ

RICHARD W. JOHNSON

SANDRA LYNN TRAHAN

MILTON F. BOURDIER

ALFRED C. BOURDIER

LYNN H. BOURDIER

BERNADINE BOURDIER ZIBILICH

ROSE MARIE BOURDIER PETITJEAN

DAVID L. BOURDIER

LYDIA McBRIDE BOUDREAUX

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared SCOTT J. McNAMARA, who, being duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by REUBEN RAYMOND BRUCE, WORREL B. JOHNSON ORA JOHNSON MIGUEZ, RICHARD W. JOHNSON, SANDRA LYNN TRAHAN, MILTON F. BOURDIER, ALFRED C. BOURDIER, LYNN H. BOURDIER BERNADINE BOUDIER ZIBILICH, ROSE MARIE BOURDIER PETITJEAN, DAVID L. BOURDIER and LYDIA McBRIDE BOURDIER in his presence and in the presence of the other subscribing witness.

SWORN TO AND SUBSCRIBED before me this 21th day of January 1985

Notary Public in and for Lafayette Parish, Louisiana

WITNESSES:

Janet Flanagan

Sara Jo Gibson

Yvette Marie Boudreaux LaFleur
YVETTE MARIE BOUDREAUX LAFLEUR

STATE OF TEXAS §

COUNTY OF HARRISON §

On this 16th day of January 1985, before me personally appeared YVETTE M. BOUDREAUX LAFLEUR, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the ame as her free act and deed.

Melanie White
Notary Public

Melanie White
Notary Public State of Texas
My Commission Expires 2-6-88

WITNESSES:

Bernice Foreman Boudreaux
BERNICE FOREMAN BOUDREAUX

Mark W. Boudreaux
MARK W. BOUDREAUX

STATE OF OHIO }
COUNTY OF HAMILTON }

On this 15th day of January, 1985, before me personally appeared BERNICE FOREMAN BOUDREAUX and MARK W. BOUDREAUX, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Juanita DeVaughn
Notary Public

JUANITA DeVAUGHN
Notary Public, State of Ohio
My Commission Expires May 17, 1986

WITNESSES:

Lori A. Videto

Angeline H. Kay

Wayne Boudreaux
WAYNE BOUDREAUX

STATE OF MICHIGAN)
)
COUNTY OF MUSKEGON)

On this 28th day of January 1985, before me personally appeared WAYNE BOUDREAUX, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

Doris E. Kalinowski
Notary Public
Comm. expires 5-16-86

338

WITNESSES:

Albert Sidney Johnson

ALBERT SIDNEY JOHNSON

STATE OF COLORADO }

COUNTY OF DOUGLAS }

On this 19th day of January 1985, before me personally appeared ALBERT SIDNEY JOHNSON, to me known to be the person described in and who executed the following instrument, and acknowledged that he executed the same as his free act and deed.

MY COMMISSION EXPIRES 10-21-85
BANK OF THE WEST,
PARKER, COLO. 80134
PARKER RD. & MAIN

Hazel M. Shelbourn

Notary Public

1. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Reuben Raymond Bruce, et al, and Maranatha Mineral Corporation, covering and affecting 450.84 acres in Section 39, T10s-R3w and Sections 17 and 18, T10s-R2w, Jefferson Davis Parish, Louisiana and recorded in the records of the said Parish and State under the Declaration of Lease Entry No. 450018.

2. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Reuben Raymond Bruce, et al and Maranatha Mineral Corporation, covering and affecting 193.86 acres in Section 39, T10s-R3w and Section 17, T10s-R2w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and state under the Declaration of Lease Entry No. 450022.

3. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Reuben Raymond Bruce, et al and Maranatha Mineral Corporation, covering and affecting 122.63 acres in Section 17, T10s-R2w and Section 39, T10s-R3w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration of Lease Entry No. 450026.

4. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Reuben Raymond Bruce, et al and Maranatha Mineral Corporation, covering and affecting 70.51 acres in Section 39, T10s-R3w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration of Lease Entry No. 450030.

5. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Bernice Foreman Boudreaux and Maranatha Mineral Corporation, covering and affecting 450.84 acres in Section 39, T10s-R3w and Section 17 and 18, T10s-R2w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Delcaration of Lease Entry No.450019.

6. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Bernice Foreman Boudreaux and Maranatha Mineral Corporation, covering and affecting 193.86 acres in Section 39, T10s-R3w and Section 17, T10s-R2w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration fo Lease Entry No. 450023.

7. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Bernice Foreman Boudreaux and Maranatha Mineral Corporation,covering and affecting 122,63 acres in Section 17, T10s-R2w and Section 39, T10s-R3w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration of Lease Entry No. 450027.

8. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Bernice Foreman Boudreaux and Maranatha Mineral Corporation, covering and affecting 70.51 acres in Section 39, T10s-R3w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration of Lease Entry No. 450031.

9. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Mark W. Boudreaux and Maranatha Mineral Corporation, covering and affecting 450.84 acres in Section 39, T10s-R3w and Sections 17 and 18, T10s-R2w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration of Lease Entry No. 450020.

10. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Mark W. Boudreaux and Maranatha Mineral Corporation, covering and affecting 193.86 acres in Section 39, T10s-R3w and Section 17, T10s-R2w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration of Lease Entry No. 450024.

11. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Mark W. Boudreaux and Maranatha Mineral Corporation, covering and affecting 122.63 acres in Section 17, T10s-R2w and Section 39, T10s-R3w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration of Lease Entry No. 450028.

12. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Mark W. Boudreaux, and Maranatha Mineral Corporation, covering and affecting 70.51 acres in Section 39, T10s-R3w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration of Lease Entry No. 450032.

13. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Wayne Boudreaux and Maranatha Mineral Corporation, covering and affecting 450.84 acres in Section 39, T10s-R3w and Sections 17 and 18, T10s-R2w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration of Lease Entry No. 450021.

14. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Wayne Boudreaux and Maranatha Mineral Corporation, covering and affecting 193.86 acres in Section 39, T10s-R3w and Section 17, T10s-R2w, Jefferson Davis Parish, Louisiana and recorded in the Records of the Said Parish and State under the Declaration of Lease Entry No. 450025.

15. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Wayne Boudreaux and Maranatha Mineral Corporation, covering and affecting 122.63 acres in Section 17,- T10s-R2w and Section 39, T10s-R3w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration of Lease Entry No. 450029.

16. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Wayne Boudreaux and Maranatha Mineral Corporation, covering and affecting 70.51 acres in Section 39, T10s-R3w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration of Lease Entry No. 450033.

17. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Albert Sidney Johnson III and Maranatha Mineral Corporation, covering and affecting 450.84 acres in Secion 39, T10s-R3w and Sections 17 and 18, T10s-R2w, Jefferson Davis Parish, Louisiana and recorded in the records of the said Parish and State under the Declaration of Lease Entry No. 450468.

18. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Albert Sidney Johnson III and Maranatha Mineral Corporation, covering and affecting 193.86 acres in Section 39, T10s-R3w and Section 17, T10s-R2w, Jefferson -avis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration fo Lease Entry No. 450467.

19. That certain Oil, Gas and Mineral lease dated January 23, 1984, by and between Albert Sidney Johnson III and Maranatha Mineral Corporation, covering and affecting 122,63 acres in Section 17, T10s-R2w and Section 39, T10s-R3w, Jefferson Davis Parish, Louisiana and recorded in the Records of the Said Parish and State under the Declaration of Lease Entry No. 450466.

20. That certain Oil, Gas and Mineral lease dated January 23, 1994, by and between Albert Sidney Johnson III and Maranatha Mineral Corporation, covering and affecting 70.51 acres in Section 39, T10s-R3w, Jefferson Davis Parish, Louisiana and recorded in the Records of the said Parish and State under the Declaration of Lease Entry No. 450465. 341

GAY B. HUFF, CLERK OF COURT

AMOCO PROD CO TO ROSA CATEX BOUDREAUX ETAL RELEASE

LEASE NO. 718125---

30

COUNTERPART I

RELEASE OF OIL, GAS, AND MINERAL LEASE

457129

Amoco Production Company, a Delaware corporation, of Tulsa, Oklahoma,

Quien Sabe Corporation and Samedan Oil Corporation

do hereby release, relinquish and surrender all of their right, title and interest in and to that certain oil, gas, and mineral lease dated the 7th day of August 1954, made and entered into between

Rosa Castex Boudreaux, et al Lessor

and Lyle Cummins Lessee

Doc/File 218425

said lease being recorded in Book 187, on Page 371, in the records provided by law for the recording of such leases, only in so far as said lease covers the following described land located in the Parish of Jefferson Davis, State of LOUISIANA, to-wit:

SEE ATTACHED FOR DESCRIPTION OF ENTIRE LEASE INCLUDING PROPERTY THAT WAS RELEASED BY PARTIAL RELEASES.

THIS INSTRUMENT MAY BE EXECUTED IN COUNTERPART AND WILL EFFECT AND BE BINDING ON EACH PARTY SO EXECUTING, REGARDLESS OF WHETHER OR NOT ALL PARTIES NAMED EXECUTE A COUNTERPART COPY.

457129

RECEIVED AND FILED
1985 FEB 14 AM 9

APPROVAL AS TO LEASE DATA VERIFICATION ONLY. NO AUTHORIZATION RECEIVED FROM LAND DEPARTMENT.

EXPIRE RECOMMENDATION

APPROVED

JMG

Executed this 8th day of February, 19 85

Amoco Production Company

WITNESSES:

By Its Attorney in Fact

C.M.M.

WITNESSES:

CORPORATION ACKNOWLEDGEMENT, ATTORNEY IN FACT

STATE OF LOUISIANA :
PARISH, :
~~COUNTY~~ ORLEANS :

I, the undersigned Notary Public in and for said Parish/County and State, hereby certify that E. A. Williamson, whose name as Attorney-in-Fact for Amoco Production Company, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me, on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, signed, sealed, and delivered the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 8th day of February, 1985.

My Commission Expires: at death

Notary Public

Form 000 2-75 (LOUISIANA)

JMG - PER AUG 1984 FORM 14 DTD 2-8-85; STATUS CODE 1; DEMAND

LOUISIANA ACKNOWLEDGMENT
(Witness — Corporation)

STATE OF_____

COUNTY OF_____

BEFORE ME, the undersigned authority, on this day personally appeared_____, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath said: That he subscribed his name to the foregoing instrument as a witness; That he knows_____ _____ _____President of_____ the releasor named in said instrument, to be the identical person described therein and who executed the same and saw him sign the same as his own voluntary act and deed in behalf of said corporation; and that he, the said_____ subscribed his name to the same at the same time as an attesting witness.

_____

SWORN TO AND SUBSCRIBED before me, this_____day of_____, 19____.

_____
Notary Public.

My Commission expires_____.

LOUISIANA ACKNOWLEDGMENT
(Witness — Individual)

STATE OF_____

COUNTY OF_____

BEFORE ME, the undersigned authority, on this day personally appeared_____, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who, being first duly sworn, on oath, says: That he subscribed his name to the foregoing instrument as a witness; That he knows_____ _____ _____, the releasor named in said instrument to be the identical person described therein and who executed the same, and saw him sign the same as his voluntary act and deed; and that he, the said_____ _____, subscribed his name to the same at the same time as an attesting witness.

_____

SWORN TO AND SUBSCRIBED before me, this_____day of_____, 19____.

_____
Notary Public.

My Commission expires_____.

Release of Lease

WHEN RECORDED RETURN TO
Amoco Production Company

32

TRACT NO. 1:

A certain tract of land containing 1103.35 acres, more or less, and being situated as follows:

BEGINNING at a point 3068.0' S 62° 29' E from the NW/corner Irregular Section 17, T10S, R2W, THENCE N 62° 29' W along the north line of Section 17, 3068.0' to the NW/corner, THENCE continuing along the north line of Irregular Section 39, T10S, R3W, 482.0' to the most northerly NW/corner of said Section, THENCE S 52° 32-1/2' W 7349.7' along the west line of said Section 39 to a corner on the east line of Section 14, THENCE S 00 04' E 3395.0' to the southwest corner of Lot 2 of Irregular Section 13, T10S, R3W, THENCE S 89° 48' E 3262.6' along the south line of said Lot 2 to the southeast corner, THENCE S 62° 41' E 4120.0' to a corner on the right descending bank of the Mermentau River, THENCE northerly with the meander of said river along the right bank to a point 235.0' east of the most southerly corner of Irregular Section 17, T10S, R2W, THENCE northerly as the meander line of the no-name coulee meanders to the point of beginning. BOUNDED Northerly by Acadia Development Co. Inc., the Mermentau River and Texas Company, Northwesterly by Annie M. Hebert and Frank C. Perl, West by Louise C. Miller and Albert Brosius, East by Texas Company, and Mermentau River, South by D. C. Ritchie, G. T. Golden, Bryan Harbert, Mermentau River and the Texas Company.

SAVE AND EXCEPT from above tract:

A. The most northerly 160 acres, being a rectangular shaped tract in the northern part of Irregular Section 39, T10S, R3W, and northwest portion of Irregular Section 17, T10S, R2W, and more specifically described in a Partial Release of Oil, Gas and Mineral Lease dated March 5, 1954, as same exists between the party Lessor herein and M. M. Stafford and/or assigns.

B. 10 acres in the northwest corner of Section 18, T10S, R2W, and partly in Section 39, T10S, R3W, being property purchased by Fred Shutts and in a deed dated March 6, 1936 (CB 66, Page 101, Conveyance Records of Jefferson Davis Parish, Louisiana).

TRACT NO. 2:

A tract containing 16.5 acres, more or less, and located along the north line of Irregular Section 17, T10S, R2W, and being in said Section 17, T10S, R2W, bounded: NORTH by Acadia Development Co. Inc., SOUTH, EAST and WEST by Texas Company fee lands.

TRACT NO. 3:

A tract containing 5.5 acres, more or less, and located along the north line of Irregular Section 17, T10S, R2W, and being in said Section 17, T10S, R2W, BOUNDED: NORTH by G. B. Zigler and Acadia Development Co. Inc., SOUTH, EAST and WEST by the Texas Company fee lands.

GAY B. HUFF, CLERK OF COURT

Exhibit D
Castex Development - Title and Lease History - 001377

RELEASE OF OIL, GAS AND MINERAL LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned do hereby release, relinquish and surrender all their right, title and interest in and to the following described Oil, Gas and Mineral Lease covering lands located in Jefferson Davis Parish, Louisiana.

RECEIVED AND FILED
1995 MAR -4 AM 9:03
Gay B. Wright
CLERK OF COURT
JEFFERSON DAVIS PARISH

Lease No:	05-10-008-A
Lessor:	Rosa Castex Boudreaux
Lessee:	Lyle Cummins
Dated:	August 7, 1954
Description:	955.35 acres,Less 10 acres in Section 18, Township 10 South, Range 3 West in Sections 17 and 18, Township 10 South, Range 2 West and Section 39, Township 10 South, Range 3 West.
Recorded:	Book 187, Page 391

(REFERENCE BEING MADE TO THE OIL, GAS AND MINERAL LEASE OF RECORD FOR MORE COMPLETE DESCRIPTION.)

DATED this 29th day of January, 1985.

WITNESSES:

Lynda Gidney

Nadine Cochran

SAMEDAN OIL CORPORATION

BY: _____
Senior Vice President

ATTEST: _____
Secretary

WITNESSES:

Mary Winters

Mark D. Skeles

QUIEN SABE CORPORATION

BY: _____
President

ATTEST: _____
Secretary

* * * * * * * * * * * * * * * * * *

STATE OF OKLAHOMA)
)
COUNTY OF CARTER)

On this 31st day of January, 1985, before me personally appeared THOMAS C. JOBE, to me personally known, who, being by me sworn, did say that he is the Senior Vice-President of Samedan Oil Corporation, and that said Corporation by authority of its Board of Directors and said THOMAS C. JOBE acknowledged said instrument to be the free act and deed of said Corporation.

WITNESS my official signature and seal at Ardmore, Oklahoma, on the month, day and year first above written.

_____
Notary Public

My Commission Expires:

November 18, 1986

45427

STATE OF OKLAHOMA)
)
COUNTY OF CARTER)

On this 11th day of February, 1985, before me personally appeared Russell Noble, to me personally known, who, being by me sworn, did say that he is the President of QUIEN SABE CORPORATION, and that said Corporation by authority of its Board of Directors and said Russell Noble acknowledged said instrument to be the free act and deed of said Corporation.

WITNESS my official signature and seal at Ardmore, Oklahoma, on the month, day and year first above written.

Sue Jones
Notary Public

My Commission Expires:

June 23, 1987

CAY B. HUFF, CLERK OF COURT

293

ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

RECEIVED AND FILED
1985 MAY -1 AM 8:31
CLERK OF COURT

458723

STATE OF LOUISIANA

PARISHES OF JEFFERSON DAVIS AND ACADIA

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, SOHIO PETROLEUM COMPANY, a Delaware corporation, whose address is 9401 Southwest Freeway, Suite 1200, Houston, Texas 77074, (hereinafter referred to as "Assignor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER and CONVEY unto LYNAL, INC., a Louisiana corporation, whose address is P. O. Box 52185, Lafayette, LA 70505, and RAMSAY CORPORATION, a Texas Corporation, whose address is P. O. Box 52027, Lafayette, LA 70505, (hereinafter collectively referred to as "Assignee"), all of its right, title and interest in and to the Oil, Gas and Mineral Leases set forth and described on Exhibit "A" attached hereto and made a part hereof, and to which reference is hereby made for all purposes, covering lands situated in the Parishes of Jefferson Davis and Acadia, State of Louisiana

458723

There is excepted and reserved from the Leases assigned herein an Overriding Royalty equal to four percent of eight-eighths (4% of 8/8ths) of the oil, casinghead gas, gas well gas and condensate or other associated hydrocarbon substances which may be produced, saved and marketed and attributable to the lands covered hereby. The Overriding Royalty herein reserved shall be free and clear of all costs and expenses except the proportion of all taxes levied thereon and transportation charges, if any are incurred, necessary to market said production.

Any renewal, extension or new lease or leases covering the lands assigned herein, acquired by Assignee or a third party wholly or partly for Assignee's benefit, on said lands shall be deemed to continue and preserve Assignor's rights reserved.

In the event the interests covered by the Leases are less than a full interest in any tract of the lands covered hereby, the Overriding Royalty reserved herein shall be payable from said tract in the proportion that the interests covered by the Leases on said tract bear to the entire mineral estate in said tract.

TO HAVE AND TO HOLD said interests unto Assignee, its successors and assigns forever.

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

IN WITNESS WHEREOF, this Assignment has been executed on this 31st day of October, 1984, in the presence of the undersigned competent witnesses.

WITNESSES:

"Assignor"

SOHIO PETROLEUM COMPANY

By: _____
W. A. SEARS
Agent and Attorney-in-Fact

THE STATE OF TEXAS:

COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally appeared W. A. SEARS, known to me to be the person whose name is subscribed to the foregoing instrument as Agent and Attorney-in-Fact, for SOHIO PETROLEUM COMPANY, a Delaware corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 5th day of November, 1984.

MARY ANN MORGAN
Notary Public in and for Harris County, Texas
My Commission Expires _____

NOTARY PUBLIC in and for
Harris County, Texas

My Commission Expires: 6/22/85

Exhibit D
Castex Development - Title and Lease History - 001381

ASSIGNMENT OF OIL AND GAS LEASES

EXHIBIT "A"

Attached to and made part of Assignment of Oil, Gas and Mineral Leases dated October 31, 1984, between SOHIO PETROLEUM COMPANY, as Assignor, to LYNAL, INC., and RAMSAY CORPORATION, as Assignee, covering lands situated in the Parishes of Jefferson Davis and Acadia, State of Louisiana.

SOHIO LEASE NUMBER	LESSOR/LESSEE	LEASE DATE	BOOK/PAGE/ENTRY	PARISH
161-12559	Ethel Patout Bowman, et al./ Lynal, Inc.	04/03/84	574/ /450774	Jefferson Davis
161-12560	Ethel Patout Bowman, et al./ Lynal, Inc.	04/03/84	574/ /450775	Jefferson Davis
161-12561	Suzanne Smaihall Cornelius/ Lynal, Inc.	04/03/84	575/ /451074	Jefferson Davis
161-12562	Louis H. Smaihall, et ux./ Lynal, Inc.	04/03/84	574/ /450792	Jefferson Davis
161-12563	Jennings Norwood Farm and Irrigation Company, Inc./ Lynal, Inc.	07/08/82	536/ /438682	Jefferson Davis
161-12564	Jennings Norwood Farm and Irrigation Company, Inc./ Lynal, Inc.	07/08/82	536/ /438683	Jefferson Davis
161-12565	State Mineral Board (Louisiana State Lease 10242)/ James K. Teringo, Jr.	05/17/82	/437070 L-40/258/488330	Jefferson Davis and Acadia
161-12566	Lydia McBride Boudreaux, et al./ Lynal, Inc.	07/21/81	510/ /431254	Jefferson Davis
161-12567	Yvette Marie Boudreaux LeFleur/ Lynal, Inc.	07/21/81	510/ /431253	Jefferson Davis
161-12568	Albert Sidney Johnson, III/ Lynal, Inc.	07/21/81	512/256/431824	Jefferson Davis
161-12569	Bernice Foreman Boudreaux, et al./ Lynal, Inc.	07/21/81	512/263/431825	Jefferson Davis
161-12570	Hilda B. G. Buckley/ Lynal, Inc.	07/30/82	546/170/441516	Jefferson Davis
161-12571	Dana Eastman Melton/ Lynal, Inc.	07/30/82	538/436/439314	Jefferson Davis

ASSIGNMENT OF OIL AND GAS LEASES

EXHIBIT "A"
(Continued)

Attached to and made part of Assignment of Oil, Gas and Mineral Leases dated October 31, 1984, between SOHIO PETROLEUM COMPANY, as Assignor, to LYNAL, INC., and RAMSAY CORPORATION, as Assignee, covering lands situated in the Parishes of Jefferson Davis and Acadia, State of Louisiana.

SOHIO LEASE NUMBER	LESSOR/LESSEE	LEASE DATE	BOOK/PAGE/ENTRY	PARISH
161-12572	Joseph Glenn Snodgrass/ Lynal, Inc.	07/30/82	537/157/438927	Jefferson Davis
161-12573	Barbara Jean Snodgrass James, et al./ Lynal, Inc.	07/30/82	537/152/438926	Jefferson Davis
161-12574	Forest M. Golden, et al./ Lynal, Inc.	07/30/82	536/240/548645	Jefferson Davis
161-12575	Josephine Corboline Heywood/ Lynal, Inc.	08/09/82	538/455/439318	Jefferson Davis
161-12576	Bernice Foreman Boudreaux, et al./ Lynal, Inc.	08/11/82	538/441/439315	Jefferson Davis
161-12577	Lydia McBride Boudreaux, et al. Lynal, Inc.	08/11/82	538/445/439316	Jefferson Davis
161-12578	Milton F. Bourdier/ Lynal, Inc.	08/11/82	538/451/439317	Jefferson Davis
161-12579	Bernice Foreman Boudreaux, et al./ Lynal, Inc.	07/24/83	W-41/575/501129	Acadia
161-12579	Lydia McBride Boudreaux,/ et al./ Lynal, Inc.	07/24/83	W-41/569/501128	Acadia
161-12579	Bernadine Bourdier Zibilich/ Lynal, Inc.	07/24/83	W-41/563/501127	Acadia
161-12579	Milton F. Bourdier/ Lynal, Inc.	07/24/83	W-41/557/501126	Acadia
161-12579	Yvette Marie Boudreaux LeFleur/ Lynal, Inc.	07/24/83	W-41/581/501130	Acadia
161-12580	Eugene F. Van Geffen, et al./ Lynal, Inc.	08/11/83	A-42/089/502354	Acadia
161-12581	Citgo Pipeline Company/ Lynal, Inc.	02/01/84	578/ /451865	Jefferson Davis
161-12582	Bowman Land Company/ Lynal, Inc.	08/09/82	538/459/439319	Jefferson Davis

ASSIGNMENT OF OIL AND GAS LEASES

EXHIBIT "A"
(Continued)

Attached to and made part of Assignment of Oil, Gas and Mineral Leases dated October 31, 1984, between SOHIO PETROLEUM COMPANY, as Assignor, to LYNAL, INC., and RAMSAY CORPORATION, as Assignee, covering lands situated in the Parishes of Jefferson Davis and Acadia, State of Louisiana.

SOHIO LEASE NUMBER	LESSOR/LESSEE	LEASE DATE	BOOK/PAGE/ENTRY	PARISH
161-12583	Marcella Louise Burris/ Ramsay Corporation	07/11/83	T-41/192/499926	Acadia
161-12584	Alice Burris Gautreaux/ Ramsay Corporation	06/20/83	R-41/078/499126	Acadia
161-12585	Alice Burris Gautreaux/ Ramsay Corporation	06/20/83	R-41/082/499127	Acadia
161-12607	Josephine Corboline Heywood/ Lynal, Inc.	04/03/84	574/ /450773	Jefferson Davis
161-12608	Bowman Land Company/ Lynal, Inc.	04/03/84	574/ /450772	Jefferson Davis
161-12793	Texaco Inc./ Ramsay Corporation and Lynal, Inc.	10/06/82		Jefferson Davis and Acadia

* *

GAY B. HUFF, CLERK OF COURT

459600

RECEIVED AND FILED

JUN 10 AM 9:48

Gay B. Hughes
CLERK OF COURT
JEFFERSON DAVIS PARISH

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS: That,

CARROLL E. POOLER, JR., husband of, and Barbara Kay Pollock Pooler, 1100 Lafayette Street, Lafayette, Louisiana 70501, (hereinafter referred to as "ASSIGNOR"), for and in consideration of the sum of ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby ASSIGN, SET OVER and CONVEY unto THE STONE PETROLEUM CORPORATION, a Delaware corporation, P. O. Box 52807, Lafayette, Louisiana 70505 (hereinafter referred to as "ASSIGNEE"), all of ASSIGNOR's right, title and interest of whatever nature, in and to those certain Oil and Gas Leases described on Exhibit "A" attached hereto and made a part hereof.

459600

THIS ASSIGNMENT is made without warranty of title, either express or implied, except for any acts by, through or under Assignor, and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereof, their respective heirs, successors and assigns.

FURTHER, this assignment is made pursuant to the following terms and conditions:

1. The Stone Petroleum Corporation, as Assignee, shall not be held liable for any obligations or commitments made by Assignor, except for those obligations arising by virtue of the terms and conditions of the assigned leases of record in Jefferson Davis Parish, Louisiana as of the date hereof. Specifically, Stone shall acquire no obligations whatsoever under the so-called "Bown Agreement", but does assume responsibility for the guaranteed rental due on the Johnson-Boudreaux Heirs lease, due July 22, 1985, which rental was agreed to by Assignor in an unrecorded Amendment of Oil, Gas and Mineral Leases date January 9, 1985, by and between Assignor herein and R. R. Bruce, et al.

2. The existing Joint Operating Agreement and Letter Agreement (as recorded in COB 595, File No. 456341, Jefferson Davis Parish, Louisiana) between the parties hereto shall have no further force and effect, except that Assignor herein agrees not to acquire any leases or interests within the Area of Mutual Interest, as defined therein, for so long as any of the leases assigned shall exist, or any extensions or renewals thereof shall exist, plus an additional six months.

ORIGINAL

3. Assignee herein shall become responsible for plugging and abandoning the Midwest Oil Johnson-Boudreaux #1, which Assignor purchased from Petroleum Well Services, Inc. Assignor specifically quitclaims all right, title and interest in same in favor of Assignee; provided, however, that Stone shall not be liable in any manner for any of Assignor's actions or obligations pertaining to said well, and Assignee shall be held harmless from any actions arising out of same.

4. The provisions of that certain unrecorded Letter Agreement dated June 3, 1985 by and between Assignor and Assignee herein.

THUS DONE AND SIGNED this 7th day of June, 1985.

WITNESSES:

CARROLL E. POOLER, JR.

BARBARA KAY POLLOCK POOLER

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, on this 7th day of June, 1985, personally appeared CARROLL E. POOLER, JR. AND BARBARA KAY POLLOCK POOLER, to me known to be the persons described in the foregoing instrument and acknowledged that they executed the same as their free act and deed.

W. Wadley Blackman
NOTARY PUBLIC

W. MERMENTAU PROSPECT
JEFFERSON DAVIS PARISH
LOUISIANA

EXHIBIT "A"

Oil and Gas leases

Attached to and made a part of that certain Assignment of [redacted] dated June 7, 1985 by and between The Stone Petroleum Corporation, as Assignor, and Carroll E. Pooler, Jr., as Assignee.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	GROSS ACRES	RECORDING INFORMATION BOOK	PAGE	ENTRY NO.
84-472-01	Pelto Oil Co.	Maranatha Minerals	03/15/84	902.0	575		451154
84-472-02	Pelto Oil Co.	The Stone Petroleum Corporation	07/24/84	80.86	582	494	453282
84-474-03	Southern Pacific Transportation	The Stone Petroleum Corporation	10/24/84	11.16	593	276	456095
84-472-04	Louie Mark Fehl, et al	The Stone Petroleum Corporation	12/02/84	200.0	592	413	455850
84-472-06.A	Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	193.86	595		456385
84-472-06.B	Bernice Foreman Boudreaux	Maranatha Minerals Corp.	01/23/84	193.86	595		456387
84-472-06.C	Mark W. Boudreaux	Maranatha Minerals Corp.	01/23/84	193.86	595		456389
84-472-06.D	Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	193.86	595		456388
84-472-06.E	Albert Sidney Johnson	Maranatha Minerals Corp.	01/23/84	193.86	595		456386

Exhibit D
Castex Development - Title and Lease History - 001387

LEASE NO.	LESSOR	LESSEE	LEASE DATE	GROSS ACRES	RECORDING INFORMATION BOOK	PAGE	ENTRY NO.
84-472-07.A	Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	122.63	595		456390
84-472-07.B	Bernice Foreman Boudreaux	Maranatha Minerals Corp.	01/23/84	122.63	595		456392
84-472-07.C	Mark W. Boudreaux	Maranatha Minerals Corp.	01/23/84	122.63	595		456394
84-472-07.D	Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	122.63	595		456393
84-472-07.E	Albert Sidney Johnson	Maranatha Minerals Corp.	01/23/84	122.63	595		456391
84-472-08.A	Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	70.51	595		456395
84-472-08.B	Bernice Foreman Boudreaux	Maranatha Minerals Corp.	01/23/84	70.51	595		456397
84-472-08.C	Mark W. Boudreaux	Maranatha Minerals Corp.	01/23/84	70.51	595		456399
84-472-08.D	Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	70.51	595		456398
84-472-08.E	Albert Sidney Johnson	Maranatha Minerals Corp.	01/23/84	70.51	595		456396
84-472-09.A	Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84 Eff. 7/22/84	450.84	595		456384
84-472-09.B	Bernice Foreman Boudreaux	Maranatha Minerals Corp.	01/23/84 Eff. 7/22/84	450.84	595		456381
84-472-09.C	Mark W. Boudreaux	Maranatha Minerals Corp.	01/23/84 Eff. 7/2/84	450.84	595		456383

Exhibit D
Castex Development - Title and Lease History - 001388

LEASE NO.	LESSOR	LESSEE	LEASE DATE	GROSS ACRES	RECORDING INFORMATION BOOK	PAGE	ENTRY NO.
84-472-09.D	Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84 Eff. 7/22/84	450.84	595		456382
84-472-09.E	Albert Sidney Johnson	Maranatha Minerals Corp.	01/23/84 Eff. 7/22/84	450.84	595		456380

GAY B. HUFF, CLERK OF COURT

Exhibit D
Castex Development - Title and Lease History - 001389

460931

FULL AND COMPLETE RELEASE OF OIL, GAS AND MINERAL LEASES

STATE OF LOUISIANA *
*
PARISHES OF ACADIA *
& JEFFERSON DAVIS *

KNOW ALL MEN BY THESE PRESENTS: THAT,

LYNAL, INC., whose address is P. O. Box 52185, OCS, Lafayette, Louisiana 70505; and RAMSAY CORPORATION, whose address is P. O. Box 52027, Lafayette, Louisiana 70505, for good and valuable consideration, the receipt of which is acknowledged and confessed, do hereby release, relinquish and forever quitclaim any and all rights whatsoever acquired or held by thems under the Oil, Gas and Mineral Lease more fully described in Exhibit "A" attached hereto and made a part hereof.

460931

Said Lease covering and relating to the lands and/or waterbottoms in Acadia & Jefferson Davis Parishes, Louisiana, more particularly described in said Leases.

IN WITNESS WHEREOF, this instrument is executed in the presence of the undersigned lawful witnesses this the 22 day of July, 1985.

WITNESSES:

Sadie Leary

Shelley L. Thomas

Paula L. Strutt

Belinda P. Reeves

LYNAL, INC.

BY: Douglas Lynn
DOUGLAS LYNN

RAMSAY CORPORATION

BY: D. S. Ramsay
D. S. RAMSAY

RECEIVED AND FILED
1985 AUG 13 AM 8 57

STATE OF LOUISIANA

PARISH OF LAFAYETTE

On this 22nd day of July, 1985, before me appeared DOUGLAS LYNN, to me personally known, who, being by me duly sworn, did say that he is the President of LYNAL, INC., and the foregoing instrumenet was signed by him in behalf of said corporation by authority of its Board of Directors, and said DOUGLAS LYNN acknowledged said instrument to be the free act and deed of said corporation.

Phyllis D. Gidley
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF LAFAYETTE

On this 22 day of July, 1985, before me appeared D. S. RAMSAY, to me personally known, who, being by me duly sworn, did say that he is the President of RAMSAY CORPORATION, and the foregoing instrument was signed by him in behalf of said corporation by authority of its Board of Directors, and said D. S. RAMSAY acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC

EXHIBIT "A"

Attached to and made a part of that certain Release of Oil, Gas and Mineral Leases from Lynal, Inc. et al in the West Mermentau Area, Acadia & Jefferson Davis Parishes, Louisiana.

L-81-2884B Oil, Gas and Mineral Lease dated July 30, 1982, between Barbara Jean Snodgrass James, et al, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 537, under Entry No. 438926, of the Records of Jefferson Davis Parish, Louisiana, covering 10.00 acres, more or less.

L-81-2884C Oil, Gas and Mineral Lease dated July 30, 1982, between Joseph Glenn Snodgrass, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 537, under Entry No. 438927, of the Records of Jefferson Davis Parish, Louisiana, covering 10.00 acres, more or less.

L-81-2884D Oil, Gas and Mineral Lease dated July 30, 1982, between Dana Eastman Melton, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 628, Page 436, under Entry No. 439314, of the Records of Jefferson Davis Parish, Louisiana, covering 10.00 acres, more or less.

L-81-2922 Oil, Gas and Mineral Lease dated June 20, 1983, between Alice Burris Gautreaux, as Lessor, and Ramsay Corporation, as Lessee, recorded in Book R-41, Page 82, under Entry No. 499127, of the Records of Acadia Parish, Louisiana, covering 10.00 acres, more or less.

L-81-2923A Oil, Gas and Mineral Lease dated June 20, 1983, between Alice Burris Gautreaux, as Lessor, and Ramsay Corporation, as Lessee, recorded in Book R-41, Page 78, under Entry No. 499126, of the Records of Acadia Parish, Louisiana, covering 35.35 acres, more or less.

L-81-2923B Oil, Gas and Mineral Lease dated July 11, 1983, between Marcella Burris, as Lessor, and Ramsay Corporation, as Lessee, recorded in Book T-41, Page 192, under Entry No. 499926, of the Records of Acadia Parish, Louisiana, covering 35.35 acres, more or less.

L-81-2961A Oil, Gas and Mineral Lease dated August 11, 1982, between Bernice F. Boudreaux, et al, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 538, Page 441, under Entry No. 439315, of the Records of Jefferson Davis Parish, Louisiana, covering 60.00 acres, more or less.

L-81-2961B Oil, Gas and Mineral Lease dated August 11, 1982, between Lydia M. Boudreaux, et al, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 538, Page 445, under Entry No. 439316, of the Records of Jefferson Davis Parish, Louisiana, covering 60.00 acres, more or less.

L-81-2961C Oil, Gas and Mineral Lease dated August 11, 1982, between Milton F. Bourdier, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 538, Page 451, under Entry No. 439317, of the Records of Jefferson Davis Parish, Louisiana, covering 60.00 acres, more or less.

L-81-2962A Oil, Gas and Mineral Lease dated August 9, 1982, between Josephine C. Heywood, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 538, Page 455, under Entry No. 439318, of the Records of Jefferson Davis Parish, Louisiana, covering 99.00 acres, more or less.

L-81-2962B Oil, Gas and Mineral Lease dated August 9, 1982, between Bowman Land Company, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 538, Page 459, under Entry No. 439319, of the Records of Jefferson Davis Parish, Louisiana, covering 99.00 acres, more or less.

L-81-3160 Oil, Gas and Mineral Lease dated April 3, 1984, between Ethel P. Bowman, et al, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 574, under Entry No. 450774, of the Records of Jefferson Davis Parish, Louisiana, covering 1.68 acres, more or less.

L-81-3161 Oil, Gas and Mineral Lease dated February 1, 1984, between Citgo Pipeline Company, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 578, under Entry No. 451,865, of the Records of Jefferson Davis Parish, Louisiana, covering 20.00 acres, more or less.

L-81-2882 Oil, Gas and Mineral Lease dated July 8, 1982, between Jennings Norwood Farm and Irrigation Company, Inc., as Lessor and Lynal, Inc., as Lessee, recorded in Book 536, under Entry No. 438682, of the Records of Jefferson Davis Parish, Louisiana, covering 20.00 acres, more or less.

L-81-2883 Oil, Gas and Mineral Lease dated July 8, 1982, between Jennings Norwood Farm and Irrigation Company, Inc., as Lessor and Lynal, Inc., as Lessee, recorded in Book 536, under Entry No. 438682, of the Records of Jefferson Davis Parish, Louisiana, covering 376.00 acres, more or less.

L-81-2884A Oil, Gas and Mineral Lease dated July 30, 1982, between Forest Golden et al, as Lessor and Lynal, Inc., as Lessee, recorded in Book 536, under Entry No. 438645, of the Records of Jefferson Davis Parish, Louisiana, covering 10.00 acres, more or less.

L-81-3156A Oil, Gas and Mineral Lease dated April 3, 1984, between Bowman Land Company, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 574, under Entry No. 450772, of the Records of Jefferson Davis Parish, Louisiana, covering 98.00 acres, more or less.

L-81-3156B Oil, Gas and Mineral Lease dated April 3, 1984, between Joseph C. Heywood, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 574, under Entry No. 450773, of the Records of Jefferson Davis Parish, Louisiana, covering 98 acres, more or less.

L-81-3158A Oil, Gas and Mineral Lease dated April 3, 1984, between Suzanne S. Cornelius, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 575, under Entry No. 451074, of the Records of Jefferson Davis Parish, Louisiana, covering 112.63 acres, more or less.

L-81-3158B Oil, Gas and Mineral Lease dated April 3, 1984, between Louis H. Smailhall, et ux, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 574, under Entry No. 450792, of the Records of Jefferson Davis Parish, Louisiana, covering 112.63 acres, more or less.

L-81-3158C Oil, Gas and Mineral Lease dated April 3, 1984, between Ethel P. Bowman, et al, as Lessor, and Lynal, Inc., as Lessee, recorded in Book 574, under Entry No. 450775, of the Records of Jefferson Davis Parish, Louisiana, covering 112.63 acres, more or less.

L-81-2884E Oil, Gas and Mineral Lease dated July 30, 1982, between Hilda B. G. Buckley, as Lessor and Lynal, Inc., as Lessee, recorded in Book 546, under Entry No. 441516, of the Records of Jefferson Davis Parish, Louisiana, covering 10.00 acres, more or less.

GAY B. HUFF, CLERK OF COURT

465838

2

RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND FIVE HUNDRED FIFTY AND NO/100------- DOLLARS ($1,550.00), in hand paid, the receipt of which is hereby acknowledged, WE THE UNDERSIGNED hereinafter referred to as Grantor (whether one or more), does hereby grant unto LOUISIANA GAS SYSTEM INC., a corporation, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, alter, repair, operate, protect, replace, relay and remove or abandon in place a pipeline, for the transportation of oil and gas and products and by-products thereof, water and other substances whether hydrocarbons or not, and such drips, valves, fittings, meters, cathodic protection devices and other equipment and appurtenances as may be necessary or convenient for such operations, upon, through and under the following described land, situated in Jefferson Davis Parish, State of Louisiana, to wit:

A TRACT OF LAND SITUATED IN SECTION 39, TOWNSHIP 10 SOUTH, RANGE 3 WEST, JEFFERSON DAVIS PARISH, LA. INCLUDING A 15' X 20' METER SITE AS PER PLAT OF SURVEY PREPARED BY AUCOIN AND ASSOCIATES INC., SURVEYORS WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

together with the rights of ingress and egress to and from said line for the purpose aforesaid. Grantor to have the right fully to use and enjoy the above-described premises, except as to the rights hereinbefore granted. Grantor shall not construct or permit to be constructed any house, structures or obstructions that will interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed hereunder, nor shall Grantor change the grade over such pipeline or appurtenances.

Grantee agrees to pay any damages which may arise to crops, pasturage, timber, fences or buildings of said Grantor from the exercise of the rights herein granted.

Grantee covenants and agrees to indemnify and forever hold harmless the Grantor against each and every claim, demand, or cause of action that may be made or come against him by reason or in any way arising out of any defect, imperfection, operation, maintenance, or construction of said pipeline.

Any pipeline constructed under this grant by Grantee across lands under cultivation shall, at the time of construction thereof, of which such pipe is a part, be buried to such depth as will not interfere with such cultivation, except that at option of Grantee any such pipe may be placed above any stream, ravine, ditch, canal, or other watercourse.

This right of way agreement may be assigned by Grantee, its successors and assigns, in whole or in part, vesting in any other person, firm or corporation the ownership of one pipeline with full rights of ingress and egress for the maintenance, repair, operation, replacement and removal thereof.

It is agreed that any payment due hereunder may be made direct to Johnson-Boudreaux Farm Company.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect to the subject matter hereof not herein expressed, and this deed contains the entire contract.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

465838

RECEIVED AND FILED
1995 APR -4 AM 8:14

Exhibit D
Castex Development - Title and Lease History - 001394

WITNESS our signature(s) hereto in the presence of J. B. Graham Jr. and undersigned, competent witnesses, at Lake Charles, Louisiana, this 14th day of March, 1986.

WITNESSES:

Adeline C. Durham
Witness
Witness
Witness

4

BERNICE F. BOUDREAUX

MARK W. BOUDREAUX

WAYNE F. BOUDREAUX

RAYNELL MARIE BRUCE KIBODEAUX

Patricia Gay Bruce Moore
PATRICIA GAY BRUCE MOORE

NELIA KAREN BRUCE GOLDMAN

Bobby C. Moore
Richard J.

TRACT NO. 1 Only
NO. OF RODS 25.76
CHECK NO. 00794
CHARGE LMS. 117 1-33-296
Stone / Johnson-Boudreaux

3 OF 3

Right of Way Agreement from Worrell B. Johnson Et Al to Louisiana Gas System Inc.

STATE OF TEXAS :

COUNTY OF Harris :

Before me, the undersigned, a Notary Public, in and for said County and State, on this 7th day of March 1986, personally appeared Milton F Boundies to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:

BEATRICE E. TINCHA
Notary Public, Harris County, Texas
My Commission Expires May 25, 1989

Beatrice E. Tincha
NOTARY PUBLIC

STATE OF TEXAS :

COUNTY OF _____ :

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____ 19__, personally appeared _____ to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:

_____
NOTARY PUBLIC

_____

STATE OF TEXAS :

COUNTY OF _____ :

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____ 19__, personally appeared _____ to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:

_____
NOTARY PUBLIC

_____

STATE OF LOUISIANA :

PARISH OF CALCASIEU:

Before me, a duly commissioned and qualified Notary Public in and for said Parish and State, personally came and appeared J. B. TRAHAN JR. who being duly sworn on oath, deposes and says:

That he is one of the attesting witnesses to the above and foregoing contract, and that same was duly executed in his presence and that of the other attesting witnesses, by the parties thereto on the date therein stated.

J. B. Trahan Jr.

Subscribed and sworn to before me at Lake Charles, Louisiana, on this 3rd day of March, A.D. 1986.

Brenda R. Jones

BRENDA R. JONES
NOTARY PUBLIC

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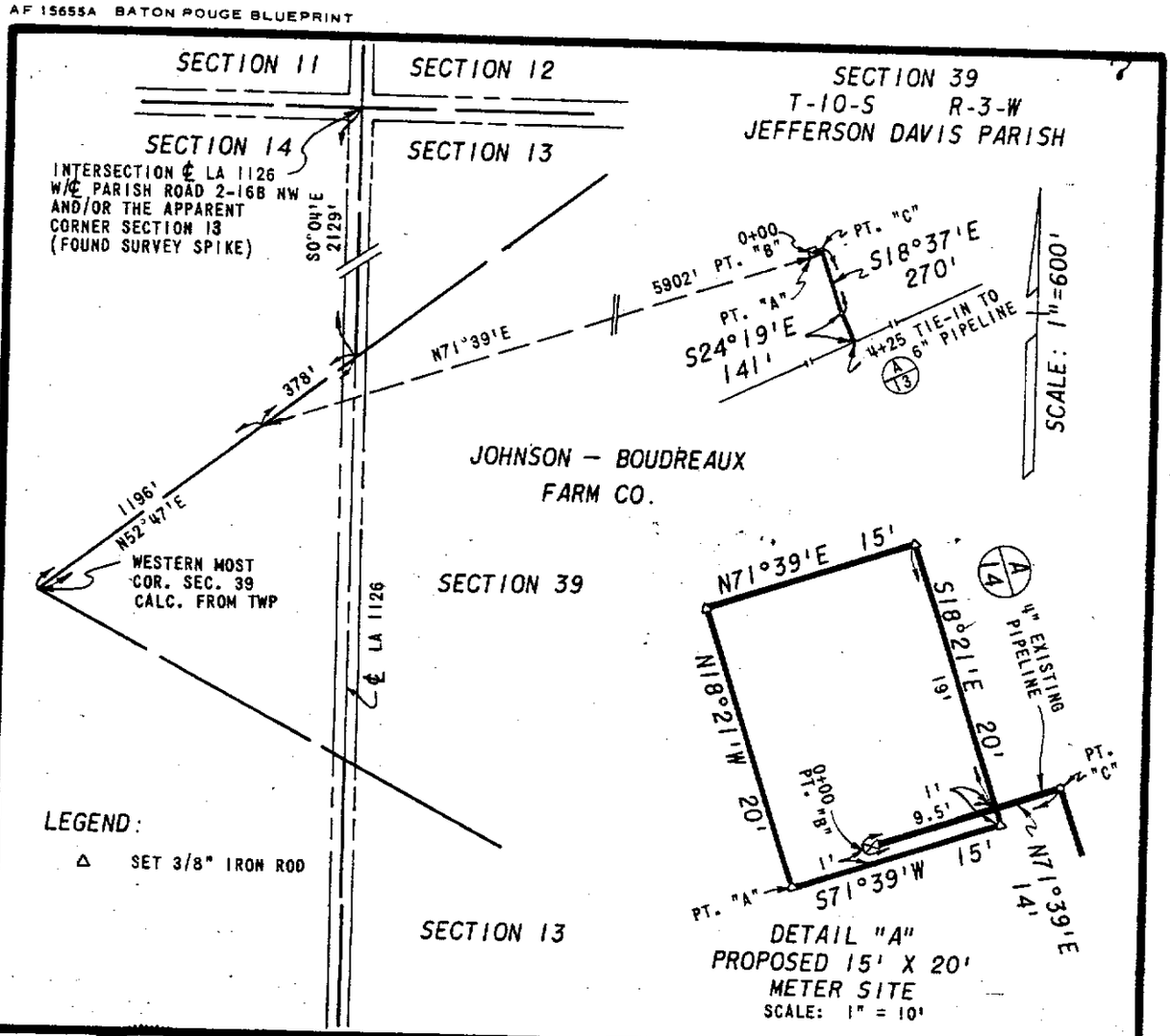

STATE OF LOUISIANA
LINDSEY J. AUCOIN
REG. No. 474
REGISTERED PROFESSIONAL LAND SURVEYOR

25.76 RODS

PROPOSED 15' X 20' METER SITE
ON THE PROPERTY OF
JOHNSON — BOUDREAUX FARM CO.
IN SECTION 39, T-10-S, R-3-W
JEFFERSON DAVIS PARISH, LOUISIANA

DATE: 2/4/86
SCALE: AS SHOWN

AUCOIN AND ASSOCIATES, INC.
CONSULTING ENGINEERS
EUNICE, LOUISIANA

DRAFTSPERSON	KOV	DATE	2/4/86
VARITYPER	LPD	DATE	2/4/86
CHECKED	EFjr	DATE	2/4/86

ISSUE:
APPROVE:
DATE:

LOUISIANA GAS SYSTEM INC.
NATURAL GAS PRODUCTS DEPARTMENT
HOUSTON, TEXAS

DWR.

GAY B. HUFF, CLERK OF COURT

A/17 Exhibit D

Castex Development - Title and Lease History - 001399

LJA FILE 86-PL-1 CONOCO BK. 118 PG. 2-6

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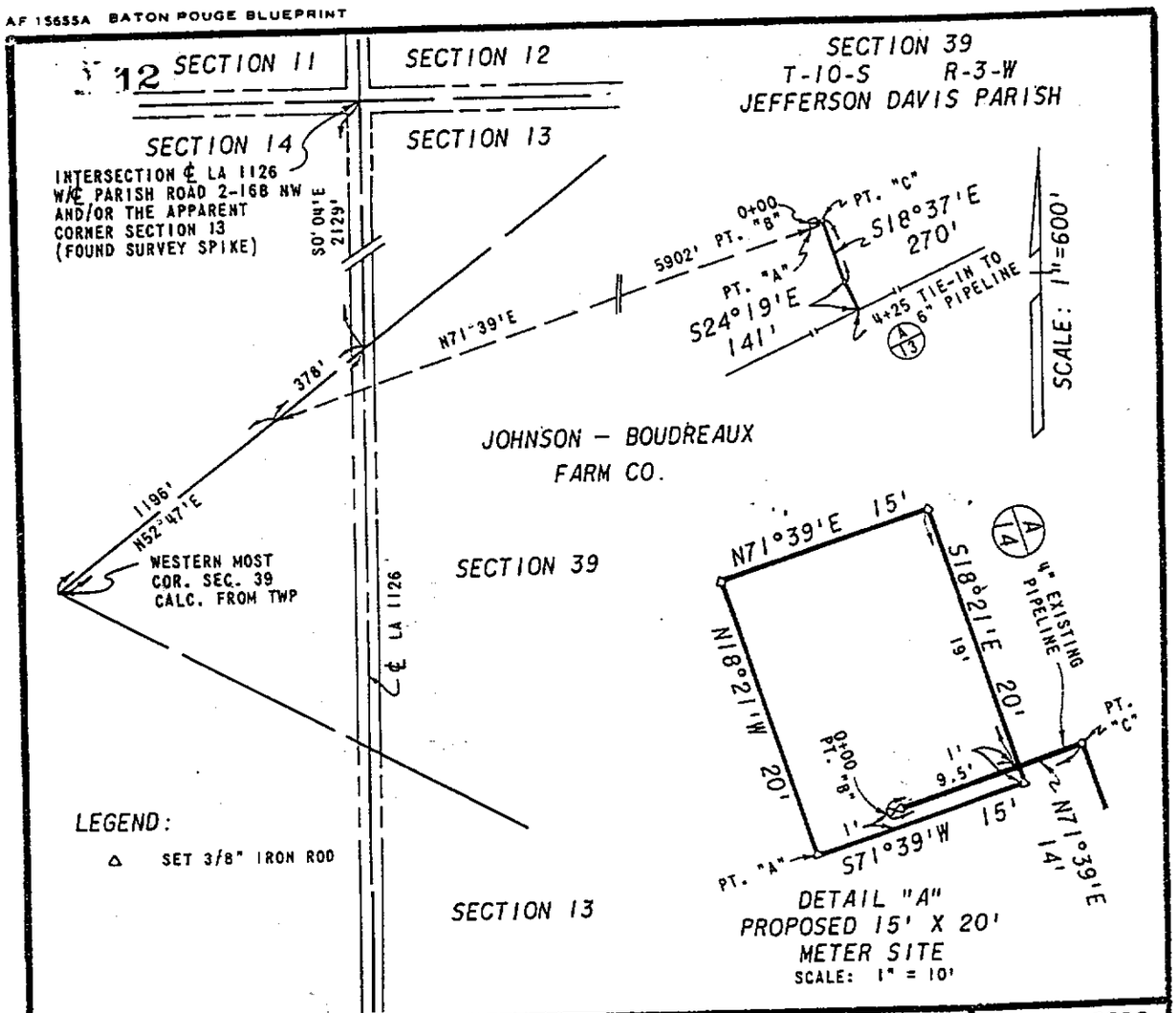


25.76 RODS

STATE OF LOUISIANA
LINDSEY J. AUCOIN
REG. No. 474
REGISTERED PROFESSIONAL LAND SURVEYOR

PROPOSED 15' X 20' METER SITE
ON THE PROPERTY OF
JOHNSON – BOUDREAUX FARM CO.
IN SECTION 39, T-10-S, R-3-W
JEFFERSON DAVIS PARISH, LOUISIANA

AUCOIN AND ASSOCIATES, INC.
CONSULTING ENGINEERS
EUNICE, LOUISIANA

DRAFTSPERSON	KOV	DATE	2/4/86
VARITYPER	LPD	DATE	2/4/86
CHECKED	EFJr	DATE	2/4/86

DATE: 2/4/86
SCALE: AS SHOWN
ISSUE:
APPROVE:
DATE:

LOUISIANA GAS SYSTEM INC.
NATURAL GAS PRODUCTS DEPARTMENT
HOUSTON, TEXAS

DWR.

A/117

Exhibit D

GAY B. HUFF, CLERK OF COURT

465839

8

COUNTERPART
RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND FIVE HUNDRED FIFTY AND NO/100------- DOLLARS ($1,550.00), in hand paid, the receipt of which is hereby acknowledged, WE THE UNDERSIGNED hereinafter referred to as Grantor (whether one or more), does hereby grant unto LOUISIANA GAS SYSTEM INC., a corporation, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, alter, repair, operate, protect, replace, relay and remove or abandon in place a pipeline, for the transportation of oil and gas and products and by-products thereof, water and other substances whether hydrocarbons or not, and such drips, valves, fittings, meters, cathodic protection devices and other equipment and appurtenances as may be necessary or convenient for such operations, upon, through and under the following described land, situated in Jefferson Davis Parish, State of Louisiana, to wit:

A TRACT OF LAND SITUATED IN SECTION 39, TOWNSHIP 10 SOUTH, RANGE 3 WEST, JEFFERSON DAVIS PARISH, LA. INCLUDING A 15' X 20' METER SITE AS PER PLAT OF SURVEY PREPARED BY AUCOIN AND ASSOCIATES INC., SURVEYORS WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

together with the rights of ingress and egress to and from said line for the purpose aforesaid. Grantor to have the right fully to use and enjoy the above-described premises, except as to the rights hereinbefore granted. Grantor shall not construct or permit to be constructed any house, structures or obstructions that will interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed hereunder, nor shall Grantor change the grade over such pipeline or appurtenances.

Grantee agrees to pay any damages which may arise to crops, pasturage, timber, fences or buildings of said Grantor from the exercise of the rights herein granted.

Grantee covenants and agrees to indemnify and forever hold harmless the Grantor against each and every claim, demand, or cause of action that may be made or come against him by reason or in any way arising out of any defect, imperfection, operation, maintenance, or construction of said pipeline.

Any pipeline constructed under this grant by Grantee across lands under cultivation shall, at the time of construction thereof, of which such pipe is a part, be buried to such depth as will not interfere with such cultivation, except that at option of Grantee any such pipe may be placed above any stream, ravine, ditch, canal, or other watercourse.

This right of way agreement may be assigned by Grantee, its successors and assigns, in whole or in part, vesting in any other person, firm or corporation the ownership of one pipeline with full rights of ingress and egress for the maintenance, repair, operation, replacement and removal thereof.

It is agreed that any payment due hereunder may be made direct to Johnson-Boudreaux Farm Company.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect to the subject matter hereof not herein expressed, and this deed contains the entire contract.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

465839

RECEIVED AND FILED
1983 APR -4 AM 8:44
Gary B. Legg
CLERK OF COURT
JEFF DAVIS PARISH

WITNESS My signature hereto in the presence of Angeline Kay and Delores Malone, competent witnesses, at Muskegon, Michigan, this 25th day of March, 1986.

WITNESSES:

WORRELL B. JOHNSON

ORA J. MIGUEZ

LYDIA BOUDREAUX

MAMIE C. JOHNSON

RICHARD W. JOHNSON

R. RAYMOND BRUCE

YVETTE M. LAFLEUR

ALBERT S. JOHNSON, III

SANDRA LYNN JOHNSON TRAHAN, INDIVIDUALLY AND AS AGENT AND ATTORNEY IN FACT FOR MARVEL A. JOHNSON

MILTON F. BOURDIER

ALFRED C. BOURDIER

LYNN H. BOURDIER

BERNADINE B. ZIBILICH

ROSE MARIE PETITJEAN

DAVID L. BOURDIER

Exhibit D
Castex Development - Title and Lease History - 001402

10

* Angeline Kay
Angeline Kay

* Deloris Malone
Deloris Malone

BERNICE F. BOUDREAUX

MARK W. BOUDREAUX

* Wayne F Boudreaux
WAYNE F. BOUDREAUX

RAYNELL MARIE BRUCE KIBODEAUX

PATRICIA GAY BRUCE MOORE

NELIA KAREN BRUCE GOLDMAN

TRACT NO. 1 Only
NO. OF RODS 25.76
CHECK NO. 00793
CHARGE LSS, Gtt 1-33-24G
Steve Johnson-Boudreaux

3 OF 3

Right of Way Agreement from Worrell B. Johnson Et Al to Louisiana Gas System Inc.(COUNTERPART)

STATE OF OHIO :

COUNTY OF _____ :

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____ 19__, personally appeared _____ to me known to be the identical person___ who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:

_____

_____
NOTARY PUBLIC

STATE OF OHIO :

COUNTY OF _____ :

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____ 19__, personally appeared _____ to me known to be the identical person___ who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:

_____

_____
NOTARY PUBLIC

STATE OF MICHIGAN :

COUNTY OF MUSKEGON :

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25TH day of MARCH 19 86, personally appeared WAYNE BOUDREAUX to me known to be the identical person___ who executed the within and foregoing instrument and acknowledged to me that HE executed the same as HIS free and voluntary act and deed for the uses and purposes therein set forth.

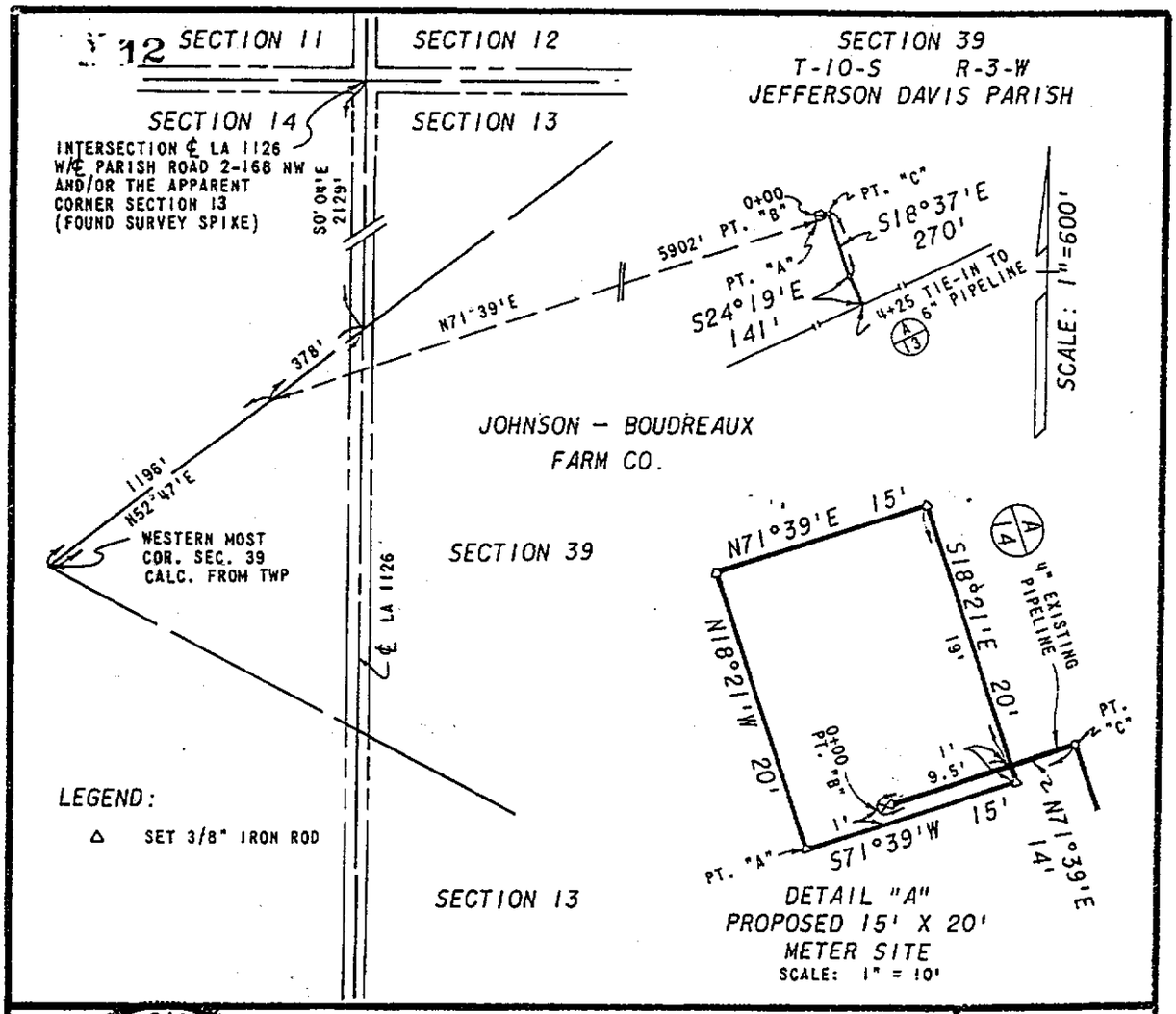
Given under my hand and seal the day and year last above written.

My Commission Expires: May 16, 1986

_____

Doris E. Kalinowski
NOTARY PUBLIC
Doris E. Kalinowski

AF 15655A BATON ROUGE BLUEPRINT



25.76 RODS

STATE OF LOUISIANA
LINDSEY J. AUCOIN
REG. No. 4714
REGISTERED PROFESSIONAL LAND SURVEYOR

PROPOSED 15' X 20' METER SITE
ON THE PROPERTY OF
JOHNSON – BOUDREAUX FARM CO.
IN SECTION 39, T-10-S, R-3-W
JEFFERSON DAVIS PARISH, LOUISIANA

AUCOIN AND ASSOCIATES, INC.
CONSULTING ENGINEERS
EUNICE, LOUISIANA

DRAFTSPERSON	KOV	DATE	2/4/86
VARITYPER	LPD	DATE	2/4/86
CHECKED	EFjr	DATE	2/4/86

DATE: 2/4/86
SCALE: AS SHOWN
ISSUE:
APPROVE:
DATE:

LOUISIANA GAS SYSTEM INC.
NATURAL GAS & PRODUCTS DEPARTMENT
HOUSTON, TEXAS

DWR.
NO. A/117

GAYE B. HUFF, CLERK OF COURT

Exhibit D

465840

13

COUNTERPART
RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND FIVE HUNDRED FIFTY AND NO/100------- DOLLARS ($1,550.00), in hand paid, the receipt of which is hereby acknowledged, WE THE UNDERSIGNED hereinafter referred to as Grantor (whether one or more), does hereby grant unto LOUISIANA GAS SYSTEM INC., a corporation, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, alter, repair, operate, protect, replace, relay and remove or abandon in place a pipeline, for the transportation of oil and gas and products and by-products thereof, water and other substances whether hydrocarbons or not, and such drips, valves, fittings, meters, cathodic protection devices and other equipment and appurtenances as may be necessary or convenient for such operations, upon, through and under the following described land, situated in Jefferson Davis Parish, State of Louisiana, to wit:

A TRACT OF LAND SITUATED IN SECTION 39, TOWNSHIP 10 SOUTH, RANGE 3 WEST, JEFFERSON DAVIS PARISH, LA. INCLUDING A 15' X 20' METER SITE AS PER PLAT OF SURVEY PREPARED BY AUCOIN AND ASSOCIATES INC., SURVEYORS WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

together with the rights of ingress and egress to and from said line for the purpose aforesaid. Grantor to have the right fully to use and enjoy the above-described premises, except as to the rights hereinbefore granted. Grantor shall not construct or permit to be constructed any house, structures or obstructions that will interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed hereunder, nor shall Grantor change the grade over such pipeline or appurtenances.

Grantee agrees to pay any damages which may arise to crops, pasturage, timber, fences or buildings of said Grantor from the exercise of the rights herein granted.

Grantee covenants and agrees to indemnify and forever hold harmless the Grantor against each and every claim, demand, or cause of action that may be made or come against him by reason or in any way arising out of any defect, imperfection, operation, maintenance, or construction of said pipeline.

Any pipeline constructed under this grant by Grantee across lands under cultivation shall, at the time of construction thereof, of which such pipe is a part, be buried to such depth as will not interfere with such cultivation, except that at option of Grantee any such pipe may be placed above any stream, ravine, ditch, canal, or other watercourse.

This right of way agreement may be assigned by Grantee, its successors and assigns, in whole or in part, vesting in any other person, firm or corporation the ownership of one pipeline with full rights of ingress and egress for the maintenance, repair, operation, replacement and removal thereof.

It is agreed that any payment due hereunder may be made direct to Johnson-Boudreaux Farm Company.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect to the subject matter hereof not herein expressed, and this deed contains the entire contract.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

465840

RECEIVED AND FILED
1986 APR -4 AM 8:45
CLERK OF COURT
JEFFERSON DAVIS PARISH, LA.

14 WITNESS My signature hereto in the presence of Doris O'Barr and Hazel M. Shelbourn, competent witnesses, at Parker, Colorado, this 29 day of March, 1986.

WITNESSES:

Doris O'Barr

Hazel M. Shelbourn

WORRELL B. JOHNSON

ORA J. MIGUEZ

LYDIA BOUDREAUX

MAMIE C. JOHNSON

RICHARD W. JOHNSON

R. RAYMOND BRUCE

YVETTE M. LAFLEUR

Albert S. Johnson III
ALBERT S. JOHNSON, III

SANDRA LYNN JOHNSON TRAHAN, INDIVIDUALLY AND AS AGENT AND ATTORNEY IN FACT FOR MARVEL A. JOHNSON

MILTON F. BOURDIER

ALFRED C. BOURDIER

LYNN H. BOURDIER

BERNADINE B. ZIBILICH

ROSE MARIE PETITJEAN

DAVID L. BOURDIER

Exhibit D
Castex Development - Title and Lease History - 001407

BERNICE F. BOUDREAUX

MARK W. BOUDREAUX

WAYNE F. BOUDREAUX

RAYNELL MARIE BRUCE KIBODEAUX

PATRICIA GAY BRUCE MOORE

NELIA KAREN BRUCE GOLDMAN

TRACT NO. 1 Only
NO. OF RODS 23.78
CHECK NO. 00794
CHARGE LS&GL-33-296
Stone/Johnson-Boudreaux

3 OF 3

Right of Way Agreement from Worrell B. Johnson Et Al to Louisiana Gas System Inc.(COUNTERPART)

16

STATE OF COLORADO :

COUNTY OF Douglas :

Before me, the undersigned, a Notary Public, in and for said County and State, on this 29th day of March 1986, personally appeared Albert S. Johnson III to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

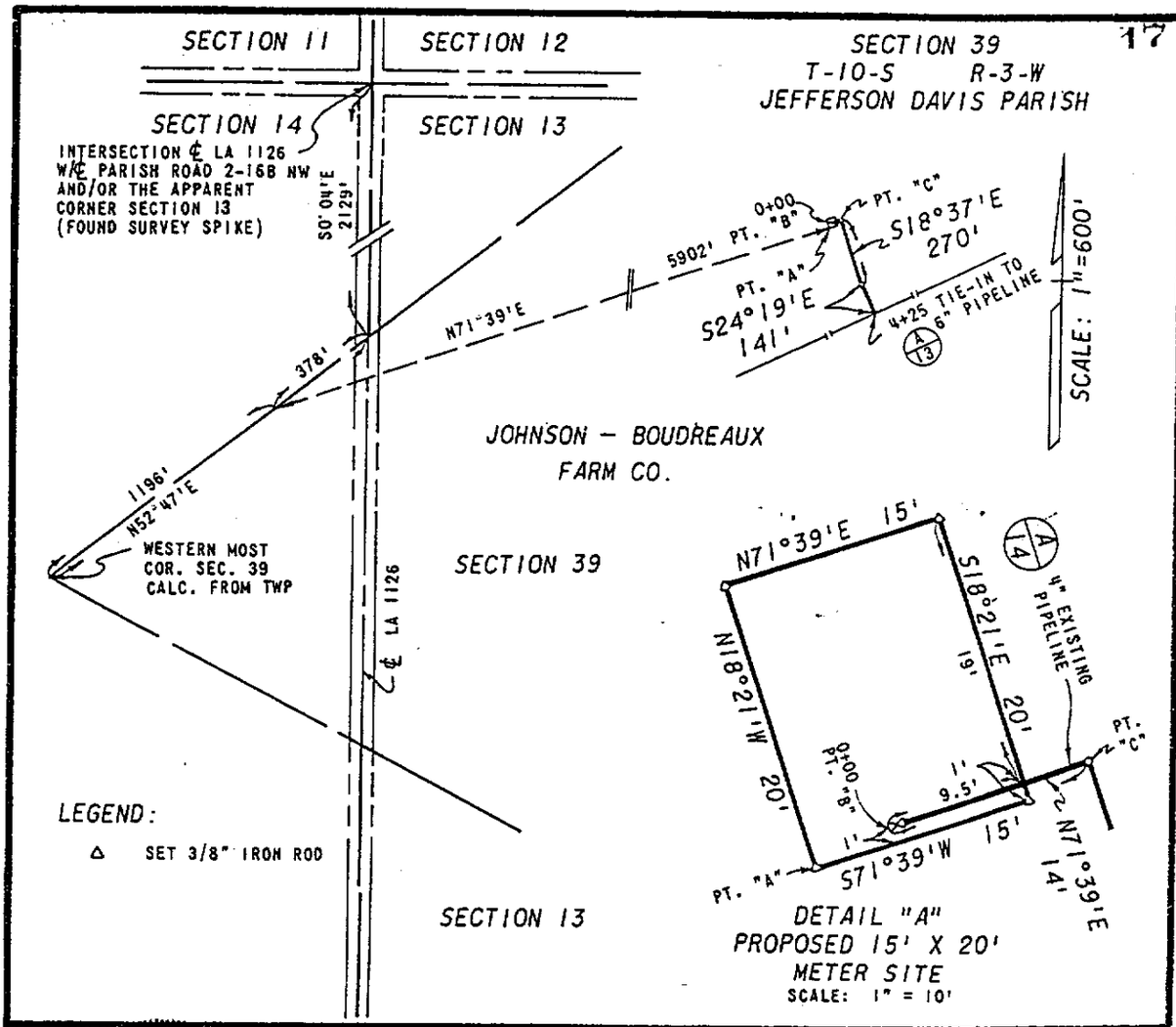
My Commission Expires:

5-18-86

Delva L Nanning
NOTARY PUBLIC

AF 15655A BATON ROUGE BLUEPRINT

17



25.76 RODS

STATE OF LOUISIANA
LINDSEY J. AUCOIN
REG. No. 474
REGISTERED PROFESSIONAL LAND SURVEYOR

PROPOSED 15' X 20' METER SITE
ON THE PROPERTY OF
JOHNSON — BOUDREAUX FARM CO.
IN SECTION 39, T-10-S, R-3-W
JEFFERSON DAVIS PARISH, LOUISIANA

AUCOIN AND ASSOCIATES, INC.
CONSULTING ENGINEERS
EUNICE, LOUISIANA

DRAFTSPERSON	KOV	DATE	2/4/86
VARITYPER	LPD	DATE	2/4/86
CHECKED	EFjr	DATE	2/4/86

DATE: 2/4/86
SCALE: AS SHOWN

ISSUE:
APPROVE:
DATE:

LOUISIANA GAS SYSTEM INC.
NATURAL GAS PRODUCTS DEPARTMENT
HOUSTON, TEXAS

DWR.

A/17

GAY B. HUFF, CLERK OF COURT
Exhibit D
Castex Development - Title and Lease History - 001410

18

465841

COUNTERPART
RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND FIVE HUNDRED FIFTY AND NO/100------- DOLLARS ($1,550.00), in hand paid, the receipt of which is hereby acknowledged, WE THE UNDERSIGNED hereinafter referred to as Grantor (whether one or more), does hereby grant unto LOUISIANA GAS SYSTEM INC., a corporation, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, alter, repair, operate, protect, replace, relay and remove or abandon in place a pipeline, for the transportation of oil and gas and products and by-products thereof, water and other substances whether hydrocarbons or not, and such drips, valves, fittings, meters, cathodic protection devices and other equipment and appurtenances as may be necessary or convenient for such operations, upon, through and under the following described land, situated in Jefferson Davis Parish, State of Louisiana, to wit:

A TRACT OF LAND SITUATED IN SECTION 39, TOWNSHIP 10 SOUTH, RANGE 3 WEST, JEFFERSON DAVIS PARISH, LA. INCLUDING A 15' X 20' METER SITE AS PER PLAT OF SURVEY PREPARED BY AUCOIN AND ASSOCIATES INC., SURVEYORS WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

together with the rights of ingress and egress to and from said line for the purpose aforesaid. Grantor to have the right fully to use and enjoy the above-described premises, except as to the rights hereinbefore granted. Grantor shall not construct or permit to be constructed any house, structures or obstructions that will interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed hereunder, nor shall Grantor change the grade over such pipeline or appurtenances.

Grantee agrees to pay any damages which may arise to crops, pasturage, timber, fences or buildings of said Grantor from the exercise of the rights herein granted.

Grantee covenants and agrees to indemnify and forever hold harmless the Grantor against each and every claim, demand, or cause of action that may be made or come against him by reason or in any way arising out of any defect, imperfection, operation, maintenance, or construction of said pipeline.

Any pipeline constructed under this grant by Grantee across lands under cultivation shall, at the time of construction thereof, of which such pipe is a part, be buried to such depth as will not interfere with such cultivation, except that at option of Grantee any such pipe may be placed above any stream, ravine, ditch, canal, or other watercourse.

This right of way agreement may be assigned by Grantee, its successors and assigns, in whole or in part, vesting in any other person, firm or corporation the ownership of one pipeline with full rights of ingress and egress for the maintenance, repair, operation, replacement and removal thereof.

It is agreed that any payment due hereunder may be made direct to Johnson-Boudreaux Farm Company.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect to the subject matter hereof not herein expressed, and this deed contains the entire contract.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

465841

RECEIVED AND FILED
1986 APR -4 AM 8:45
Gary B. Hyde
CLERK OF COURT
JEFFERSON DAVIS PARISH

WITNESS MY signature hereto in the presence of Peggy S. Bradshaw and Bill Whatley, competent witnesses, at Monroe, Louisiana, this 27 day of March, 1986.

WITNESSES:

WORRELL B. JOHNSON

ORA J. MIGUEZ

LYDIA BOUDREAUX

MAMIE C. JOHNSON

RICHARD W. JOHNSON

R. RAYMOND BRUCE

YVETTE M. LAFLEUR

ALBERT S. JOHNSON, III

SANDRA LYNN JOHNSON TRAHAN, INDIVIDUALLY AND AS AGENT AND ATTORNEY IN FACT FOR MARVEL A. JOHNSON

MILTON F. BOURDIER

ALFRED C. BOURDIER

LYNN H. BOURDIER

BERNADINE B. ZIBILICH

ROSE MARIE PETITJEAN

DAVID L. BOURDIER

Exhibit D
Castex Development - Title and Lease History - 001412

20

BERNICE F. BOUDREAUX

MARK W. BOUDREAUX

WAYNE F. BOUDREAUX

RAYNELL MARIE BRUCE KIBODEAUX

PATRICIA GAY BRUCE MOORE

Peggy Bradshaw
BCC Notary

Nelia Karen Bruce Goldman
NELIA KAREN BRUCE GOLDMAN

TRACT NO. 1 Only
NO. OF RODS 23.76
CHECK NO. 00794
CHARGE 208.00 1-3-96
Diane Johnson-Boudreaux

3 OF 3

Right of Way Agreement from Worrell B. Johnson Et Al to Louisiana Gas System Inc.(COUNTERPART)

STATE OF LOUISIANA :

PARISH OF Ouachita :

BEFORE ME, a duly commissioned and qualified Notary Public in and for said Parish and State, personally came and appeared Nelia Kay & Bruce Goldman who being duly sworn on oath, deposes and says:

That he is one of the attesting witnesses to the above and foregoing contract, and that same was duly executed in his presence and that of Peggy S. Bradshaw & Bill Whatley, the other attesting witness, by the parties thereto on the date therein stated.

Subscribed and sworn to before me at Monroe, Louisiana, on this 27th day of March, A.D. 1986.

Bobbie R. Griffin
NOTARY PUBLIC

STATE OF LOUISIANA :

PARISH OF _____ :

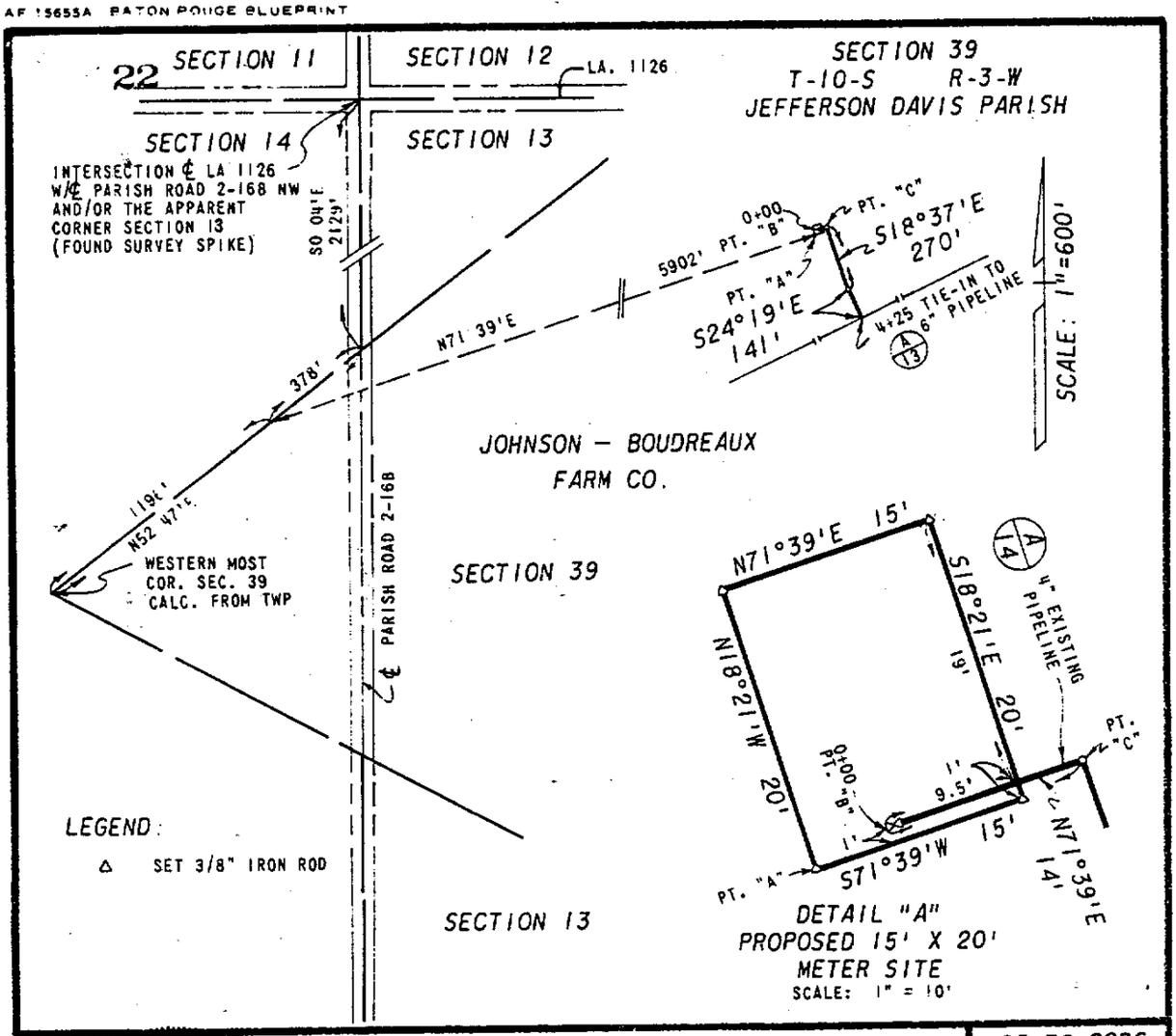
BEFORE ME, a duly commissioned and qualified Notary Public in and for said Parish and State, personally came and appeared _____ who being duly sworn on oath, deposes and says:

That he is one of the attesting witnesses to the above and foregoing contract, and that same was duly executed in his presence and that of _____, the other attesting witness, by the parties thereto on the date therein stated.

Subscribed and sworn to before me at _____, Louisiana, on this _____ day of _____, A.D. 19___.

NOTARY PUBLIC

AF 15655A BATON ROUGE BLUEPRINT



25.76 RODS

STATE OF LOUISIANA
LINDSEY J. AUCOIN
REG. No. 474
REGISTERED PROFESSIONAL LAND SURVEYOR

PROPOSED 15' X 20' METER SITE
ON THE PROPERTY OF
JOHNSON — BOUDREAUX FARM CO.
IN SECTION 39, T-10-S, R-3-W
JEFFERSON DAVIS PARISH, LOUISIANA

DATE: 2/4/86
SCALE: AS SHOWN

AUCOIN AND ASSOCIATES, INC.
CONSULTING ENGINEERS
EUNICE, LOUISIANA

DRAFTSPERSON	KOV	DATE	2/4/86
VARITYPER	LPD	DATE	2/4/86
CHECKED	EFjr	DATE	2/4/86

ISSUE:
APPROVE:
DATE:

LOUISIANA GAS SYSTEM INC.
NATURAL GAS PRODUCTS DEPARTMENT

DWR

A/117

GAY B. HUFF, CLERK OF COURT

Exhibit D

Casey Development - Title and Lease History - 001415

465842

COUNTERPART
RIGHT OF WAY AGREEMENT

23

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND FIVE HUNDRED FIFTY AND NO/100------- DOLLARS ($1,550.00), in hand paid, the receipt of which is hereby acknowledged, WE THE UNDERSIGNED hereinafter referred to as Grantor (whether one or more), does hereby grant unto LOUISIANA GAS SYSTEM INC., a corporation, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, alter, repair, operate, protect, replace, relay and remove or abandon in place a pipeline, for the transportation of oil and gas and products and by-products thereof, water and other substances whether hydrocarbons or not, and such drips, valves, fittings, meters, cathodic protection devices and other equipment and appurtenances as may be necessary or convenient for such operations, upon, through and under the following described land, situated in Jefferson Davis Parish, State of Louisiana, to wit:

A TRACT OF LAND SITUATED IN SECTION 39, TOWNSHIP 10 SOUTH, RANGE 3 WEST, JEFFERSON DAVIS PARISH, LA. INCLUDING A 15' X 20' METER SITE AS PER PLAT OF SURVEY PREPARED BY AUCOIN AND ASSOCIATES INC., SURVEYORS WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

together with the rights of ingress and egress to and from said line for the purpose aforesaid. Grantor to have the right fully to use and enjoy the above-described premises, except as to the rights hereinbefore granted. Grantor shall not construct or permit to be constructed any house, structures or obstructions that will interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed hereunder, nor shall Grantor change the grade over such pipeline or appurtenances.

Grantee agrees to pay any damages which may arise to crops, pasturage, timber, fences or buildings of said Grantor from the exercise of the rights herein granted.

Grantee covenants and agrees to indemnify and forever hold harmless the Grantor against each and every claim, demand, or cause of action that may be made or come against him by reason or in any way arising out of any defect, imperfection, operation, maintenance, or construction of said pipeline.

Any pipeline constructed under this grant by Grantee across lands under cultivation shall, at the time of construction thereof, of which such pipe is a part, be buried to such depth as will not interfere with such cultivation, except that at option of Grantee any such pipe may be placed above any stream, ravine, ditch, canal, or other watercourse.

This right of way agreement may be assigned by Grantee, its successors and assigns, in whole or in part, vesting in any other person, firm or corporation the ownership of one pipeline with full rights of ingress and egress for the maintenance, repair, operation, replacement and removal thereof.

It is agreed that any payment due hereunder may be made direct to Johnson-Boudreaux Farm Company.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect to the subject matter hereof not herein expressed, and this deed contains the entire contract.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

465842

RECEIVED AND FILED
1986 APR -4 AM 8:45

Gary B. Hyde
CLERK OF COURT

24

WITNESS one signature hereto in the presence of Susan Badike and Anthony Wright, competent witnesses, at Houston, Texas, Harris County, this 26th day of March, 1986.

WITNESSES:

WORRELL B. JOHNSON

ORA J. MIGUEZ

LYDIA BOUDREAUX

MAMIE C. JOHNSON

RICHARD W. JOHNSON

R. RAYMOND BRUCE

YVETTE M. LAFLEUR

ALBERT S. JOHNSON, III

SANDRA LYNN JOHNSON TRAHAN, INDIVIDUALLY AND AS AGENT AND ATTORNEY IN FACT FOR MARVEL A. JOHNSON

MILTON F. BOURDIER

ALFRED C. BOURDIER

LYNN H. BOURDIER

BERNADINE B. ZIBILICH

ROSE MARIE PETITJEAN

DAVID L. BOURDIER

Exhibit D
Castex Development - Title and Lease History - 001417

BERNICE F. BOUDREAUX

MARK W. BOUDREAUX

WAYNE F. BOUDREAUX

Susan Radtke

Anthony Wright

Raynell Marie Bruce Kibodeaux

RAYNELL MARIE BRUCE KIBODEAUX

PATRICIA GAY BRUCE MOORE

NELIA KAREN BRUCE GOLDMAN

TRACT NO. 1 Only
NO. OF RODS 25.76
CHECK NO. 20794
CHARGE 455.072 1-33-29L
Stark/Johnson-Boudreaux

3 OF 3

Right of Way Agreement from Worrell B. Johnson Et Al to Louisiana Gas System Inc.(COUNTERPART)

STATE OF TEXAS :

COUNTY OF _____ :

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____ 19__, personally appeared _____ to me known to be the identical person___ who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:

_____

_____
NOTARY PUBLIC

STATE OF TEXAS :

COUNTY OF _____ :

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____ 19__, personally appeared _____ to me known to be the identical person___ who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:

_____

_____
NOTARY PUBLIC

STATE OF TEXAS :

COUNTY OF Harris :

Before me, the undersigned, a Notary Public, in and for said County and State, on this 26th day of March 1986, personally appeared Raynell Marie Bruce Kilpatrick to me known to be the identical person___ who executed the within and foregoing instrument and acknowledged to me that She executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

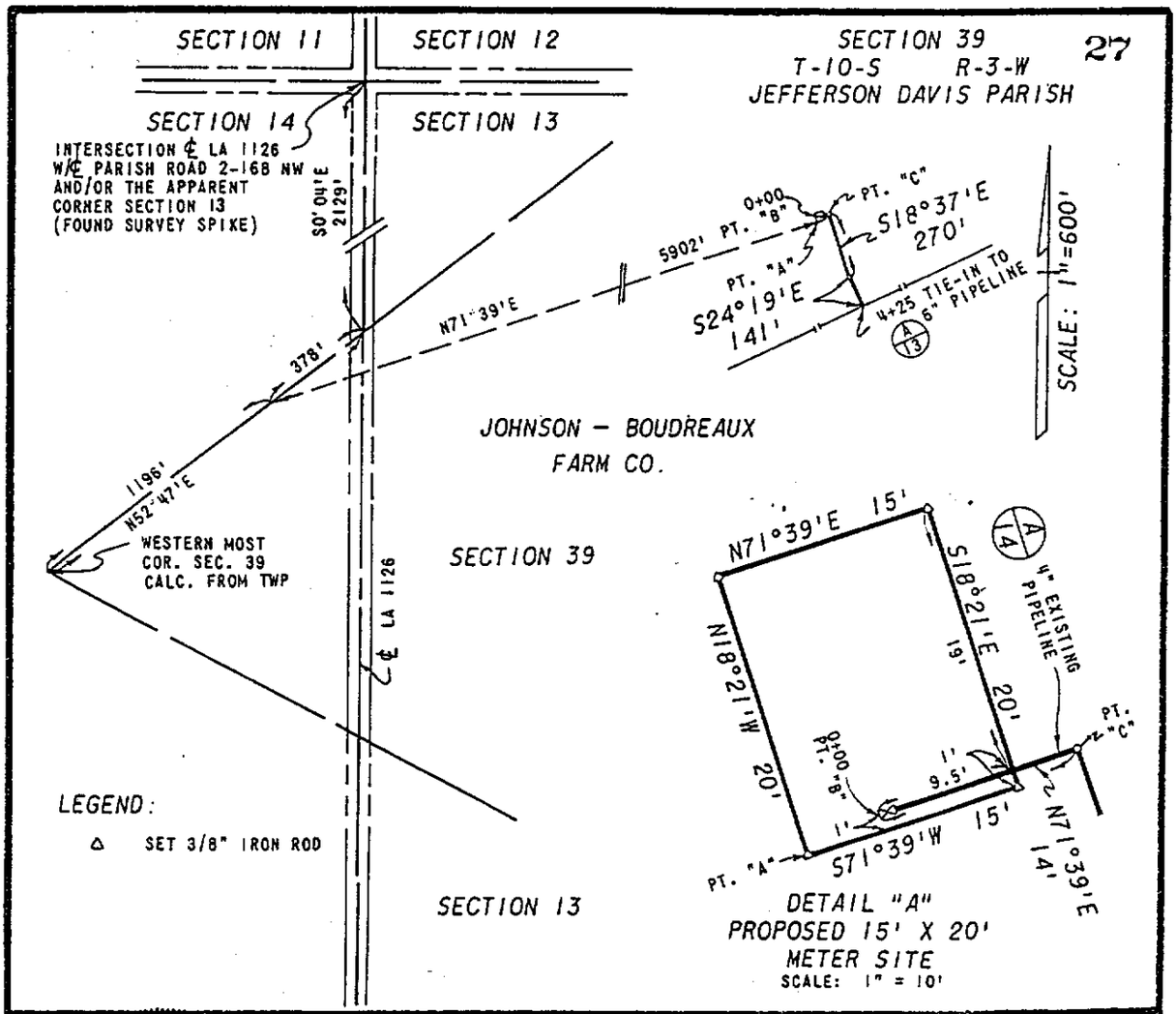
Given under my hand and seal the day and year last above written.

My Commission Expires:

October 14, 1987

Jeneane Farris
NOTARY PUBLIC

AF 15655A BATON ROUGE BLUEPRINT



25.76 RODS

STATE OF LOUISIANA
LINDSEY J. AUCOIN
REG. No. 474
REGISTERED PROFESSIONAL LAND SURVEYOR

PROPOSED 15' X 20' METER SITE
ON THE PROPERTY OF
JOHNSON — BOUDREAUX FARM CO.
IN SECTION 39, T-10-S, R-3-W
JEFFERSON DAVIS PARISH, LOUISIANA

DATE: 2/4/86
SCALE: AS SHOWN

AUCOIN AND ASSOCIATES, INC.
CONSULTING ENGINEERS
EUNICE, LOUISIANA

DRAFTSPERSON	KOV	DATE	2/4/86
VARITYPER	LPD	DATE	2/4/86
CHECKED	EFJr	DATE	2/4/86

ISSUE:
APPROVE:
DATE:

LOUISIANA GAS SYSTEM INC.
NATURAL GAS PRODUCTS DEPARTMENT
HOUSTON, TEXAS

DWR.
NO. A/17

GAY B. HUFF, CLERK OF COURT

Exhibit D

28

465843

COUNTERPART
RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND FIVE HUNDRED FIFTY AND NO/100------- DOLLARS ($1,550.00), in hand paid, the receipt of which is hereby acknowledged, WE THE UNDERSIGNED hereinafter referred to as Grantor (whether one or more), does hereby grant unto LOUISIANA GAS SYSTEM INC., a corporation, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, alter, repair, operate, protect, replace, relay and remove or abandon in place a pipeline, for the transportation of oil and gas and products and by-products thereof, water and other substances whether hydrocarbons or not, and such drips, valves, fittings, meters, cathodic protection devices and other equipment and appurtenances as may be necessary or convenient for such operations, upon, through and under the following described land, situated in Jefferson Davis Parish, State of Louisiana, to wit:

A TRACT OF LAND SITUATED IN SECTION 39, TOWNSHIP 10 SOUTH, RANGE 3 WEST, JEFFERSON DAVIS PARISH, LA. INCLUDING A 15' X 20' METER SITE AS PER PLAT OF SURVEY PREPARED BY AUCOIN AND ASSOCIATES INC., SURVEYORS WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

together with the rights of ingress and egress to and from said line for the purpose aforesaid. Grantor to have the right fully to use and enjoy the above-described premises, except as to the rights hereinbefore granted. Grantor shall not construct or permit to be constructed any house, structures or obstructions that will interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed hereunder, nor shall Grantor change the grade over such pipeline or appurtenances.

Grantee agrees to pay any damages which may arise to crops, pasturage, timber, fences or buildings of said Grantor from the exercise of the rights herein granted.

Grantee covenants and agrees to indemnify and forever hold harmless the Grantor against each and every claim, demand, or cause of action that may be made or come against him by reason or in any way arising out of any defect, imperfection, operation, maintenance, or construction of said pipeline.

Any pipeline constructed under this grant by Grantee across lands under cultivation shall, at the time of construction thereof, of which such pipe is a part, be buried to such depth as will not interfere with such cultivation, except that at option of Grantee any such pipe may be placed above any stream, ravine, ditch, canal, or other watercourse.

This right of way agreement may be assigned by Grantee, its successors and assigns, in whole or in part, vesting in any other person, firm or corporation the ownership of one pipeline with full rights of ingress and egress for the maintenance, repair, operation, replacement and removal thereof.

It is agreed that any payment due hereunder may be made direct to Johnson-Boudreaux Farm Company.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect to the subject matter hereof not herein expressed, and this deed contains the entire contract.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

465843

RECEIVED AND FILED
1986 APR -4 AM 8 46

Gay B. Hyde
CLERK OF COURT
JEFFERSON DAVIS PARISH, LOUISIANA

WITNESS My signature___ hereto in the presence of _____ and _____, competent witnesses, at Cincinnatti, OHIO, this 14 day of MARCH, 1986.

WITNESSES:

WORRELL B. JOHNSON

ORA J. MIGUEZ

LYDIA BOUDREAUX

MAMIE C. JOHNSON

RICHARD W. JOHNSON

R. RAYMOND BRUCE

YVETTE M. LAFLEUR

ALBERT S. JOHNSON, III

SANDRA LYNN JOHNSON TRAHAN, INDIVIDUALLY AND AS AGENT AND ATTORNEY IN FACT FOR MARVEL A. JOHNSON

MILTON F. BOURDIER

ALFRED C. BOURDIER

LYNN H. BOURDIER

BERNADINE B. ZIBILICH

ROSE MARIE PETITJEAN

DAVID L. BOURDIER

Exhibit D
Castex Development - Title and Lease History - 001422

30

BERNICE F. BOUDREAUX

MARK W. BOUDREAUX

WAYNE F. BOUDREAUX

RAYNELL MARIE BRUCE KIBODEAUX

PATRICIA GAY BRUCE MOORE

NELIA KAREN BRUCE GOLDMAN

TRACT NO. 1 Only
NO. OF RODS 25.26
CHECK NO. 00794
CHARGE LDS AFE 1-33-296
Starr/Johnson-Boudreaux

3 OF 3

Right of Way Agreement from Worrell B. Johnson Et Al to Louisiana Gas System Inc.(COUNTERPART)

STATE OF OHIO :

COUNTY OF _____ :

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____ 19__, personally appeared _____ to me known to be the identical person___ who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:

_____

_____
NOTARY PUBLIC

STATE OF OHIO :

COUNTY OF HAMILTON :

Before me, the undersigned, a Notary Public, in and for said County and State, on this 14th day of MARCH 19 86 personally appeared MARK W. BOUDREAUX to me known to be the identical person HE who executed the within and foregoing instrument and acknowledged to me that HE executed the same as HIS free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:

DIANNA L. GRUBENHOFF
Notary Public, State of Ohio
My Commission Expires Jan. 8, 1989

Dianna L Grubenhoff
NOTARY PUBLIC

STATE OF MICHIGAN :

COUNTY OF _____ :

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____ 19__, personally appeared _____ to me known to be the identical person___ who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

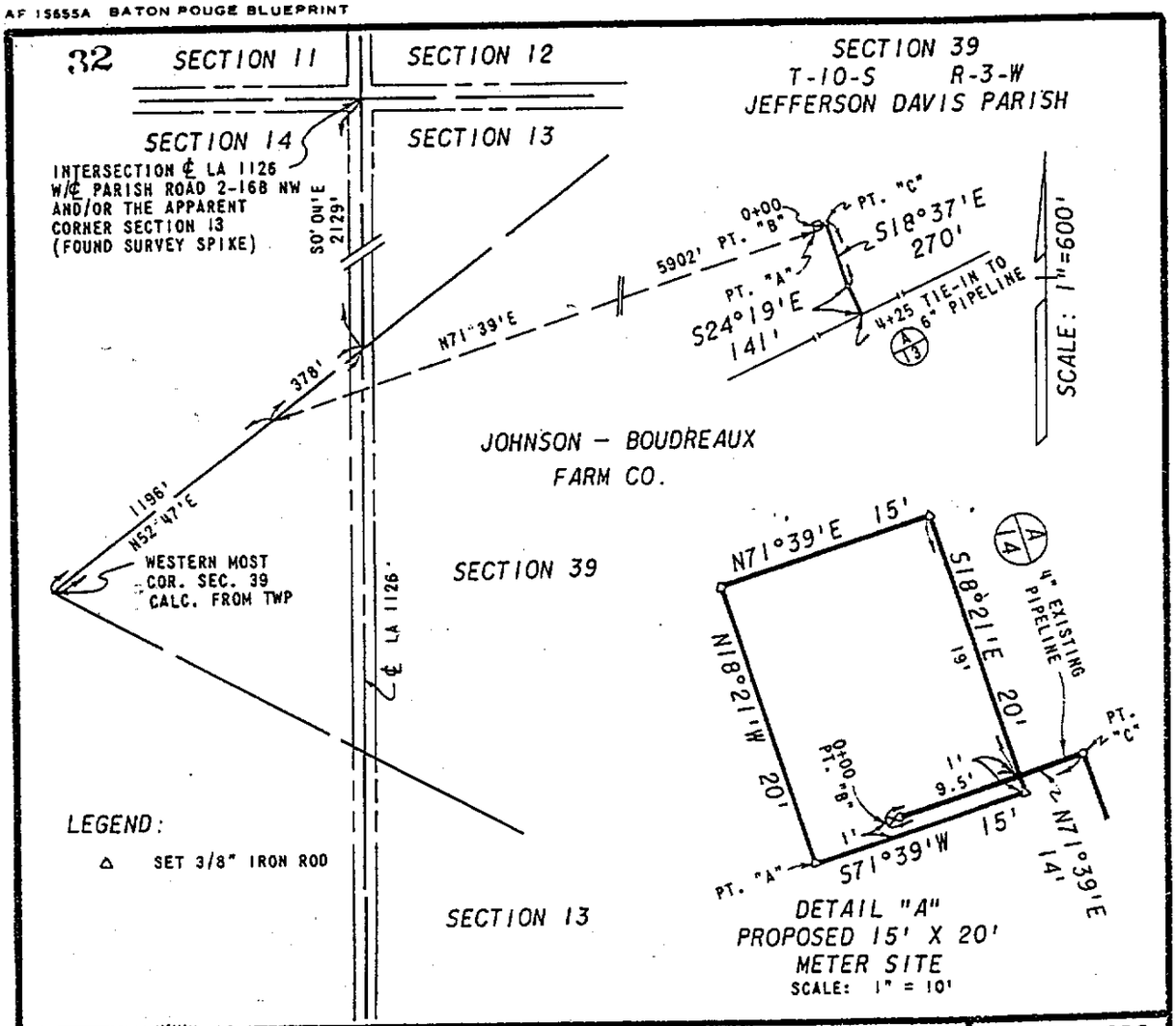
Given under my hand and seal the day and year last above written.

My Commission Expires:

_____

_____
NOTARY PUBLIC

AF 15655A BATON ROUGE BLUEPRINT



25.76 RODS

STATE OF LOUISIANA
LINDSEY J. AUCOIN
REG. No. 474
REGISTERED PROFESSIONAL LAND SURVEYOR

PROPOSED 15' X 20' METER SITE
ON THE PROPERTY OF
JOHNSON – BOUDREAUX FARM CO.
IN SECTION 39, T-10-S, R-3-W
JEFFERSON DAVIS PARISH, LOUISIANA

AUCOIN AND ASSOCIATES, INC.
CONSULTING ENGINEERS
EUNICE, LOUISIANA

DRAFTSPERSON	KOV	DATE	2/4/86
VARITYPER	LPD	DATE	2/4/86
CHECKED	EFjr	DATE	2/4/86

DATE: 2/4/86
SCALE: AS SHOWN

ISSUE:
APPROVED:
DATE:

LOUISIANA GAS SYSTEM INC.
NATURAL GAS PRODUCTS DEPARTMENT
BOOKSVILLE

DWR.
NO. A/17

GAY B. HUFF, CLERK OF COURT

465844

33

COUNTERPART
RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND FIVE HUNDRED FIFTY AND NO/100------- DOLLARS ($1,550.00), in hand paid, the receipt of which is hereby acknowledged, WE THE UNDERSIGNED hereinafter referred to as Grantor (whether one or more), does hereby grant unto LOUISIANA GAS SYSTEM INC., a corporation, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, alter, repair, operate, protect, replace, relay and remove or abandon in place a pipeline, for the transportation of oil and gas and products and by-products thereof, water and other substances whether hydrocarbons or not, and such drips, valves, fittings, meters, cathodic protection devices and other equipment and appurtenances as may be necessary or convenient for such operations, upon, through and under the following described land, situated in Jefferson Davis Parish, State of Louisiana, to wit:

A TRACT OF LAND SITUATED IN SECTION 39, TOWNSHIP 10 SOUTH, RANGE 3 WEST, JEFFERSON DAVIS PARISH, LA. INCLUDING A 15' X 20' METER SITE AS PER PLAT OF SURVEY PREPARED BY AUCOIN AND ASSOCIATES INC., SURVEYORS WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

together with the rights of ingress and egress to and from said line for the purpose aforesaid. Grantor to have the right fully to use and enjoy the above-described premises, except as to the rights hereinbefore granted. Grantor shall not construct or permit to be constructed any house, structures or obstructions that will interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed hereunder, nor shall Grantor change the grade over such pipeline or appurtenances.

Grantee agrees to pay any damages which may arise to crops, pasturage, timber, fences or buildings of said Grantor from the exercise of the rights herein granted.

Grantee covenants and agrees to indemnify and forever hold harmless the Grantor against each and every claim, demand, or cause of action that may be made or come against him by reason or in any way arising out of any defect, imperfection, operation, maintenance, or construction of said pipeline.

Any pipeline constructed under this grant by Grantee across lands under cultivation shall, at the time of construction thereof, of which such pipe is a part, be buried to such depth as will not interfere with such cultivation, except that at option of Grantee any such pipe may be placed above any stream, ravine, ditch, canal, or other watercourse.

This right of way agreement may be assigned by Grantee, its successors and assigns, in whole or in part, vesting in any other person, firm or corporation the ownership of one pipeline with full rights of ingress and egress for the maintenance, repair, operation, replacement and removal thereof.

It is agreed that any payment due hereunder may be made direct to Johnson-Boudreaux Farm Company.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect to the subject matter hereof not herein expressed, and this deed contains the entire contract.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

465844

RECEIVED AND FILED
1986 APR -4 AM 8:46
CLERK OF COURT
JEFFERSON DAVIS PARISH

34

WITNESS my signature___ hereto in the presence of _____ and _____, competent witnesses, at Cincinnatti, OHIO, this 14 day of MARCH, 1986.

WITNESSES:

_____ WORRELL B. JOHNSON

_____ ORA J. MIGUEZ

_____ LYDIA BOUDREAUX

_____ MAMIE C. JOHNSON

_____ RICHARD W. JOHNSON

_____ R. RAYMOND BRUCE

_____ YVETTE M. LAFLEUR

_____ ALBERT S. JOHNSON, III

_____ SANDRA LYNN JOHNSON TRAHAN, INDIVIDUALLY AND AS AGENT AND ATTORNEY IN FACT FOR MARVEL A. JOHNSON

_____ MILTON F. BOURDIER

_____ ALFRED C. BOURDIER

_____ LYNN H. BOURDIER

_____ BERNADINE B. ZIBILICH

_____ ROSE MARIE PETITJEAN

_____ DAVID L. BOURDIER

Exhibit D
Castex Development - Title and Lease History - 001427

* Diana L. Hudderlos
* Vicki Costello

* Bernice F. Boudreaux
BERNICE F. BOUDREAUX

MARK W. BOUDREAUX

WAYNE F. BOUDREAUX

RAYNELL MARIE BRUCE KIBODEAUX

PATRICIA GAY BRUCE MOORE

NELIA KAREN BRUCE GOLDMAN

TRACT NO. 1 Only
NO. OF RODS 25.96
CHECK NO. 00794
CHARGE LDS Gtd 1-33-2W
Stone / Johnson - Boudreaux

3 OF 3

Right of Way Agreement from Worrell B. Johnson Et Al to Louisiana Gas System Inc.(COUNTERPART)

36

STATE OF OHIO :

COUNTY OF _____ :

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____ 19__, personally appeared _____ to me known to be the identical person___ who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:

_____

_____
NOTARY PUBLIC

STATE OF OHIO :

COUNTY OF HAMILTON :

Before me, the undersigned, a Notary Public, in and for said County and State, on this 14th day of MARCH 1986, personally appeared BERNICE F. BOUDREAUX to me known to be the identical person SHE who executed the within and foregoing instrument and acknowledged to me that SHE executed the same as HER free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:

Dianna L Grubenhoff
NOTARY PUBLIC

DIANNA L. GRUBENHOFF
Notary Public, State of Ohio
My Commission Expires Jan. 8, 1989

STATE OF MICHIGAN :

COUNTY OF _____ :

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____ 19__, personally appeared _____ to me known to be the identical person___ who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

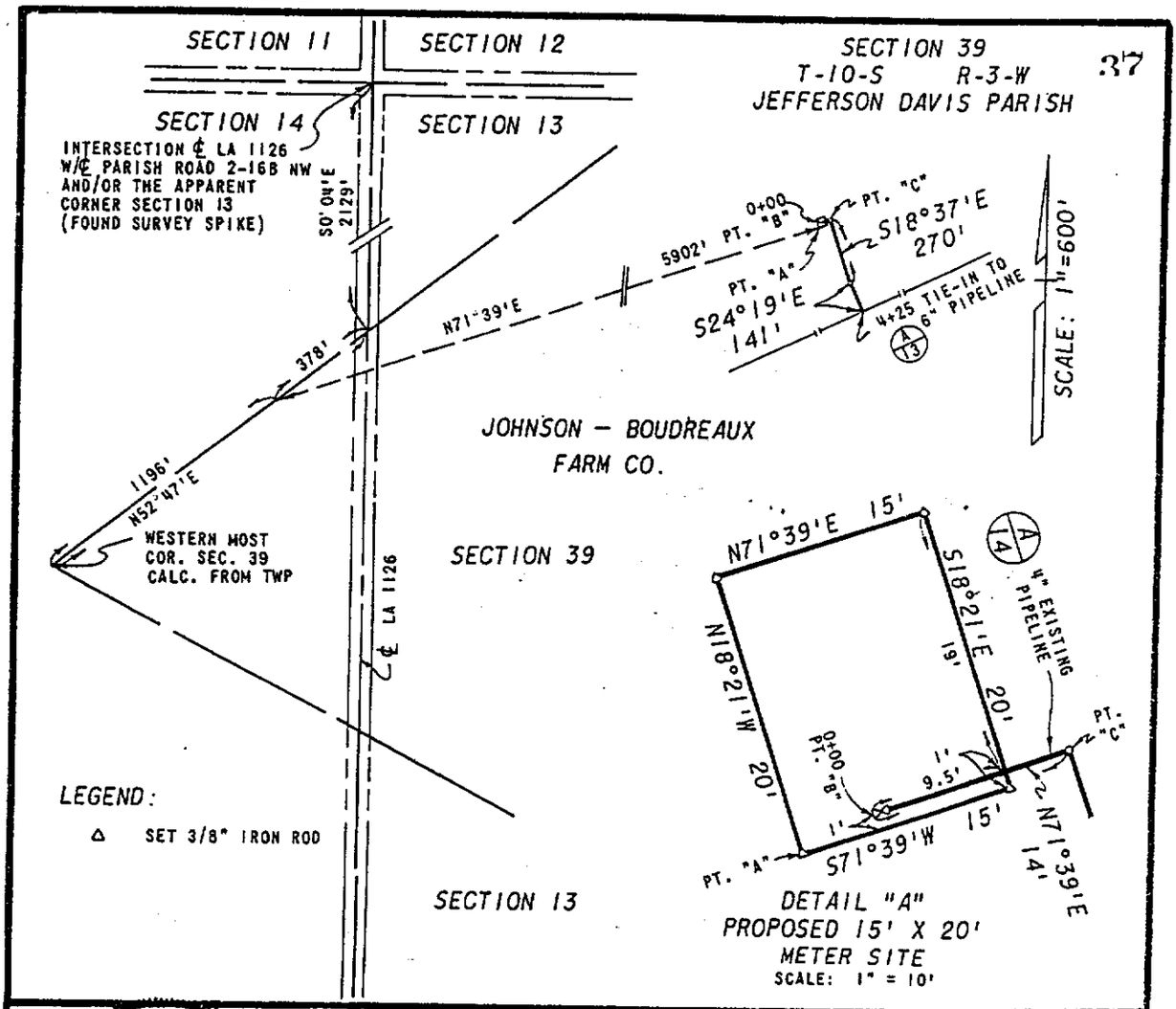
My Commission Expires:

_____

_____
NOTARY PUBLIC

AF 15655A BATON ROUGE BLUEPRINT

37



25.76 RODS

STATE OF LOUISIANA
LINDSEY J. AUCOIN
REG. No. 474
REGISTERED PROFESSIONAL
LAND SURVEYOR

PROPOSED 15' X 20' METER SITE
ON THE PROPERTY OF
JOHNSON — BOUDREAUX FARM CO.
IN SECTION 39, T-10-S, R-3-W
JEFFERSON DAVIS PARISH, LOUISIANA

DATE: 2/4/86
SCALE: AS SHOWN

AUCOIN AND ASSOCIATES, INC.
CONSULTING ENGINEERS
EUNICE, LOUISIANA

DRAFTSPERSON	KOV	DATE	2/4/86
VARITYPER	LPD	DATE	2/4/86
CHECKED	EFJr	DATE	2/4/86

ISSUE:
APPROVE:
DATE:

LOUISIANA GAS SYSTEM INC.
NATURAL GAS PRODUCTS DEPARTMENT
HOUMA, LA.

DWR.

A/LZ Exhibit D

GAY B. HUFF, CLERK OF COURT
Castex Development - Title and Lease History - 001430

38

465845

COUNTERPART
RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND FIVE HUNDRED FIFTY AND NO/100------- DOLLARS ($1,550.00), in hand paid, the receipt of which is hereby acknowledged, WE THE UNDERSIGNED hereinafter referred to as Grantor (whether one or more), does hereby grant unto LOUISIANA GAS SYSTEM INC., a corporation, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, alter, repair, operate, protect, replace, relay and remove or abandon in place a pipeline, for the transportation of oil and gas and products and by-products thereof, water and other substances whether hydrocarbons or not, and such drips, valves, fittings, meters, cathodic protection devices and other equipment and appurtenances as may be necessary or convenient for such operations, upon, through and under the following described land, situated in Jefferson Davis Parish, State of Louisiana, to wit:

A TRACT OF LAND SITUATED IN SECTION 39, TOWNSHIP 10 SOUTH, RANGE 3 WEST, JEFFERSON DAVIS PARISH, LA. INCLUDING A 15' X 20' METER SITE AS PER PLAT OF SURVEY PREPARED BY AUCOIN AND ASSOCIATES INC., SURVEYORS WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

together with the rights of ingress and egress to and from said line for the purpose aforesaid. Grantor to have the right fully to use and enjoy the above-described premises, except as to the rights hereinbefore granted. Grantor shall not construct or permit to be constructed any house, structures or obstructions that will interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed hereunder, nor shall Grantor change the grade over such pipeline or appurtenances.

Grantee agrees to pay any damages which may arise to crops, pasturage, timber, fences or buildings of said Grantor from the exercise of the rights herein granted.

Grantee covenants and agrees to indemnify and forever hold harmless the Grantor against each and every claim, demand, or cause of action that may be made or come against him by reason or in any way arising out of any defect, imperfection, operation, maintenance, or construction of said pipeline.

Any pipeline constructed under this grant by Grantee across lands under cultivation shall, at the time of construction thereof, of which such pipe is a part, be buried to such depth as will not interfere with such cultivation, except that at option of Grantee any such pipe may be placed above any stream, ravine, ditch, canal, or other watercourse.

This right of way agreement may be assigned by Grantee, its successors and assigns, in whole or in part, vesting in any other person, firm or corporation the ownership of one pipeline with full rights of ingress and egress for the maintenance, repair, operation, replacement and removal thereof.

It is agreed that any payment due hereunder may be made direct to Johnson-Boudreaux Farm Company.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect to the subject matter hereof not herein expressed, and this deed contains the entire contract.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

465845

RECEIVED AND FILED
1996 APR -4 AM 8:45
Gary B. Hyde
CLERK OF COURT
JEFFERSON DAVIS PARISH

WITNESS my signature hereto in the presence of _____ and _____, competent witnesses, at Marshall, TEXAS, this 17 day of MARCH, 1986.

WITNESSES:

WORRELL B. JOHNSON

ORA J. MIGUEZ

LYDIA BOUDREAUX

MAMIE C. JOHNSON

RICHARD W. JOHNSON

R. RAYMOND BRUCE

Laurie Dockalty

James L. Thomas

Yvette M. LaFleur
YVETTE M. LAFLEUR

ALBERT S. JOHNSON, III

SANDRA LYNN JOHNSON TRAHAN, INDIVIDUALLY AND AS AGENT AND ATTORNEY IN FACT FOR MARVEL A. JOHNSON

MILTON F. BOURDIER

ALFRED C. BOURDIER

LYNN H. BOURDIER

BERNADINE B. ZIBILICH

ROSE MARIE PETITJEAN

DAVID L. BOURDIER

Exhibit D
Castex Development - Title and Lease History - 001432

40

BERNICE F. BOUDREAUX

MARK W. BOUDREAUX

WAYNE F. BOUDREAUX

RAYNELL MARIE BRUCE KIBODEAUX

PATRICIA GAY BRUCE MOORE

NELIA KAREN BRUCE GOLDMAN

TRACT NO. 1 Only
NO. OF RODS 25.76
CHECK NO. 00794
CHARGE $138.07 E 1-33-39L
Stone/Johnson-Boudreaux

3 OF 3

Right of Way Agreement from Worrell B. Johnson Et Al to Louisiana Gas System Inc.(COUNTERPART)

STATE OF TEXAS :

COUNTY OF Harrison :

Before me, the undersigned, a Notary Public, in and for said County and State, on this 17th day of March 19 88 personally appeared YVETTE M. LAFLEUR to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:
2-6-88

Melanie White
NOTARY PUBLIC

STATE OF TEXAS :

COUNTY OF _____ :

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____ 19__, personally appeared _____ to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:

_____
NOTARY PUBLIC

STATE OF TEXAS :

COUNTY OF _____ :

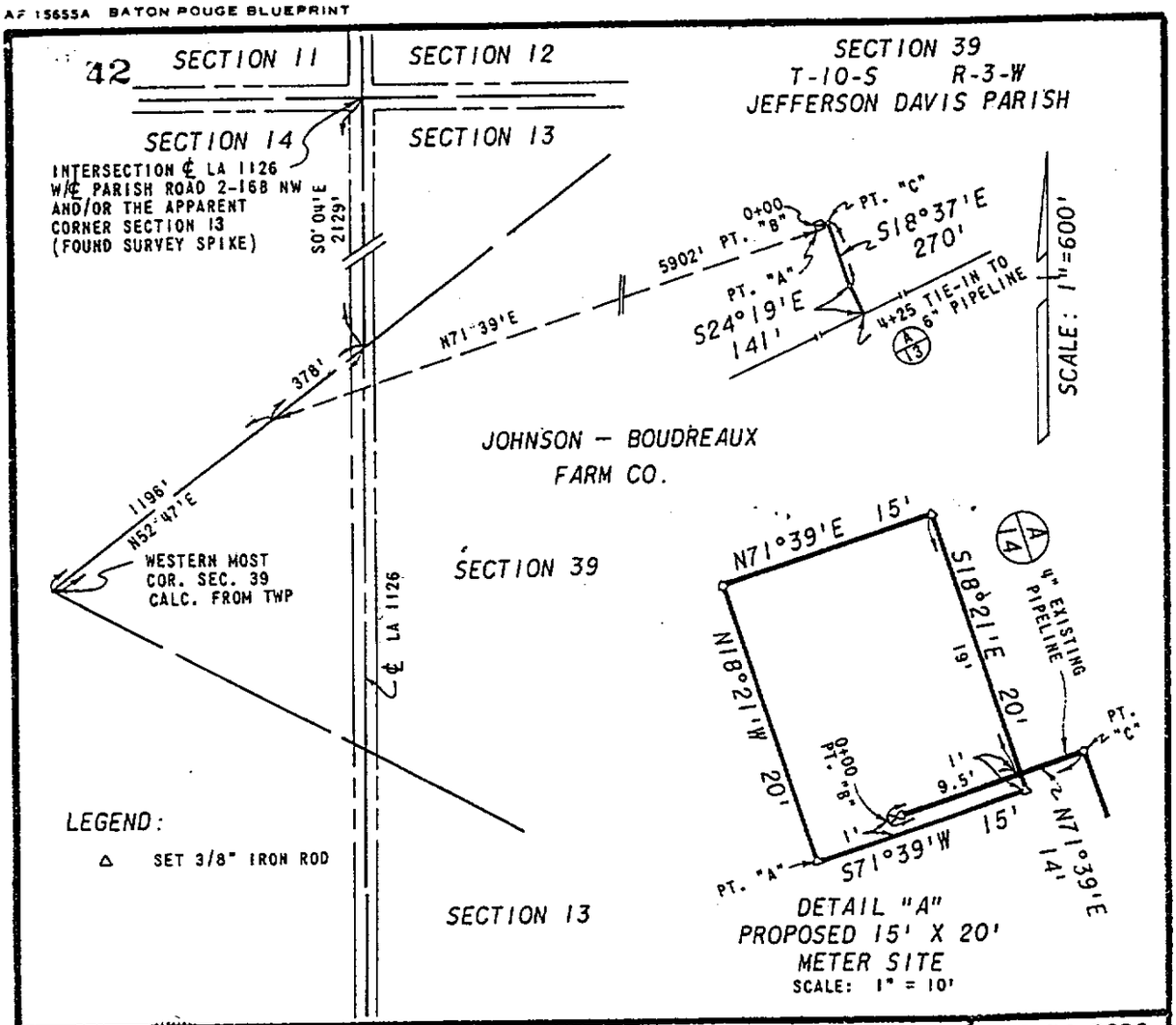
Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____ 19__, personally appeared _____ to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:

_____
NOTARY PUBLIC

AF 15655A BATON ROUGE BLUEPRINT



25.76 RODS

STATE OF LOUISIANA
LINDSEY J. AUCOIN
REG. No. 474
REGISTERED PROFESSIONAL LAND SURVEYOR

PROPOSED 15' X 20' METER SITE
ON THE PROPERTY OF
JOHNSON — BOUDREAUX FARM CO.
IN SECTION 39, T-10-S, R-3-W
JEFFERSON DAVIS PARISH, LOUISIANA

AUCOIN AND ASSOCIATES, INC.
CONSULTING ENGINEERS
EUNICE, LOUISIANA

DRAFTSPERSON	KOV	DATE	2/4/86
VARITYPER	LPD	DATE	2/4/86
CHECKED	EFJr	DATE	2/4/86

DATE: 2/4/86
SCALE: AS SHOWN

ISSUE:
APPROVE:
DATE:

LOUISIANA GAS SYSTEM INC.
NATURAL GAS PRODUCTS DEPARTMENT

DWR.

NO. A/117

GAY B. HUFF, CLERK OF COURT

Exhibit D

210

KKM:sfm (5/22/86) #34995 et al

467360

RECEIVED AND FILED
1986 JUN 25 AM 10 52
Gay B. Hughes
CLERK OF COURT
JEFFERSON DAVIS PARISH

DECLARATION OF UNITIZATION

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

THIS AGREEMENT MADE AND ENTERED INTO on this the 4th day of June, 1986, by and between Texaco Inc., a Delaware corporation, herein represented by B. J. HUGHES, its duly authorzied Attorney-in-Fact (hereinafter sometimes referred to as "Texaco") and The Stone Petroleum Corporation, a Delaware corporation, herein represented by Howard A. McKissack, its duly authorized Vice President, (hereinafter sometimes referred to as "Stone");

467360

W I T N E S S E T H

WHEREAS, Stone owns the Oil, Gas and Mineral Leases more fully described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as Leases "A" and Lease "B");

WHEREAS said Leases "A" authorize Lessee to pool or combine the acreage, royalty or mineral interest covered thereby with other land, lease or leases, royalty and mineral interests, so as to create units not exceeding substantially one hundred sixty (160) acres for each gas well for the drilling for, reworking and other operations intended to establish or restore production of Unitized Substances (defined for the purposes of this agreement as the oil, gas and other hydrocarbons which may be produced and saved from the unitized zone underlying said Pooled Unit);

WHEREAS, Lease "B" does not grant Lessee the same rights granted in Leases "A", however Texaco, Lessor in said Lease "B", joins in the execution of this instrument and by doing

ORIGINAL

so hereby ratifies and confirms this Declaration of Unitization, subject to those certain unrecorded agreements by and between Stone and Texaco, dated June 4, 1985, August 5, 1985 and February 24, 1986;

WHEREAS, Texaco desires to consent, insofar as its interest is concerned, to the pooling and combining of portions of the property covered by Lease "B" with portions of the other oil, gas and mineral leases described in Exhibit "A" hereof, and Stone desires to declare the pooling and combining of portions of the property covered by the oil, gas and mineral leases described in Exhibit "A" hereof, less and except the property covered by said Lease "B", for the unit operation of the Unitized Zone (as hereinafter defined), for the purpose of more efficiently and economically developing, producing from and operating upon the hereinafter described Unit, and in order to prevent surface and underground waste and the drilling of unnecessary wells, to conserve and utilize the natural production energies in said Unitized Zone, to obtain the greatest ultimate recovery of Unitized Substances (which is defined for the purposes of this agreement as the gas and condensate which may be produced and saved from the Unitized Zone underlying said Unit), to promote maximum conservation, and to insure to each of the parties its fair share of Unitized Substances, all in accordance with the provisions of said oil, gas and mineral leases.

NOW, THEREFORE, in consideration of the premises and of the mutual benefits to accrue hereunder and pursuant to the provisions of Lease "B", Texaco does hereby consent to and approve of, insofar as its interest is concerned, the pooling and unitization of a portion of said Lease with portions of the other oil, gas and mineral leases described in Exhibit "A" hereof, and the mineral, royalty and overriding royalty rights thereunder, which lie within the area shown and described on the plat entitled "The

Stone Petroleum Corporation-R. R. Bruce et al No. 1 Voluntary Unit, dated March 14, 1986, revised April 8, 1986, which is attached hereto and made a part hereof as Exhibit "B", insofar, but only insofar as said oil, gas and mineral leases and the mineral, royalty and overriding royalty rights thereunder pertain to the exploration, development and production of Unitized Substances from said Unitized Zone (being that certain sand encountered between electric log depths of 12,492 feet and 12,497 feet in the Stone-R. R. Bruce Well No. 1, located in Section 17, Township 10 South, Range 2 West, Jefferson Davis Parish, Louisiana, said sand being known as the Marg Tex Sand), said unit created hereunder to be hereinafter referred to as "Pooled Unit". Stone does hereby declare, pursuant to the provisions of the other oil, gas and mineral leases described in Exhibit "A" hereof, the pooling and unitization of portions of the said oil, gas and mineral leases and the mineral, royalty and overriding royalty rights thereunder, which lie within the hereinabove described Pooled Unit.

It is understood and agreed that for all purposes hereof the said Pooled Unit shall be considered as comprising 160.000 acres, of which 25.723 acres shall be considered as being covered by and included in Lease "B" and 134.277 acres shall be considered as being covered by and included in the other oil, gas and mineral leases described in Exhibit "A" hereof and that in lieu of the royalties, overriding royalties or other payments which would accrue to Texaco on production from property covered by said Lease, located within such Pooled Unit, Texaco shall receive, on account of any such production regardless of whether or not any such production is from any part of the property covered by the said Lease located within said Pooled Unit, a royalty equal to that proportion of the total royalty stipulated

Exhibit D
Castex Development - Title and Lease History - 001438

in said Lease, which the number of acres covered by said Lease, included in the Pooled Unit, bears to the total acreage in said Pooled Unit.

It is recognized that all or a portion or portions of said Pooled Unit may be included within new or revised drilling and/or production units created by order of the Department of Conservation for the State of Louisiana. In the event any such units are so established which include a portion or portions of said Pooled Unit, it is agreed that the party or parties who contribute the lands and leases to such portion or portions of said Pooled Unit which are included in such new or revised units shall be given full credit for such lands and leases in such new or revised units, and such lands and leases shall not be considered to have been contributed by all of the parties to this agreement; it being understood that the participation in the new or revised units shall be determined without regard to this Declaration of Unitization as though same had never been executed.

In the event production of Unitized Substances from said Pooled Unit should cease once placed on production, this agreement shall terminate ninety (90) days after such cessation of production; provided, however, that if reworking operations or operations for the drilling of another well in search of Unitized Substances are commenced on said Pooled Unit within such ninety (90) day period, this agreement shall remain in full force and effect so long as such operations are being conducted thereon without cessation of more than ninety (90) days between the abandonment of one well and the reworking of the same well or the commencement of operations for the drilling of another well until production of Unitized Substances is established or re-established.

It is further understood and agreed that nothing herein contained shall in any manner whatsoever be construed to impose

Exhibit D
Castex Development - Title and Lease History - 001439

any obligation upon Stone to conduct any drilling or reworking operations on said Pooled Unit. Such obligations, if any, shall be determined and governed solely by the terms, conditions and provisions of each of said Leases.

All of the terms, provisions and conditions of this agreement are hereby made subject to all laws, rules, orders and regulations of any duly constituted authority, State or Federal, having jurisdiction in the premises.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and date first hereinabove written.

WITNESSES:

THE STONE PETROLEUM CORPORATION

By _____
Howard A. McKissack
Vice President

TEXACO Inc.

By _____
Attorney in Fact

Exhibit D
Castex Development - Title and Lease History - 001440

LOUISIANA UNIFORM CORPORATE ACKNOWLEDGMENT

STATE OF Louisiana)
Parish OF Lafayette)

On this 17th day of June, 1986, before me appeared Howard A. McKissack, to me personally known, who, being by me duly sworn, did say that he is the Vice President of THE STONE PETROLEUM CORPORATION and that said instrument was signed in behalf of said corporation by authority of its board of directors and said Vice President acknowledged said instrument to be the free act and deed of said corporation and that the corporation has no corporate seal.

WITNESS my hand and official seal this 17th day of June, 1986.

My Commission Expires:

upon death

Madonna E. Arnaud
Notary Public in and for the
Parish of Lafayette
State of Louisiana

LOUISIANA CORPORATE ACKNOWLEDGMENT
FOR TEXACO Inc.

STATE OF LOUISIANA)
PARISH OF ORLEANS)

On this 4th day of June, 1986, before me appeared B. J. HUGHES, to me personally known, who, being by me duly sworn, did say that he is the Attorney in Fact of Texaco Inc., and that the foregoing instrument was signed in behalf of the corporation by authority of its Board of Directors, and that he acknowledged the instrument to be the free act and deed of the corporation.

Gerianne P. Augustin
NOTARY PUBLIC

GERIANNE P. AUGUSTIN
NOTARY PUBLIC
Parish of Orleans, State of Louisiana
My Commission is issued for Life.

J/B FARMS PROSPECT
JEFFERSON DAVIS PARISH
LOUISIANA

EXHIBIT "A"

Attached to and made a part of that certain Declaration of Unitization dated June 4, 1986, by and between The Stone Petroleum Corporation and Texaco Inc.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	GROSS ACRES	RECORDING INFORMATION BOOK	PAGE	ENTRY NO.
LEASES "A"							
85-472-06.A	Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	193.86	595		456385
85-472-06.B	Bernice Foreman Boudreaux	Maranatha Minerals Corp.	01/23/84	193.86	595		456387
85-472-06.C	Mark W. Boudreaux	Maranatha Minerals Corp.	01/23/84	193.86	595		456389
85-472-06.D	Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	193.86	595		456388
85-472-06.E	Albert Sidney Johnson	Maranatha Minerals Corp.	01/23/84	193.86	595		456386
85-472-07.A	Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	122.63	595		456390
85-472-07.B	Bernice Foreman Boudreaux	Maranatha Minerals Corp.	01/23/84	122.63	595		456392
85-472-07.C	Mark W. Boudreaux	Maranatha Minerals Corp.	01/23/84	122.63	595		456394
85-472-07.D	Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	122.63	595		456393
85-472-07.E	Albert Sidney Johnson	Maranatha Minerals Corp.	01/23/84	122.63	595		456391

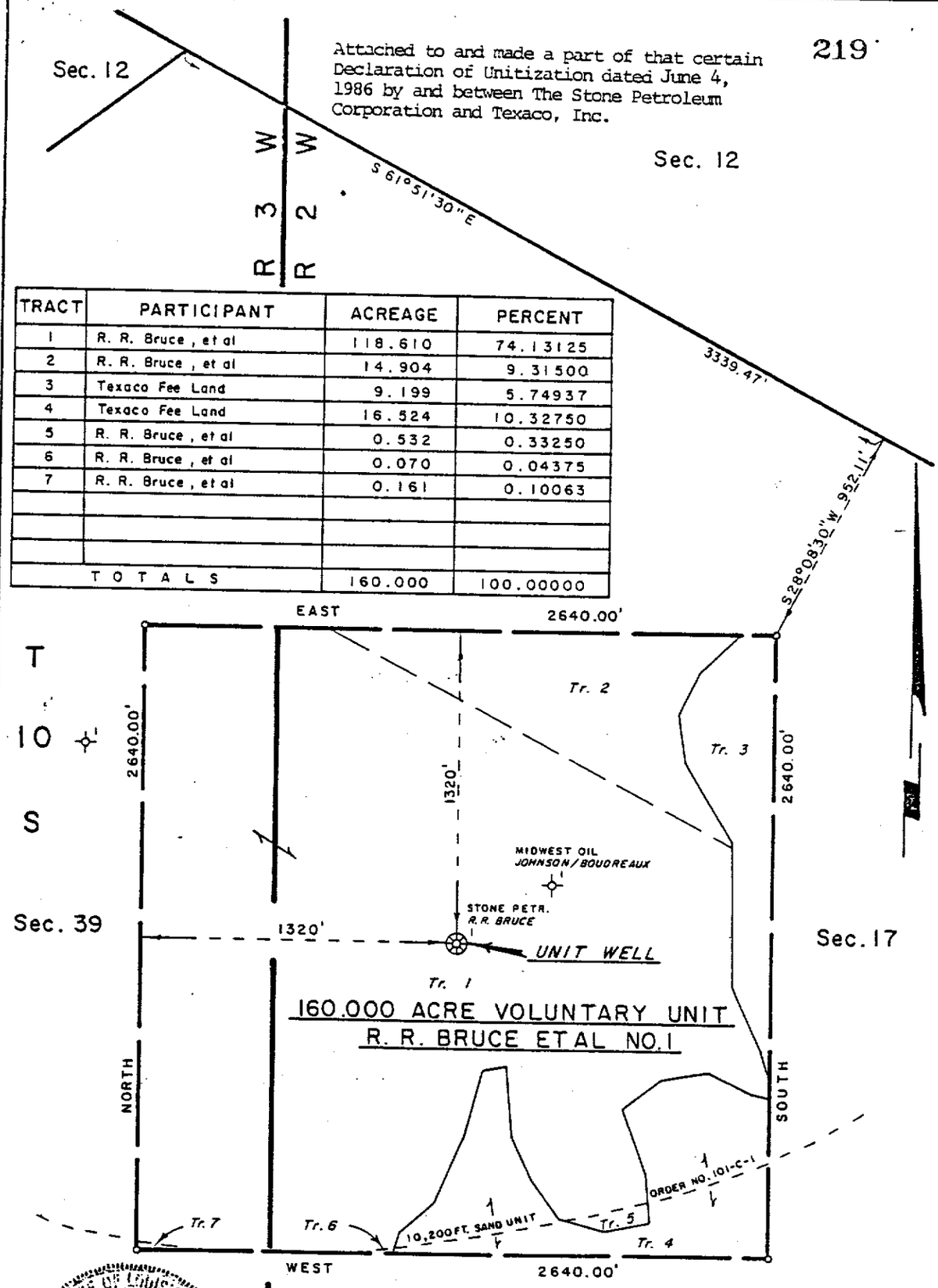
Exhibit D
Castex Development - Title and Lease History - 001443

LEASE NO.	LESSOR	LESSEE	LEASE DATE	GROSS ACRES	RECORDING INFORMATION BOOK	PAGE	ENTRY NO.
85-472-09.A	Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84 Eff. 7/22/84	450.84	595		456384
85-472-09.B	Bernice Foreman Boudreaux	Maranatha Minerals Corp.	01/23/84 Eff. 7/22/84	450.84	595		456381
85-472-09.C	Mark W. Boudreaux	Maranatha Minerals Corp.	01/23/84 Eff. 7/2/84	450.84	595		456383
85-472-09.D	Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84 Eff. 7/22/84	450.84	595		456382
85-472-09.E	Albert Sidney Johnson	Maranatha Minerals Corp.	01/23/84 Eff. 7/22/84	450.84	595		456380
LEASE "B"							
85-472-13	Texaco Inc.	The Stone Petroleum Corporation	06/04/85	328			

Exhibit D.
Castex Development - Title and Lease History - 001444

219

Attached to and made a part of that certain Declaration of Unitization dated June 4, 1986 by and between The Stone Petroleum Corporation and Texaco, Inc.



STATE OF LOUISIANA
KENNETH FONTENOT
Reg. No. 4428
REGISTERED PROFESSIONAL LAND SURVEYOR

Kenneth Fontenot

REGISTERED LAND SURVEYOR NO. 4428
STATE OF LOUISIANA
JOHN E. CHANCE & ASSOCIATES, INC.

EXHIBIT "B"

THE STONE PETROLEUM CORPORATION
160.000 ACRE VOLUNTARY UNIT
MERMENTAU FIELD
[illegible] DAVIS PARISH, LOUISIANA

500' 0' 500'

Rev. APRIL 8, 1986
MARCH 14, 1986

GAY B. HUFF, CLERK OF COURT

Exhibit D
Contex Development - Title and Lease History - 00145

470151

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RECEIVED AND FILED

STATE OF LOUISIANA 1985 NOV 13 PM 4:23

Gay B. Hayes *

LEASE AGREEMENT

PARISH OF JEFFERSON DAVIS CLERK OF COURT JEFFERSON DAVIS PARISH *

KNOW ALL MEN BY THESE PRESENTS, that:

This contract of lease and agreement is entered into by and between:

WORRELL B. JOHNSON, of full age of majority, whose mailing address is 710 Comfort Lane, Jennings, La. 70546;

ORA J. MIGUEZ, of full age of majority, whose mailing address is 114 Davies Street, Jennings, La. 70546;

LYDIA BOUDREAUX, of full age of majority, whose mailing address is 1313 10th Street, Lake Charles, La. 70601;

MAMIE C. JOHNSON, of full age of majority, whose mailing address is P. O. Box 162, Welsh, La. 70591;

RICHARD W. JOHNSON, of full age of majority, whose mailing address is P. O. Box 190, Welsh, La. 70591;

R. RAYMOND BRUCE, of full age of majority, whose mailing address is 439 E. Academy, Jennings, La. 70546;

YVETTE M. LaFLEUR, of full age of majority, whose mailing address is 2305 Palato Drive, Marshall, Texas 75670;

ALBERT S. JOHNSON, III, of full age of majority, whose mailing address is 7805 Windfont, Parker, Co. 80134;

SANDRA LYNN JOHNSON TRAHAN, of full age of majority, whose mailing address is 230 Village Lane, Lafayette, La. 70506, individually, and as agent and attorney in fact for MARVEL A. JOHNSON;

MILTON F. BOURDIER, of full age of majority, whose mailing address is 13270 Web Lane, Sugarland, Texas 77478;

ALFRED C. BOURDIER, of full age of majority, whose mailing address is Route 11, Box 932, Lake Charles, La. 70611;

LYNN H. BOURDIER, of full age of majority, whose mailing address is 416 Julius Street, Lake Charles, La. 70601;

BERNADINE B. ZIBILICH, of full age of majority, whose mailing address is 125 Valentine, Avondale, La. 70094;

ARNETTE & RILEY
ATTORNEYS and COUNSELORS
P. O. BOX 1188
JENNINGS, LOUISIANA 70546
Telephone: (318) 824-1111

470151

ROSE MARIE PETITJEAN, of full age of majority, whose mailing address is 1451 Chateau Circle N., Lake Charles, La. 70605;

DAVID L. BOURDIER, of full age of majority, whose mailing address is P. O. Box 762, Patterson, La. 70392;

BERNICE F. BOUDREAUX, of full age of majority, whose mailing address is 3801 East Galbraith, Apt. 105, Cincinnati, Ohio 45236;

MARK W. BOUDREAUX, of full age of majority, whose mailing address is 2601 Petworth Court, Cincinnati, Ohio 45236;

WAYNE F. BOUDREAUX, of full age of majority, whose mailing address is 1165 Ivanhoe Drive, No. Muskegon, Michigan 49445;

RAYNELL MARIE BRUCE KIBODEAUX, of full age of majority, whose mailing address is 1641 Prairie Mark, Houston, Texas 77077;

PATRICIA GAY BRUCE HUFF, of full age of majority, whose mailing address is 214 Morton Street, Jennings, La. 70546;

NELIA KAREN BRUCE GOLDMAN, of full age of majority, whose mailing address is 2410 Pinehurst, Monroe, La. 71201,

hereinafter referred to as "Lessors" and,

CASTEX SYSTEMS, INC., a Louisiana corporation, domiciled in Jefferson Davis Parish, La., represented herein by its duly authorized President, JAMES E. NUGENT,

herein after referred to as "Lessee", as follows, to-wit:

I.

Lessors hereby lease unto Lessee the following described property located in Jefferson Davis Parish, Louisiana, to-wit:

That certain 50 acre tract of land located in Section 17, Township 10 South, Range 2 West, La. Mer., described as Beginning at a 1/4" Rod in the North line of Section 17, South 62 degrees 06'20" East a distance of 1,167.31 feet from the Northwest corner of said Section 17; thence South 61 degrees 49'32" East a distance of 1,119.27 feet to a 1/4" iron rod; thence South 61 degrees 41'03" East a distance of 1,137.77 feet to an iron pipe set for corner; thence South 41 degrees 07'34" West a distance of 1,017.73 feet to an iron pipe set for corner; thence North 71 degrees 29'41" West a distance of 1,585.27 feet to an iron pipe set for corner; thence North 18 degrees 30'16" East a distance of 481.66 feet to an iron pipe set for corner; thence North 19 degrees 38'59" West a distance of 445.06 feet to a 3/4" iron pipe for corner; thence North 18 degrees 21'38" East a distance of 100.03 feet to a 3/4" iron pipe for corner; thence South 71 degrees 29'30" East a distance of 22.21 feet to a point for corner; thence North 19 degrees 16'24" East a distance of 389.67 feet to the place of beginning containing 50.00 acres as per plat of survey prepared by James W. Wingfield, Jr., Registered Land Surveyor, dated September 10, 1984, revised October 9, 1984, which is recorded in Conveyance Book 590 at page 439, records of Jefferson Davis Parish.

520

II.

This lease shall also include the use of the road leading to the leased premises from Louisiana Highway 1126. Lessee obligates itself to maintain the road.

III.

This lease is for the purpose of using the well located thereon known as the Delta Well #1 as a salt water disposal well and the storage of drilling fluids, together with the surface of the leased premises for oilfield mud disposal.

IV.

This lease is for a term of 10 years beginning November 15, 1989, and ending November 14, 1999.

V.

The yearly rental is $20,000.00 per year payable in advance and is to be deposited in the Jeff Davis Bank, Jennings, Louisiana to the account of the Johnson Boudreaux Farm on or before November 15 of the rental year.

VI.

Lessors will not be responsible for any damages of any sort to any persons or property, however occasioned; and Lessee shall hold Lessors harmless from any claims by or liability arising out of the use of the leased premises and road by Lessee. Lessee shall carry public liability on the leased premises in the minimum amount of $1,000,000.00 for each occurrence.

VII.

Should Lessee at any time violate any of the conditions of this lease or fail to comply with any of Lessee's obligations hereunder, or fail to pay the rent at maturity, as stipulated, or upon the filing of a bankruptcy, receivership or respite petition by or against Lessee, or upon Lessee's suspension, failure or insolvency, the rent for the whole unexpired term of this lease shall, without putting Lessee in default, at once become due and exigible, and in such event, Lessor shall have the option either at once to demand the entire rent for the whole term or to immediately cancel this lease, without putting Lessee in default; Lessee to remain responsible for all damages or losses suffered by Lessor; Lessee hereby assenting thereto and expressly waiving

the legal notice to vacate the premises. Failure to strictly and promptly enforce these conditions shall not operate as a waiver of Lessors' rights, Lessors expressly reserving the right to always enforce prompt payment of the rent or to cancel this lease regardless of any indulgences or extensions previously granted. Failure to comply with any condition or obligation of this lease shall make Lessee liable for any loss of damage sustained by Lessors.

VIII.

Lessee agrees to pay reasonable attorneys fees and court costs should it become necessary for Lessors to employ an attorney to recover the rent, or for or on account of any breach of, or to enforce or interpret any of the provisions of this lease, or for the recovery of the possession of the leased premises.

IX.

At the termination of this lease, Lessee agrees to restore the premises to their original condition as near as practicable, including but not limited to the removal of all pipes, buildings, the filling in of all pits and the leveling of all levees.

X.

This agreement may be executed in multiple counterparts, each of which shall be an original document binding upon the party or parties so signing.

IN TESTIMONY WHEREOF, Lessors and Lessee have executed this instrument in the presence of the undersigned competent witnesses, on the dates and at the places set forth in the acknowledgments.

WITNESSES:

Worrell B. Johnson

Worrell B. Johnson

522

Linda A. LeBlanc

Elizabeth C. Gautreaux

Ora J. Miguez

Ora J. Miguez

Lydia Boudreaux

Mamie C. Johnson

Dora C. Johnson

Richard W. Johnson

Richard W. Johnson

Dorothy Mc. Bryson

R. Raymond Bruce

Yvette M. LaFleur

Albert S. Johnson, III

Sandra Lynn Johnson Trahan, Individually and as agent and attorney in fact for Marvel A. Johnson

Milton F. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine B. Zibilich

Rose Marie Petitjean

David L. Bourdier

Bernice F. Boudreaux

Mark W. Boudreaux

Barbara L. Bray

Delois Malone

Wayne F. Boudreaux

Raynell Marie Bruce Kibodeaux

Patricia Gay Bruce Huff

Nelia Karen Bruce Goldman

Linda A. LeBlanc

Alma Bertrand

CASTEX SYSTEMS, INC.

BY: James E. Nugent,
President

524

STATE OF MICHIGAN

COUNTY OF Muskegon

On this 6th day of October, 1986, before me personally appeared:

WAYNE F. BOUDREAUX

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

Barbara L. Bray
NOTARY PUBLIC
Barbara L. Bray

My commission expires January 15, 1989.

Laura M. Granger

Barbara L. O'Quinn

Rose Marie Petitjean

Rose Marie Petitjean

David L. Bourdier

Bernice F. Boudreaux

Mark W. Boudreaux

Wayne F. Boudreaux

Raynell Marie Bruce Kibodeaux

Patricia Gay Bruce Huff

Nelia Karen Bruce Goldman

CASTEX SYSTEMS, INC.

BY: _____
James E. Nugent,
President

526

STATE OF LOUISIANA

PARISH OF Louisiana

On this 24th day of February, 1986, before me personally appeared:

ROSE MARIE PETITJEAN

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

NOTARY PUBLIC

My commission expires at death.

Rose Marie Petitjean

Mrs. Ruth Campbell

David L. Bourdier

Irene B. Hanuschuau

David L. Bourdier

Bernice F. Boudreaux

Mark W. Boudreaux

Wayne F. Boudreaux

Raynell Marie Bruce Kibodeaux

Patricia Gay Bruce Huff

Nelia Karen Bruce Goldman

CASTEX SYSTEMS, INC.

BY: _____
James E. Nugent,
President

528

STATE OF LOUISIANA
PARISH OF ST. MARY

On this 22 day of February, 1986, before me personally appeared:

DAVID L. BOURDIER

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

NOTARY PUBLIC

My commission expires 1991.

Ora J. Miguez

Susan Morhat

Lydia Boudreaux

Laura M. Granger

Mamie C. Johnson

Richard W. Johnson

R. Raymond Bruce

Yvette M. LaFleur

Albert S. Johnson, III

Sandra Lynn Johnson Trahan, Individually and as agent and attorney in fact for Marvel A. Johnson

Milton F. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine B. Zibilich

530

STATE OF LOUISIANA

PARISH OF Calcasieu

On this 24th day of February, 1986, before me personally appeared:

LYDIA BOUDREAUX

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Joyce L. Harrington
NOTARY PUBLIC

My commission expires At death.

Ora J. Miguez

Lydia Boudreaux

Mamie C. Johnson

Richard W. Johnson

R. Raymond Bruce

Yvette M. LaFleur

Albert S. Johnson, III

Sandra Lynn Johnson Trahan, Individually and as agent and attorney in fact for Marvel A. Johnson

Milton F. Bourdier

Dionne Humphery

Barbara O'Quinn

Alfred C. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine B. Zibilich

532

STATE OF LOUISIANA

PARISH OF Lafourche

On this 21st day of February, 1986, before me personally appeared:

ALFRED C. BOURDIER

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

My commission expires at death.

Ora J. Miguez

Lydia Boudreaux

Mamie C. Johnson

Richard W. Johnson

Linda A. LeBlanc

Elizabeth C. Gauthreaux

R. Raymond Bruce

Yvette M. LaFleur

Albert S. Johnson, III

Sandra Lynn Johnson Trahan, Individually and as agent and attorney in fact for Marvel A. Johnson

Milton F. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine B. Zibilich

534

STATE OF LOUISIANA
PARISH OF Jefferson Davis

On this 13 day of October, 1986, before me personally appeared:

R. RAYMOND BRUCE

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

My commission expires WITH LIFE.

Rose Marie Petitjean

David L. Bourdier

Bernice F. Boudreaux

Mark W. Boudreaux

Wayne F. Boudreaux

Susan Radike

Roy Ann Steers

Raynell Marie Bruce Kibodeaux

Patricia Gay Bruce Huff

Nelia Karen Bruce Goldman

CASTEX SYSTEMS, INC.

BY: _____
James E. Nugent,
President

536

STATE OF TEXAS

COUNTY OF Harris

On this 24th day of February, 1986, before me personally appeared:

RAYNELL MARIE BRUCE KIBODEAUX

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

Teresa Torres
NOTARY PUBLIC

My commission expires Oct 13, 1987.

Rose Marie Petitjean

David L. Bourdier

Bernice F. Boudreaux

Mark W. Boudreaux

Wayne F. Boudreaux

Raynell Marie Bruce Kibodeaux

Patricia Gay Bruce Huff

Henry W Cagle

Janie K. Barefield

Nelia Karen Bruce Goldman

CASTEX SYSTEMS, INC.

BY: _____
James E. Nugent,
President

538

STATE OF LOUISIANA
PARISH OF Ouachita

On this 24th day of February, 1986, before me personally appeared:

NELIA KAREN BRUCE GOLDMAN

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

Bobbie R. Griffin
NOTARY PUBLIC

My commission expires At death.

Ora J. Miguez

Lydia Boudreaux

Mamie C. Johnson

Richard W. Johnson

R. Raymond Bruce

Yvette M. LaFleur

Albert S. Johnson, III

Sandra Lynn Johnson Trahan, Individually and as agent and attorney in fact for Marvel A. Johnson

Milton F. Bourdier

Alfred C. Bourdier

Eva C. Bourdier

Lynn H. Bourdier

Paul D Cantu

Bernadine B. Zibilich

540

STATE OF LOUISIANA
PARISH OF Calcasieu

On this 24th day of February, 1986, before me personally appeared:

LYNN H. BOURDIER

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

June S. Mathews
NOTARY PUBLIC

My commission expires at death.

Ora J. Miguez

Lydia Boudreaux

Mamie C. Johnson

Richard W. Johnson

R. Raymond Bruce

Yvette M. LaFleur

Albert S. Johnson, III

Sandra Lynn Johnson Trahan, Individually and as agent and attorney in fact for Marvel A. Johnson

Marilyn B. Schuelke

Joyce Ann Atteberry

Milton F. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine B. Zibilich

512

STATE OF TEXAS
COUNTY OF Harris

On this 24th day of February, 1986, before me personally appeared:

MILTON F. BOURDIER

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Beatrice E Tincha
NOTARY PUBLIC

My commission expires _____.

BEATRICE E. TINCHA
Notary Public, Harris County, Texas
My Commission Expires May 23, 1989

Ora J. Miguez

Lydia Boudreaux

Mamie C. Johnson

Richard W. Johnson

R. Raymond Bruce

Delva Thiele

Anna K. Fried

Yvette M. LaFleur

Albert S. Johnson, III

Sandra Lynn Johnson Trahan, Individually and as agent and attorney in fact for Marvel A. Johnson

Milton F. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine B. Zibilich

514

STATE OF TEXAS

COUNTY OF Harrison

On this 26th day of February, 1986, before me personally appeared:

YVETTE M. LaFLEUR

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Susan M. Lee
NOTARY PUBLIC

My commission expires 5-29-89.

Ora J. Miguez

Lydia Boudreaux

Lurlene Walker

Margie R. Diedrich

Mamie C. Johnson

Mamie C. Johnson

Richard W. Johnson

R. Raymond Bruce

Yvette M. LaFleur

Albert S. Johnson, III

Sandra Lynn Johnson Trahan, Individually and as agent and attorney in fact for Marvel A. Johnson

Milton F. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine B. Zibilich

516

STATE OF LOUISIANA
PARISH OF Jefferson Davis

On this 3rd day of March, 1986, before me personally appeared:

MAMIE C. JOHNSON

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Sid J. Jones
NOTARY PUBLIC

My commission expires at death.

Ora J. Miguez

Lydia Boudreaux

Mamie C. Johnson

Richard W. Johnson

R. Raymond Bruce

Yvette M. LaFleur

Diane Ostendorf

Nicholas A. Wallace

Albert S. Johnson III

Albert S. Johnson, III

Sandra Lynn Johnson Trahan, Individually and as agent and attorney in fact for Marvel A. Johnson

Milton F. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine B. Zibilich

518

STATE OF COLORADO
COUNTY OF Douglas

On this 1st day of March, 1986, before me personally appeared:

ALBERT S. JOHNSON, III

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Cindy J. Sowa
NOTARY PUBLIC

My commission expires 7/16/89.

Rose Marie Petitjean

David L. Bourdier

Bernice F. Boudreaux

Mark W. Boudreaux

Wayne F. Boudreaux

Raynell Marie Bruce Kibodeaux

Jody B. Chaisson

Linda Chaisson

Patricia Gay Bruce Huff

Patricia Gay Bruce Huff

Nelia Karen Bruce Goldman

CASTEX SYSTEMS, INC.

BY: _____
James E. Nugent,
President

Ora J. Miguez

Lydia Boudreaux

Mamie C. Johnson

Richard W. Johnson

R. Raymond Bruce

Yvette M. LaFleur

Albert S. Johnson, III

Helen Bassemeyer

Mary R. Chramie

Sandra Lynn Johnson Irahan, Individually and as agent and attorney in fact for Marvel A. Johnson

Milton F. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine B. Zibilich

STATE OF LOUISIANA

PARISH OF Lincoln

On this 9th day of July, 1986, before me personally appeared:

SANDRA LYNN JOHNSON TRAHAN, individually, and as agent and attorney in fact for MARVEL A. JOHNSON

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

William R. Lawson Jr.
NOTARY PUBLIC

My commission expires at Death.

552

Ora J. Miguez

Lydia Boudreaux

Mamie C. Johnson

Richard W. Johnson

R. Raymond Bruce

Yvette M. LaFleur

Albert S. Johnson, III

Sandra Lynn Johnson Trahan, Individually and as agent and attorney in fact for Marvel A. Johnson

Milton F. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Christy Report

Terry Hebert

Bernadine B. Zibilich
Bernadine B. Zibilich

STATE OF LOUISIANA

PARISH OF JEFFERSON

On this 24th day of February, 1986, before me personally appeared:

BERNADINE B. ZIBILICH

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Paul L Valence
NOTARY PUBLIC

My commission expires At My Death.

554

Rose Marie Petitjean

David L. Bourdier

Bernice F. Boudreaux

Mark W. Boudreaux

Wayne F. Boudreaux

Raynell Marie Bruce Kibodeaux

Patricia Gay Bruce Huff

Nelia Karen Bruce Goldman

CASTEX SYSTEMS, INC.

BY: _____
James E. Nugent,
President

STATE OF OHIO

COUNTY OF Hamilton

On this 18th day of September, 1986, before me personally appeared:

BERNICE F. BOUDREAUX

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Dianna L Grubenhoff
NOTARY PUBLIC

DIANNA L. GRUBENHOFF
Notary Public, State of Ohio
My Commission Expires Jan. 8, 1989

My commission expires _____.

556

STATE OF OHIO

COUNTY OF Hamilton

On this 18th day of September, 1986, before me personally appeared:

MARK W. BOUDREAUX

to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

Dianna L. Grubenhoff

DIANNA L. GRUBENHOFF NOTARY PUBLIC
Notary Public, State of Ohio
My Commission Expires Jan. 8, 1989

My commission expires .

557

RESOLUTION

RESOLVED by the Board of Directors of the corporation that it lease from the Johnson-Boudreaux Heirs 50 acres of property owned by them and located in Section 17, Township 10 South, Range 2 West, La. Mer., as per plat of survey prepared by James W. Wingfield, Jr., Registered Land Surveyor, dated September 10, 1984, revised October 9, 1984.

BE IT FURTHER RESOLVED that James E. Nugent, President of the corporation be and he is hereby authorized, empowered and directed to execute the lease agreement to contain such terms and conditions and for a price as he deems necessary and advisable in his uncontrolled discretion.

CERTIFICATE

I, JAMES E. NUGENT, Secretary-Treasurer of CASTEX SYSTEMS, INC., do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at a meeting of the Board of Directors of said corporation held on , 198 , at which meeting all of the members of the Board of Directors were present in person and waived notice of the meeting and each voted unanimously in favor thereof. This resolution has not been modified or rescinded and is still in full force and effect.

Jennings, Louisiana, this 13th day of November, 198C.

JAMES E. NUGENT -
Secretary-Treasurer

GAY B. HUFF, CLERK OF COURT

470774 227

ACT OF CORRECTION

RECEIVED AND FILED
1986 DEC 15 AM 9:34
Gay B. Hugg
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT,

WHEREAS, on the 23rd day of January 1984, the Lessors under those leases as described in Exhibit "A" attached hereto and made a part hereof, executed said Oil, Gas and Mineral Leases which are now owned by THE STONE PETROLEUM CORPORATION covering and affecting the lands as described in said leases situated in Jefferson Davis Parish, Louisiana.

WHEREAS it now appears that through error and inadvertence, said leases incorrectly described a portion of the lands thereby affected when in truth and in fact it was the intention of the parties thereto that said leases should have described said property as corrected herein and it is the will of the parties to correct said leases only as provided for herein.

470774

NOW, THEREFORE, for and in consideration of Ten Dollars and other valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties do hereby correct said lease as follows, to wit:

1. The following portion of the description of the lands of said leases are hereby deleted in its entirety:

"(2) 10,200 foot Sand Unit created by Louisiana" Department of Conservation Order No. 101-C, effective April 1, 1962, as amended by Order No. 101-C-1, effective December 9, 1971, LESS AND EXCEPT all rights below the stratigraphic equivalent of the 10,600 foot sand as defined in Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962, insofar, and only insofar, as said rights underlie a tract of land containing 70.51 acres situated in Section 39, Township 10 South, Range 3 West, and more fully described in an oil and gas lease dated July 6, 1971, granted to Ruffin T. Lowry and recorded in conveyance Book 358, at Page 846, under File No. 352892, records of Jefferson Davis Parish, Louisiana, <u>said rights under said tract being leased herein.</u>

(3) 10,600 foot Sand Unit created by Louisiana Department of Conservation Order No. 101-D, effective November 1, 1962.

In place and stead of the hereinabove deleted portion of the description of said leases, there is substituted the following:

"(2) 10,200 foot Sand Unit created by Louisiana" Department of Conservation Order No. 101-C, effective April 1, 1962, as amended by Order No. 101-C-1, effective December 9, 1971, LESS AND EXCEPT, however, all rights underlying two tracts of land containing 70.51 acres situated in Section 39, Township 10 South, Range 3

West, and .86 acre situated in Section 17, Township 10 South, Range 2 West, as depicted on the plat attached to said Order No. 101-C-1 as tract number 2, said rights under said tracts being leased herein.

It is further stipulated that this instrument is executed solely and only for the purpose of correcting the description in said leases, as provided for herein, and except for this correction of the description provided for herein, said leases shall in all other respects be and remain in full force and effect, unchanged and as originally written.

This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, this instrument is executed on the 21st day of July, 1986, in the presence of the undersigned competent witnesses.

WITNESSES:

THE STONE PETROLEUM CORPORATION

By: _____
Howard A. McKissack
Vice President

_____
Reuben Raymond Bruce

_____
Worrel B. Johnson

_____
Bernice Foreman Boudreaux

_____
Mark W. Boudreaux

_____
Wayne Boudreaux

_____
Ora Johnson Miguez

_____
Richard W. Johnson

West, and .86 acre situated in Section 17, Township 10 South, Range 2 West, as depicted on the plat attached to said Order No. 101-C-1 as tract number 2, said rights under said tracts being leased herein.

It is further stipulated that this instrument is executed solely and only for the purpose of correcting the description in said leases, as provided for herein, and except for this correction of the description provided for herein, said leases shall in all other respects be and remain in full force and effect, unchanged and as originally written.

This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, this instrument is executed on the 21st day of July, 1986, in the presence of the undersigned competent witnesses.

WITNESSES:

THE STONE PETROLEUM CORPORATION

By: _____
Howard A. McKissack
Vice President

_____
Reuben Raymond Bruce

_____
Worrel B. Johnson

_____
Bernice Foreman Boudreaux

_____
Mark W. Boudreaux

_____
Wayne Boudreaux

_____
Ora Johnson Miguez

_____
Richard W. Johnson

West, and .86 acre situated in Section 17, Township 10 South, Range 2 West, as depicted on the plat attached to said Order No. 101-C-1 as tract number 2, said rights under said tracts being leased herein.

It is further stipulated that this instrument is executed solely and only for the purpose of correcting the description in said leases, as provided for herein, and except for this correction of the description provided for herein, said leases shall in all other respects be and remain in full force and effect, unchanged and as originally written.

This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, this instrument is executed on the 21st day of July, 1986, in the presence of the undersigned competent witnesses.

WITNESSES:

THE STONE PETROLEUM CORPORATION

By: _____
Howard A. McKissack
Vice President

_____
Reuben Raymond Bruce

_____
Worrel B. Johnson

_____
Bernice Foreman Boudreaux

_____
Mark W. Boudreaux

_____
Wayne Boudreaux

_____
Ora Johnson Miguez

_____
Richard W. Johnson

West, and .86 acre situated in Section 17, Township 10 South, Range 2 West, as depicted on the plat attached to said Order No. 101-C-1 as tract number 2, said rights under said tracts being leased herein.

It is further stipulated that this instrument is executed solely and only for the purpose of correcting the description in said leases, as provided for herein, and except for this correction of the description provided for herein, said leases shall in all other respects be and remain in full force and effect, unchanged and as originally written.

This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, this instrument is executed on the 21st day of July, 1986, in the presence of the undersigned competent witnesses.

WITNESSES:

THE STONE PETROLEUM CORPORATION

By: _____
Howard A. McKissack
Vice President

_____
Reuben Raymond Bruce

_____
Worrel B. Johnson

_____
Bernice Foreman Boudreaux

_____
Mark W. Boudreaux

_____
Wayne Boudreaux

_____
Ora Johnson Miguez

_____
Richard W. Johnson

West, and .86 acre situated in Section 17, Township 10 South, Range 2 West, as depicted on the plat attached to said Order No. 101-C-1 as tract number 2, said rights under said tracts being leased herein.

It is further stipulated that this instrument is executed solely and only for the purpose of correcting the description in said leases, as provided for herein, and except for this correction of the description provided for herein, said leases shall in all other respects be and remain in full force and effect, unchanged and as originally written.

This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, this instrument is executed on the 21st day of July, 1986, in the presence of the undersigned competent witnesses.

WITNESSES:

THE STONE PETROLEUM CORPORATION

By: _____
Howard A. McKissack
Vice President

_____
Reuben Raymond Bruce

_____
Worrel B. Johnson

_____
Bernice Foreman Boudreaux

_____
Mark W. Boudreaux

_____
Wayne Boudreaux

_____
Ora Johnson Miguez

_____
Richard W. Johnson

Barbara A. Caster 7/30/86

John C. Schill

Albert Sidney Johnson III

Albert Sidney Johnson III

Sandra Lynn Trahan

Milton R. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

David L. Bourdier

Yvette Marie Boudreaux Lafleur

Lydia McBride Boudreaux

Albert Sidney Johnson III

Denise Bernard
Dionne L. Kelley

Sandra Lynn Trahan

Milton R. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

David L. Bourdier

Yvette Marie Boudreaux Lafleur

Lydia McBride Boudreaux

Albert Sidney Johnson III

Sandra Lynn Trahan

Milton E. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

David L. Bourdier

Yvette Marie Boudreaux Lafleur

Lydia McBride Boudreaux

Albert Sidney Johnson III

Sandra Lynn Trahan

Milton R. Bourdier

Sue Walter
Joyce Hungerford

Alfred O. Bourdier
Alfred C. Bourdier

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

David L. Bourdier

Yvette Marie Boudreaux Lafleur

Lydia McBride Boudreaux

Albert Sidney Johnson III

Sandra Lynn Trahan

Milton R. Bourdier

Alfred C. Bourdier

Sue Walton
Faye Hungerford

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

David L. Bourdier

Yvette Marie Boudreaux Lafleur

Lydia McBride Boudreaux

Albert Sidney Johnson III

Sandra Lynn Trahan

Milton R. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Kay V. Pezzaja
Kristie Dufort

Bernadine Bourdier Zibilich
Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

David L. Bourdier

Yvette Marie Boudreaux Lafleur

Lydia McBride Boudreaux

Albert Sidney Johnson III

Sandra Lynn Trahan

Milton R. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

David L. Bourdier

Yvette Marie Boudreaux Lafleur

Lydia McBride Boudreaux

Albert Sidney Johnson III

Sandra Lynn Trahan

Milton R. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

Wayne Robichaux

Gertrude Robichaux

David L. Bourdier

David L. Bourdier

Yvette Marie Boudreaux Lafleur

Lydia McBride Boudreaux

Albert Sidney Johnson III

Sandra Lynn Trahan

Milton R. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

David L. Bourdier

Duncan V. Drew

Donna Greer

Yvette Marie Boudreaux Lafleur

Lydia McBride Boudreaux

Albert Sidney Johnson III

Sandra Lynn Trahan

Milton R. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

David L. Bourdier

Yvette Marie Boudreaux Lafleur

Teresa Navarre

Lydia McBride Boudreaux

Lydia McBride Boudreaux

STATE OF LOUISIANA
PARISH OF LAFAYETTE

ON THIS 24th day of July, 1986, before me, appeared HOWARD A. McKISSACK, to me personally known, who being by me duly sworn, did say that he is the Vice President of THE STONE PETROLEUM CORPORATION, a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said HOWARD A. McKISSACK acknowledged said instrument to be the free act and deed of said corporation.

Madonna E. Durand
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared E.J. Lourdes, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by REUBEN RAYMOND BRUCE in his presence and in the presence of the other subscribing witness.

SWORN TO AND SUBSCRIBED before me July 21, 1986.

Madonna E. Durand
NOTARY PUBLIC in and for
Lafayette Parish, Louisiana.

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared E.J. Lourdes, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by WORREL B. JOHNSON in his presence and in the presence of the other subscribing witness.

SWORN TO AND SUBSCRIBED before me July 21, 1986.

Madonna E. Durand
NOTARY PUBLIC in and for
Lafayette Parish, Louisiana.

STATE OF OHIO
~~PARISH~~ COUNTY OF HAMILTON

ON THIS 30th day of July, 1986, before me, personally appeared BERNICE FOREMAN BOUDREAUX, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Dianna L. Grubenhoff
NOTARY PUBLIC

My Commission Expires:
DIANNA L. GRUBENHOFF
Notary Public, State of Ohio
My Commission Expires Jan. 8, 1989

STATE OF OHIO
~~PARISH~~ COUNTY OF HAMILTON

ON THIS 30th day of July, 1986, before me, personally appeared MARK W. BOUDREAUX, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Dianna L. Grubenhoff
NOTARY PUBLIC

My Commission Expires:
DIANNA L. GRUBENHOFF
Notary Public, State of Ohio
My Commission Expires Jan. 8, 1989

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared WAYNE BOUDREAUX, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared ORA JOHNSON MIGUEZ, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared BERNICE FOREMAN BOUDREAUX, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared MARK W. BOUDREAUX, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF MICHIGAN
PARISH OF MUSKEGON

ON THIS 29th day of July, 1986, before me, personally appeared WAYNE BOUDREAUX, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Barbara L. Bray
NOTARY PUBLIC

My Commission Expires:

January 15, 1989.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared ORA JOHNSON MIGUEZ, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared BERNICE FOREMAN BOUDREAUX, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared MARK W. BOUDREAUX, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared WAYNE BOUDREAUX, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF Louisiana
PARISH OF Jefferson Davis

ON THIS 11 day of Aug, 1986, before me, personally appeared ORA JOHNSON MIGUEZ, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Frederick E Huber
NOTARY PUBLIC

My Commission Expires:
with life.

STATE OF Louisiana
PARISH OF Calcasieu

ON THIS 9th day of December, 1986, before me, personally appeared RICHARD W. JOHNSON, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

My Commission Expires:
At death.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared ALBERT SIDNEY JOHNSON III, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared SANDRA LYNN TRAHAN, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared MILTON F. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared RICHARD W. JOHNSON, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF Colorado
~~PARISH~~ COUNTY OF Arapahoe

ON THIS 30th day of July, 1986, before me, personally appeared ALBERT SIDNEY JOHNSON III, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Betty A. Dierking
NOTARY PUBLIC

My Commission Expires:
9-7-88.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared SANDRA LYNN TRAHAN, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared MILTON F. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared RICHARD W. JOHNSON, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared ALBERT SIDNEY JOHNSON III, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF Louisiana
PARISH OF Lafayette

ON THIS 31st day of July, 1986, before me, personally appeared SANDRA LYNN TRAHAN, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Kenneth A Bach
NOTARY PUBLIC

My Commission Expires:
at death.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared MILTON F. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared RICHARD W. JOHNSON, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared ALBERT SIDNEY JOHNSON III, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared SANDRA LYNN TRAHAN, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF Texas
~~PARISH~~ County OF HARRIS

ON THIS 4th day of August, 1986, before me, personally appeared MILTON F. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Beatrice E. Sencha
NOTARY PUBLIC

My Commission Expires:
5-25-89
_____.

STATE OF Louisiana
PARISH OF Calcasieu

ON THIS 22nd day of July, 1986, before me, personally appeared ALFRED C. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Helen Beth Young
NOTARY PUBLIC

My Commission Expires:

at death.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared LYNN H. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared BERNADINE BOURDIER ZIBILICH, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared ROSE MARIE BOURDIER PETITJEAN, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared ALFRED C. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF Louisiana
PARISH OF Calcasieu

ON THIS 20th day of July, 1986, before me, personally appeared LYNN H. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Helen Bette Young
NOTARY PUBLIC

My Commission Expires:

at death.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared BERNADINE BOURDIER ZIBILICH, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared ROSE MARIE BOURDIER PETITJEAN, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared ALFRED C. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared LYNN H. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF Louisiana
PARISH OF Jefferson

ON THIS 28th day of July, 1986, before me, personally appeared BERNADINE BOURDIER ZIBILICH, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Rose L Calcure
NOTARY PUBLIC

My Commission Expires:
At my death.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared ROSE MARIE BOURDIER PETITJEAN, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared ALFRED C. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared LYNN H. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared BERNADINE BOURDIER ZIBILICH, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF Louisiana
PARISH OF Calcasieu

ON THIS 21st day of July, 1986, before me, personally appeared ROSE MARIE BOURDIER PETITJEAN, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Helen Beth Young
NOTARY PUBLIC

My Commission Expires:

at death.

STATE OF Louisiana
PARISH OF St. Mary

ON THIS 5 day of August, 1986, before me, personally appeared DAVID L. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

My Commission Expires:
1991.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared YVETTE MARIE BOUDREAUX LAFLEUR, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared LYDIA McBRIDE BOUDREAUX, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared DAVID L. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF Texas
~~PARISH~~ County OF Harrison

ON THIS 28 day of July, 1986, before me, personally appeared YVETTE MARIE BOUDREAUX LAFLEUR, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Janet Flanagan
NOTARY PUBLIC

My Commission Expires:
5/30/89.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared LYDIA McBRIDE BOUDREAUX, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared DAVID L. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____
PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared YVETTE MARIE BOUDREAUX LAFLEUR, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF Louisiana
PARISH OF Calcasieu

ON THIS 25th day of July, 1986, before me, personally appeared LYDIA McBRIDE BOUDREAUX, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Marian A. Chronister
NOTARY PUBLIC

My Commission Expires:

at death.

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J/B FARMS PROSPECT
JEFFERSON DAVIS PARISH
LOUISIANA

EXHIBIT "A"

Attached to and made a part of that certain Act of Correction dated 21st day of July, 1986 between Reuben Raymond Bruce, et al and The Stone Petroleum Corporation.

85-494-09.A That certain Oil, Gas and Mineral Lease dated January 23, 1984 by and between Reuben Raymond Bruce, et al, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 450.8400 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456384.

85-494-09.B That certain Oil, Gas and Mineral Lease dated January 23, 1984 by and between Bernice Foreman Boudreaux, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 450.8400 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456381.

85-494-09.C That certain Oil, Gas and Mineral Lease dated January 23, 1984 by and between Mark W. Boudreaux, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 450.8400 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456383.

85-494-09.D That certain Oil, Gas and Mineral Lease dated January 23, 1984 by and between Wayne Boudreaux, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 450.8400 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456382.

85-494-09.E That certain Oil, Gas and Mineral Lease dated January 23, 1984 by and between Albert Sidney Johnson, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 450.8400 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456380.

GAY B. HUFF, CLERK OF COURT

470775

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CORRECTION OF AMENDMENT OF OIL, GAS AND MINERAL LEASES

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT,

RECEIVED AND FILED
1986 DEC 15 AM 8:52
Gay B. Phillips
CLERK OF COURT
JEFFERSON DAVIS PARISH

WHEREAS, an Amendment of Oil, Gas and Mineral Leases was entered into on January 9, 1985 by Reuben Raymond Bruce, et al, recorded in the Parish of Jefferson Davis, State of Louisiana, in Conveyance Book 597 under File No. 456949 (hereinafter referred to as "said Amendment").

WHEREAS, the recording information on Exhibit "A" attached thereto refers to the recordation of the Declaration of Lease for each lease described on said Exhibit "A" and not the recordation of each lease described thereon:

WHEREAS, it is the intent of the undersigned parties, being all of the parties names in said Amendment to join together to correct the error heretofore made by substituting the attached Exhibit "A", which correctly identifies the subject Oil, Gas and Mineral Leases, with that attached to said Amendment hereinabove described.

470775

NOW, THEREFORE, it is the desire of the undersigned parties to stipulate, clarify and declare to all third parties that the Exhibit "A" attached hereto shall be substituted for and replace Exhibit "A" attached to that certain Amendment of Oil, Gas and Mineral Leases recorded in Conveyance Book 597, under File No. 456949, Jefferson Davis Parish, Louisiana.

IN WITNESS WHEREOF, this instrument is executed on this 21st day of July, 1986, in the presence of the undersigned competent witnesses.

Thomas E Barry

Reuben Raymond Bruce
Reuben Raymond Bruce

Thomas E Barry

Worrel B. Johnson
Worrel B. Johnson

Dianna L Kruckenberg
Patricia A Devore

Dianna L Kruckenberg
Patricia A Devore

Bernice Foreman Boudreaux
Bernice Foreman Boudreaux

Mark W. Boudreaux
Mark W. Boudreaux

Wayne Boudreaux

Ora Johnson Miguez

Richard W. Johnson

Albert Sidney Johnson III

Sandra Lynn Trahan

Milton R. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

Bernice Foreman Boudreaux

Mark W. Boudreaux

Vera Boudreaux
Barbara L. Bray

Wayne Boudreaux

Ora Johnson Miguez

Richard W. Johnson

Albert Sidney Johnson III

Sandra Lynn Trahan

Milton R. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

Bernice Foreman Boudreaux

Mark W. Boudreaux

Wayne Boudreaux

Dorothy Mae Brown
Peter Brown Jr.

Ora Johnson Miguez
Ora Johnson Miguez

Richard W. Johnson

Albert Sidney Johnson III

Sandra Lynn Trahan

Milton R. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

Bernice Foreman Boudreaux

Mark W. Boudreaux

Wayne Boudreaux

Ora Johnson Miguez

Richard W. Johnson

Albert Sidney Johnson III

Sandra Lynn Trahan

Milton R. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

Bernice Foreman Boudreaux

Mark W. Boudreaux

Wayne Boudreaux

Ora Johnson Miguez

Richard W. Johnson

Barbara A. Castex 7/24/86
John C. Schiller

Albert Sidney Johnson III
Albert Sidney Johnson III

Sandra Lynn Trahan

Milton R. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

Bernice Foreman Boudreaux

Mark W. Boudreaux

Wayne Boudreaux

Ora Johnson Miguez

Richard W. Johnson

Albert Sidney Johnson III

Denise Bernard

Denise L. Kibbe

Sandra Lynn Trahan

Milton R. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

Bernice Foreman Boudreaux

Mark W. Boudreaux

Wayne Boudreaux

Ora Johnson Miguez

Richard W. Johnson

Albert Sidney Johnson III

Sandra Lynn Trahan

Milton F. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

Bernice Foreman Boudreaux

Mark W. Boudreaux

Wayne Boudreaux

Ora Johnson Miguez

Richard W. Johnson

Albert Sidney Johnson III

Sandra Lynn Trahan

Milton R. Bourdier

See Waiver
Joyce Hungerford

Alfred C. Bourdier
Alfred C. Bourdier

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

Bernice Foreman Boudreaux

Mark W. Boudreaux

Wayne Boudreaux

Ora Johnson Miguez

Richard W. Johnson

Albert Sidney Johnson III

Sandra Lynn Trahan

Milton R. Bourdier

Alfred C. Bourdier

Sue Waites
Joyce Hungerford

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

Bernice Foreman Boudreaux

Mark W. Boudreaux

Wayne Boudreaux

Ora Johnson Miguez

Richard W. Johnson

Albert Sidney Johnson III

Sandra Lynn Trahan

Milton R. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

Bernice Foreman Boudreaux

Mark W. Boudreaux

Wayne Boudreaux

Ora Johnson Miguez

Richard W. Johnson

Albert Sidney Johnson III

Sandra Lynn Trahan

Milton R. Bourdier

Alfred C. Bourdier

Lynn H. Bourdier

Bernadine Bourdier Zibilich

Rose Marie Bourdier Petitjean

Wayne Robichaux

Gertrude Robichaux

David L. Bourdier
David L. Bourdier

Yvette Marie Boudreaux Lafleur

Lydia McBride Boudreaux

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared E.J. Lourdes, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by REUBEN RAYMOND BRUCE in his presence and in the presence of the other subscribing witness.

E.J. Lourdes

SWORN TO AND SUBSCRIBED before me July 21, 1986.

Madonna E. Arnaud
NOTARY PUBLIC in and for
Lafayette Parish, Louisiana.

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared E.J. Lourdes, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by WORREL B. JOHNSON in his presence and in the presence of the other subscribing witness.

E.J. Lourdes

SWORN TO AND SUBSCRIBED before me July 21, 1986.

Madonna E. Arnaud
NOTARY PUBLIC in and for
Lafayette Parish, Louisiana.

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David L. Bourdier

Yvette Marie Boudreaux LaFleur

Lydia McBride Boudreaux

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared E.J. Lavriere, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by REUBEN RAYMOND BRUCE in his presence and in the presence of the other subscribing witness.

SWORN TO AND SUBSCRIBED before me July 21, 1986.

NOTARY PUBLIC in and for
Lafayette Parish, Louisiana.

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared E.J. Lavriere, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by WORREL B. JOHNSON in his presence and in the presence of the other subscribing witness.

SWORN TO AND SUBSCRIBED before me July 21, 1986.

NOTARY PUBLIC in and for
Lafayette Parish, Louisiana.

David L. Bourdier

Yvette Marie Boudreaux Lafleur

Lydia McBride Boudreaux

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared E.J. Lourdes, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by REUBEN RAYMOND BRUCE in his presence and in the presence of the other subscribing witness.

SWORN TO AND SUBSCRIBED before me July 21, 1986.

NOTARY PUBLIC in and for
Lafayette Parish, Louisiana.

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared E.J. Lourdes, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by WORREL B. JOHNSON in his presence and in the presence of the other subscribing witness.

SWORN TO AND SUBSCRIBED before me July 21, 1986.

NOTARY PUBLIC in and for
Lafayette Parish, Louisiana.

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David L. Bourdier

Yvette Marie Boudreaux Lafleur

Lydia McBride Boudreaux

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared E.J. Lavriere, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by REUBEN RAYMOND BRUCE in his presence and in the presence of the other subscribing witness.

E.J. Lavriere

SWORN TO AND SUBSCRIBED before me July 21, 1986.

Madonna E. Arnaud

NOTARY PUBLIC in and for
Lafayette Parish, Louisiana.

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared E.J. Lavriere, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by WORREL B. JOHNSON in his presence and in the presence of the other subscribing witness.

E.J. Lavriere

SWORN TO AND SUBSCRIBED before me July 21, 1986.

Madonna E. Arnaud

NOTARY PUBLIC in and for
Lafayette Parish, Louisiana.

STATE OF OHIO

~~PARISH~~ COUNTY OF HAMILTON

ON THIS 30th day of JULY, 1986, before me, personally appeared BERNICE FOREMAN BOUDREAUX, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Dianna L. Grubenhoff
NOTARY PUBLIC

My Commission Expires:
DIANNA L. GRUBENHOFF
Notary Public, State of Ohio
My Commission Expires Jan. 8, 1989

STATE OF OHIO

~~PARISH~~ COUNTY OF HAMILTON

ON THIS 30th day of JULY, 1986, before me, personally appeared MARK W. BOUDREAUX, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Dianna L. Grubenhoff
NOTARY PUBLIC

My Commission Expires:
DIANNA L. GRUBENHOFF
Notary Public, State of Ohio
My Commission Expires Jan. 8, 1989

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared WAYNE BOUDREAUX, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared BERNICE FOREMAN BOUDREAUX, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared MARK W. BOUDREAUX, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF MICHIGAN

PARISH OF MUSKEGON

ON THIS 29th day of July, 1986, before me, personally appeared WAYNE BOUDREAUX, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Barbara L. Bray
NOTARY PUBLIC

My Commission Expires:

January 15, 1989.

STATE OF Louisiana

PARISH OF Jefferson Davis

ON THIS 11 day of Aug, 1986, before me, personally appeared ORA JOHNSON MIGUEZ, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Frederick F Hulen
NOTARY PUBLIC

My Commission Expires:
with Life.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared RICHARD W. JOHNSON, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared ALBERT SIDNEY JOHNSON III, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

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STATE OF [illegible]

PARISH OF [illegible]

ON THIS 9th day of December, 1986, before me, personally appeared ORA JOHNSON MIGUEZ, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

My Commission Expires:

at death.

STATE OF Louisiana

PARISH OF Calcasieu

ON THIS 9th day of December, 1986, before me, personally appeared RICHARD W. JOHNSON, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

My Commission Expires:

at death.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared ALBERT SIDNEY JOHNSON III, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared ORA JOHNSON MIGUEZ, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared RICHARD W. JOHNSON, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF Colorado

COUNTY ~~PARISH~~ OF Arapahoe

ON THIS 30th day of July, 1986, before me, personally appeared ALBERT SIDNEY JOHNSON III, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Betty A. Dierking
NOTARY PUBLIC

My Commission Expires:

9-7-88.

280

STATE OF ~~TEXAS~~ LOUISIANA

PARISH OF LAFAYETTE

ON THIS 31ST day of JULY, 1986, before me, personally appeared SANDRA LYNN TRAHAN, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Kenneth A Bacle
NOTARY PUBLIC

My Commission Expires:

At death.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared MILTON F. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared ALFRED C. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared SANDRA LYNN TRAHAN, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF Texas

~~PARISH~~ County OF Harris

ON THIS 4th day of August, 1986, before me, personally appeared MILTON F. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Beatrice E. Jacka
NOTARY PUBLIC

My Commission Expires:

5-25-89.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared ALFRED C. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared SANDRA LYNN TRAHAN, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared MILTON F. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF Louisiana

PARISH OF Calcasieu

ON THIS 28th day of July, 1986, before me, personally appeared ALFRED C. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Helen Britt Young
NOTARY PUBLIC

My Commission Expires:

at death.

STATE OF Louisiana

PARISH OF Calcasieu

ON THIS 2nd day of July, 1986, before me, personally appeared LYNN H. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Helen Betz Young
NOTARY PUBLIC

My Commission Expires:

at death.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared BERNADINE BOURDIER ZIBILICH, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared ROSE MARIE BOURDIER PETITJEAN, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared LYNN H. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF LOUISIANA

PARISH OF JEFFERSON

ON THIS 28th day of July, 1986, before me, personally appeared BERNADINE BOURDIER ZIBILICH, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Rose L Valence
NOTARY PUBLIC

My Commission Expires:

At my death.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared ROSE MARIE BOURDIER PETITJEAN, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared LYNN H. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared BERNADINE BOURDIER ZIBILICH, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF Louisiana

PARISH OF Calcasieu

ON THIS 28th day of July, 1986, before me, personally appeared ROSE MARIE BOURDIER PETITJEAN, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Helen Beth Young
NOTARY PUBLIC

My Commission Expires:

at death.

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STATE OF Louisiana

PARISH OF St. Mary

ON THIS 26th day of July, 1986, before me, personally appeared DAVID L. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

My Commission Expires:

1991.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared YVETTE MARIE BOUDREAUX LAFLEUR, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared LYDIA McBRIDE BOUDREAUX, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared DAVID L. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF TEXAS

~~PARISH~~ County OF HARRISON

ON THIS 28 day of July, 1986, before me, personally appeared YVETTE MARIE BOUDREAUX LAFLEUR, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Janet Flannigan
NOTARY PUBLIC

My Commission Expires:

5/30/89.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared LYDIA McBRIDE BOUDREAUX, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared DAVID L. BOURDIER, to me known to be the person described in the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF _____

PARISH OF _____

ON THIS _____ day of _____, 1986, before me, personally appeared YVETTE MARIE BOUDREAUX LAFLEUR, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:

_____.

STATE OF Louisiana

PARISH OF Calcasieu

ON THIS 25th day of July, 1986, before me, personally appeared LYDIA McBRIDE BOUDREAUX, to me known to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Marian C. Chrmister
NOTARY PUBLIC

My Commission Expires:

At death.

EXHIBIT "A"

Attached to and made a part of the foregoing CORRECTION OF AMENDMENT OF OIL, GAS, AND MINERAL LEASES dated July 21, 1986, by and between The Stone Petr. Corp. & Reuben R. Bruce, et al

85-494-06.A That certain Oil, Gas and Mineral Lease dated January 23, 1984 by and between Reuben Raymond Bruce, et al, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 193.8600 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456385.

85-494-06.B That certain Oil, Gas and Mineral Lease dated January 23, 1984 by and between Bernice Foreman Boudreaux, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 193.8600 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456387.

85-494-06.C That certain Oil, Gas and Mineral Lease dated January 23, 1984 by and between Mark W. Boudreaux, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 193.8600 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456389.

85-494-06.D That certain Oil, Gas and Mineral Lease dated January 23, 1984 by and between Wayne Boudreaux, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 193.8600 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456388.

85-494-06.E That certain Oil, Gas and Mineral Lease dated January 23, 1984 by and between Albert Sidney Johnson, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 193.8600 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456386.

85-494-07.A That certain Oil, Gas and Mineral Lease dated January 23, 1984 by and between Reuben Raymond Bruce, et al, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 122.6300 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456390.

85-494-07.B That certain Oil, Gas and Mineral Lease dated January 23, 1984 by and between Bernice Foreman Boudreaux, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 122.6300 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456392.

85-494-07.C That certain Oil, Gas and Mineral Lease dated January 23, 1984 by and between Mark W. Boudreaux, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 122.6300 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456394.

85-494-07.D That certain Oil, Gas and Mineral Lease dated January 23, 1984 by and between Wayne Boudreaux, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 122.6300 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456393.

85-494-07.E That certain Oil, Gas and Mineral Lease dated January 23, 1984 by and between Albert Sidney Johnson, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 122.6300 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456391.

85-494-08.A That certain Oil, Gas and Mineral Lease dated January 23, 1984 by and between Reuben Raymond Bruce, et al, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 70.5100 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456395.

85-494-08.B That certain Oil, Gas and Mineral Lease dated January 23, 1984 by and between Bernice Foreman Boudreaux, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 70.5100 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456397.

85-494-08.C That certain Oil, Gas and Mineral Lease dated January 23, 1984 by and between Mark W. Boudreaux, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 70.5100 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456399.

85-494-08.D That certain Oil, Gas and Mineral Lease dated January 23, 1984 by and between Wayne Boudreaux, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 70.5100 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456398.

85-494-08.E That certain Oil, Gas and Mineral Lease dated January 23, 1984 by and between Albert Sidney Johnson, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 70.5100 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456396.

85-494-09.A That certain Oil, Gas and Mineral Lease dated July 22, 1984 by and between Reuben Raymond Bruce, et al, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 450.8400 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456384.

85-494-09.B That certain Oil, Gas and Mineral Lease dated July 22, 1984 by and between Bernice Foreman Boudreaux, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 450.8400 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456381.

85-494-09.C That certain Oil, Gas and Mineral Lease dated July 22, 1984 by and between Mark W. Boudreaux, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 450.8400 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456383.

85-494-09.D That certain Oil, Gas and Mineral Lease dated July 22, 1984 by and between Wayne Boudreaux, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 450.8400 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456382.

85-494-09.E That certain Oil, Gas and Mineral Lease dated July 22, 1984 by and between Albert Sidney Johnson, as Lessor, and Maranatha Minerals Corporation, as Lessee, covering 450.8400 acres, more or less, and recorded in the official records of Jefferson Davis Parish in Conveyance Book 595, Entry No. 456380.

GAY B. HUFF, CLERK OF COURT

175406 459

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RELEASE OF OIL, GAS AND MINERAL LEASE

RECEIVED AND FILED
1987 AUG 19 AM 10: 58
CLERK OF COURT

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS:

That,

THE STONE PETROLEUM CORPORATION, a Delaware corporation, P. O. Box 52807, Lafayette, Louisiana 70505 and MISLATEX MINERALS CORPORATION, a Louisiana corporation, P. O. Box 52807, Lafayette, Louisiana 70505, as record owners, do hereby RELEASE, RELINQUISH, REMISE, QUITCLAIM AND SURRENDER any right, title and interest in and to those certain Oil, Gas and Mineral Leases listed on Exhibit "A" attached hereto and made a part hereof.

175406

IN WITNESS WHEREOF, this instrument is executed on this 14th day of August, 1987, in the presence of the undersigned competent witnesses.

WITNESSES:

Leslie G. Breaux

THE STONE PETROLEUM CORPORATION

By: _____
Howard A. McKissack
Vice President

Leslie G. Breaux

MISLATEX MINERALS CORPORATION

By: _____
Howard A. McKissack
Vice President

STATE OF LOUISIANA

PARISH OF LAFAYETTE

ON THIS 14th day of August, 1987 before me, appeared HOWARD A. McKISSACK, to me personally known, who being by me duly sworn, did say that he is the Vice President of THE STONE PETROLEUM CORPORATION, a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said HOWARD A. McKISSACK acknowledged said instrument to be the free act and deed of said corporation.

Madonna E. Arnaud
NOTARY PUBLIC

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STATE OF LOUISIANA

PARISH OF LAFAYETTE

ON THIS 14th day of August, 1987 before me, appeared HOWARD A. McKISSACK, to me personally known, who being by me duly sworn, did say that he is the Vice President of MISLATEX MINERALS CORPORATION, a Louisiana corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said HOWARD A. McKISSACK acknowledged said instrument to be the free act and deed of said corporation.

Madonna E. Arnaud
NOTARY PUBLIC

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J/B FARMS PROSPECT
JEFFERSON DAVIS PARISH
L O U I S I A N A

EXHIBIT "A"

Attached to and made a part of that certain Release of Oil, Gas and Mineral Leases dated August 14, 1987 from The Stone Petroleum Corporation and MisLaTex Minerals Corporation.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	RECORDING INFORMATION BOOK	ENTRY NO.
85-494-08.A	Reuben Raymond Bruce, et al	Maranatha Minerals Corporation	01/23/84	595	456395
85-494-08.B	Bernice Foreman Boudreaux	Maranatha Minerals Corporation	01/23/84	595	456397
85-494-08.C	Mark W. Boudreaux	Maranatha Minerals Corporation	01/23/84	595	456399
85-494-08.D	Wayne Boudreaux	Maranatha Minerals Corporation	01/23/84	595	456398
85-494-08.E	Albert Sidney Johnson, III	Maranatha Minerals Corporation	01/23/84	595	456396

GAY B. HUFF, CLERK OF COURT

Exhibit D
Castex Development - Title and Lease History - 001553

STONE PETR CORP ET AL TO REUBEN RAYMOND BRUCE ET AL PAR REL

559

PARTIAL RELEASE OF OIL AND GAS LEASES

STATE OF LOUISIANA

JEFFERSON DAVIS PARISH

497817

RECEIVED AND FILED
1990 DEC 18 AM 9:13
CLERK OF COURT
JEFFERSON DAVIS PARISH

KNOW ALL MEN BY THESE PRESENTS:

That,

THE STONE PETROLEUM CORPORATION, a Delaware corporation, P.O. Box 52807, Lafayette, Louisiana 70505, MISLATEX MINERALS CORPORATION, a Louisiana corporation, P. O. Box 52807, Lafayette, Louisiana 70505, and CONTINENTAL LAND & FUR CO., INC., a Delaware corporation, 909 Poydras Street, Suite 2100, New Orleans, Louisiana, 70112, as owners of record, do hereby RELEASE, RELINQUISH, REMISE, QUITCLAIM AND SURRENDER all right, title and interest in and to those certain Oil, Gas and Mineral Leases listed on Exhibit "A" attached hereto and made a part hereof; LESS AND EXCEPT that acreage located within the confines of the Bruce No. 2, Marg Tex RA SU A Unit, W. Mermentau Field, Jefferson Davis Parish, Louisiana as established by State of Louisiana Office of Conservation Order No. 101-H, dated January 13, 1989 but effective January 10, 1989 as recorded in Book 692, file 485426, Jefferson Davis Parish, Louisiana AND LESS AND EXCEPT that acreage lying within the Bruce No. 3, CIB HAZ VU A Unit, W. Mermentau Field, Jefferson Davis Parish, Louisiana as established by that certain Declaration of Unitization and Voluntary Unitization Agreement dated October 27, 1987 as recorded in Book 679, Page 26, File No. 481300, Jefferson Davis Parish, Louisiana.

497817

IN WITNESS WHEREOF, this instrument is executed on this 20th day of September, 1989, in the presence of the undersigned competent witnesses.

WITNESSES:

Melanie C. Bandari

Anne W. Wilson

THE STONE PETROLEUM CORPORATION

By: H. A. McKissack

Howard A. McKissack
Vice President

Melanie C. Bandari

Anne W. Wilson

MISLATEX MINERALS CORPORATION

By: H. A. McKissack

Howard A. McKissack
Vice President

Kay Watson

Kevin Battaglia

CONTINENTAL LAND & FUR CO., INC.

By: C. O. Bolt

C. O. Bolt
Vice President

ORIGINAL

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STATE OF LOUISIANA

PARISH OF LAFAYETTE

ON THIS 20th day of September, 1989, before me, appeared HOWARD A. MCKISSACK, to me personally known, who, being by me duly sworn, did say that he is the VICE PRESIDENT of THE STONE PETROLEUM CORPORATION, a Delaware Corporation, and that the foregoing instrument was signed on behalf of the corporation by authority of its Board of Directors and said HOWARD A. McKISSACK acknowledged said instrument to be the free act and deed of said corporation.

Madonna E. Arnaud
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF LAFAYETTE

ON THIS 20th day of September, 1989, before me, appeared HOWARD A. McKISSACK, to me personally known, who being by me duly sworn, did say that he is the Vice President of MISLATEX MINERALS CORPORATION, a Louisiana corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said HOWARD A. McKISSACK acknowledged said instrument to be the free act and deed of said corporation.

Madonna E. Arnaud
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF ORLEANS

ON THIS 26th day of September, 1989, before me, appeared C.O. Bolt, to me personally known, who being by me duly sworn, did say that he is the Vice-President of CONTINENTAL LAND & FUR CO., INC., a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said C.O. Bolt acknowledged said instrument to be the free act and deed of said corporation.

Jan F. Dillman
NOTARY PUBLIC

EXHIBIT "A"

561

Attached to and made a part of that certain Partial Release of Oil and Gas Leases dated September 20, 1989 from the Stone Petroleum Corporation, et al.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	RECORDING INFORMATION PAGE	ACT NO
85-494-07.A	Reuben Raymond Bruce, et al	*	01-23-84	595	456390
85-494-07.B	Bernice Foreman Boudreaux	*	01-23-84	595	456392
85-494-07.C	Mark W. Boudreaux	*	01-23-84	595	456394
85-494-07.D	Wayne Boudreaux	*	01-23-84	595	456393
85-494-07.E	Albert Sidney Johnson, III	*	01-23-84	595	456391
85-494-09.A	Reuben Raymond Bruce, et al	*	01-23-84 Eff 7/22/84	595	456384
85-494-09.B	Bernice Foreman Boudreaux	*	01-23-84 Eff 7/22/84	595	456381
85-494-09.C	Mark W. Boudreaux	*	01-23-84 Eff 7/22/84	595	456383
85-494-09.D	Wayne Boudreaux	*	01-23-84 Eff 7/22/84	595	456382
85-494-09.E	Albert Sidney Johnson, III	*	01-23-84 Eff 7/22/84	595	456380

* Maranatha Minerals Corp.

INSOFAR AND ONLY INSOFAR as said acreage lies outside the confines of the Bruce No. 2, Marg Tex RA SU A Unit, W. Mermentau Field, Jefferson Davis Parish, Louisiana as established by State of Louisiana Office of Conservation Order No. 101-H, dated January 13, 1989 but effective January 10, 1989 as recorded in Book 692, file 485426, Jefferson Davis Parish, Louisiana; and

INSOFAR AND ONLY INSOFAR as said acreage lies outside the confines of the Bruce No. 3, CIB HAZ VU A Unit, W. Mermentau Field, Jefferson Davis Parish, Louisiana as established by that certain Declaration of Unitization and Voluntary Unitization Agreement dated October 27, 1987 as recorded in Book 679, Page 26, File No. 481300, Jefferson Davis Parish, Louisiana.

CARLTON L. DUHON, CLERK OF COURT

26 STP:sfm (8/5/87) #'s 24995 et al

481300

DECLARATION OF UNITIZATION

AND

VOLUNTARY UNITIZATION AGREEMENT

RECEIVED AND FILED
1988 JUN -2 AM 9: 29
CLERK OF COURT
JEFFERSON DAVIS PARISH, LA.

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

THIS AGREEMENT MADE AND ENTERED INTO on this the 2nd day of October, 1987, by and between Texaco Inc. a Delaware corporation, herein represented by J. A. NEWTON, its duly authorized Attorney-in-Fact (hereinafter sometimes referred to as "Texaco") and The Stone Petroleum Corporation, a Delaware corporation, herein represented by Howard A. McKissack, its duly authorized Vice President, (hereinafter sometimes referred to as "Stone");

W I T N E S S E T H

WHEREAS, Stone owns the Oil, Gas and Mineral Leases more fully described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as Leases "A" and Lease "B");

481300

WHEREAS said Leases "A" authorize Lessee to pool or combine the acreage, royalty or mineral interest covered thereby with other land, lease or leases, royalty and mineral interests, so as to create units not exceeding substantially one hundred sixty (160) acres for each gas well for the drilling for, reworking and other operations intended to establish or restore production of Unitized Substances (defined for the purposes of this agreement as the gas and condensate which may be produced and saved from the unitzed zone underlying said Pooled Unit);

WHEREAS, Lease "B" does not grant Lessee the same rights granted in Leases "A", however Texaco, Lessor in said Lease "B", joins in the execution of this instrument and by doing

so hereby ratifies and confirms this Declaration of Unitization, subject to those certain unrecorded agreements by and between Stone and Texaco, dated June 4, 1985 and August 5, 1985;

WHEREAS, Texaco desires to consent, insofar as its interest is concerned, to the pooling and combining of portions of the property covered by Lease "B" with portions of the other oil, gas and mineral leases described in Exhibit "A" hereof, and Stone desires to declare the pooling and combining of portions of the property covered by the oil, gas and mineral leases described in Exhibit "A" hereof, less and except the property covered by said Lease "B", for the unit operation of the Unitized Zone (as hereinafter defined), for the purpose of more efficiently and economically developing, producing from and operating upon the hereinafter described Unit, and in order to prevent surface and underground waste and the drilling of unnecessary wells, to conserve and utilize the natural production energies in said Unitized Zone, to obtain the greatest ultimate recovery of Unitized Substances (which is defined for the purposes of this agreement as the gas and condensate which may be produced and saved from the Unitized Zone underlying said Pooled Unit), to promote maximum conservation, and to insure to each of the parties its fair share of Unitized Substances, all in accordance with the provisions of said oil, gas and mineral leases.

NOW, THEREFORE, in consideration of the premises and of the mutual benefits to accrue hereunder and pursuant to the provisions of Lease "B", Texaco does hereby consent to and approve of, insofar as its interest is concerned, the pooling and unitization of a portion of said Lease with portions of the other oil, gas and mineral leases described in Exhibit "A" hereof, and the mineral, royalty and overriding royalty rights thereunder, which lie within the area shown and described on the plat entitled "The Stone Petroleum Corporation-CIB HAZ VU A", dated

July 14, 1987, which is attached hereto and made a part hereof as Exhibit "B", insofar, but only insofar as said oil, gas and mineral leases and the mineral, royalty and overriding royalty rights thereunder pertain to the exploration, development and production of Unitized Substances from said Unitized Zone (being that certain sand encountered between electric log depths of 11,618 feet and 11,850 feet in the Stone-R. R. Bruce Well No. 1, located in Section 17, Township 10 South, Range 2 West Jefferson Davis Parish, Louisiana, said sand being known as the CIB HAZ Sand), said unit created hereunder to be hereinafter referred to as "Pooled Unit". Stone does hereby declare, pursuant to the provisions of the other oil, gas and mineral leases described in Exhibit "A" hereof, the pooling and unitization of portions of the said oil, gas and mineral leases and the mineral, royalty and overriding royalty rights thereunder, which lie within the hereinabove described Pooled Unit.

It is understood and agreed that for all purposes hereof the said Pooled Unit shall be considered as comprising 160.000 acres, of which 36.000 acres shall be considered as being covered by and included in Lease "B" and 124.000 acres shall be considered as being covered by and included in the other oil, gas and mineral leases described in Exhibit "A" hereof and that in lieu of the royalties, overriding royalties or other payments which would accrue to Texaco on production from property covered by said Lease, located within such Pooled Unit, Texaco shall receive, on account of any such production regardless of whether or not any such production is from any part of the property covered by the said Lease located within said Pooled Unit, a royalty equal to that proportion of the total royalty stipulated in said Lease, which the number of acres covered by said Lease, included in the Pooled Unit, bears to the total acreage in said Pooled Unit.

Exhibit D
Castex Development - Title and Lease History - 001559

It is recognized that all or a portion or portions of said Pooled Unit may be included within new or revised drilling and/or production units created by order of the Department of Conservation for the State of Louisiana. In the event any such units are so established which include a portion or portions of said Pooled Unit, it is agreed that the party or parties who contribute the lands and leases to such portion or portions of said Pooled Unit which are included in such new or revised units shall be given full credit for such lands and leases in such new or revised units, and such lands and leases shall not be considered to have been contributed by all of the parties to this agreement; it being understood that the participation in the new or revised units shall be determined without regard to this Declaration of Unitization and Voluntary Unitization Agreement as though same had never been executed.

In the event production of Unitized Substances from said Pooled Unit should cease once placed on production, this agreement shall terminate ninety (90) days after such cessation of production; provided, however, that if reworking operations or operations for the drilling of another well in search of Unitized Substances are commenced on said Pooled Unit within such ninety (90) day period, this agreement shall remain in full force and effect so long as such operations are being conducted thereon without cessation of more than ninety (90) days between the abandonment of one well and the reworking of the same well or the commencement of operations for the drilling of another well until production of Unitized Substances is re-established.

It is further understood and agreed that nothing herein contained shall in any manner whatsoever be construed to impose any obligation upon Stone to conduct any drilling or reworking operations on said Pooled Unit. Such obligations, if any, shall

Exhibit D
Castex Development - Title and Lease History - 001560

be determined and governed solely by the terms, conditions and provisions of each of said Leases.

All of the terms, provisions and conditions of this agreement are hereby made subject to all laws, rules, orders and regulations of any duly constituted authority, State or Federal, having jurisdiction in the premises.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and date first hereinabove written.

WITNESSES:

THE STONE PETROLEUM CORPORATION

By

TEXACO Inc.

By

Exhibit D
Castex Development - Title and Lease History - 001561

LOUISIANA UNIFORM CORPORATE ACKNOWLEDGMENT

STATE OF Louisiana)
Parish OF Lafayette)

On this 2nd day of December, 1987, before me appeared Howard A. McKinnon, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of THE STONE PETROLEUM CORPORATION and that said instrument was signed in behalf of said corporation by authority of its board of directors and said Howard A. McKinnon acknowledged said instrument to be the free act and deed of said corporation and that the corporation has no corporate seal.

WITNESS my hand and official seal this 2nd day of December, 1987.

My Commission Expires:

upon death

Madonna E. Arnaud
Notary Public in and for the
Parish of Lafayette
State of Louisiana

32

LOUISIANA CORPORATE ACKNOWLEDGMENT
FOR TEXACO Inc.

STATE OF LOUISIANA)
PARISH OF ORLEANS)

On this 27th day of October, 1987, before me appeared J. A. NEWTON, to me personally known, who, being by me duly sworn, did say that he is the Attorney in Fact of Texaco Inc., and that the foregoing instrument was signed in behalf of the corporation by authority of its Board of Directors, and that he acknowledged the instrument to be the free act and deed of the corporation.

Gerianne P. Augustin
NOTARY PUBLIC

GERIANNE P. AUGUSTIN
NOTARY PUBLIC
Parish of Orleans, State of Louisiana
My Commission is issued for Life.

Exhibit D
Castex Development - Title and Lease History - 001564

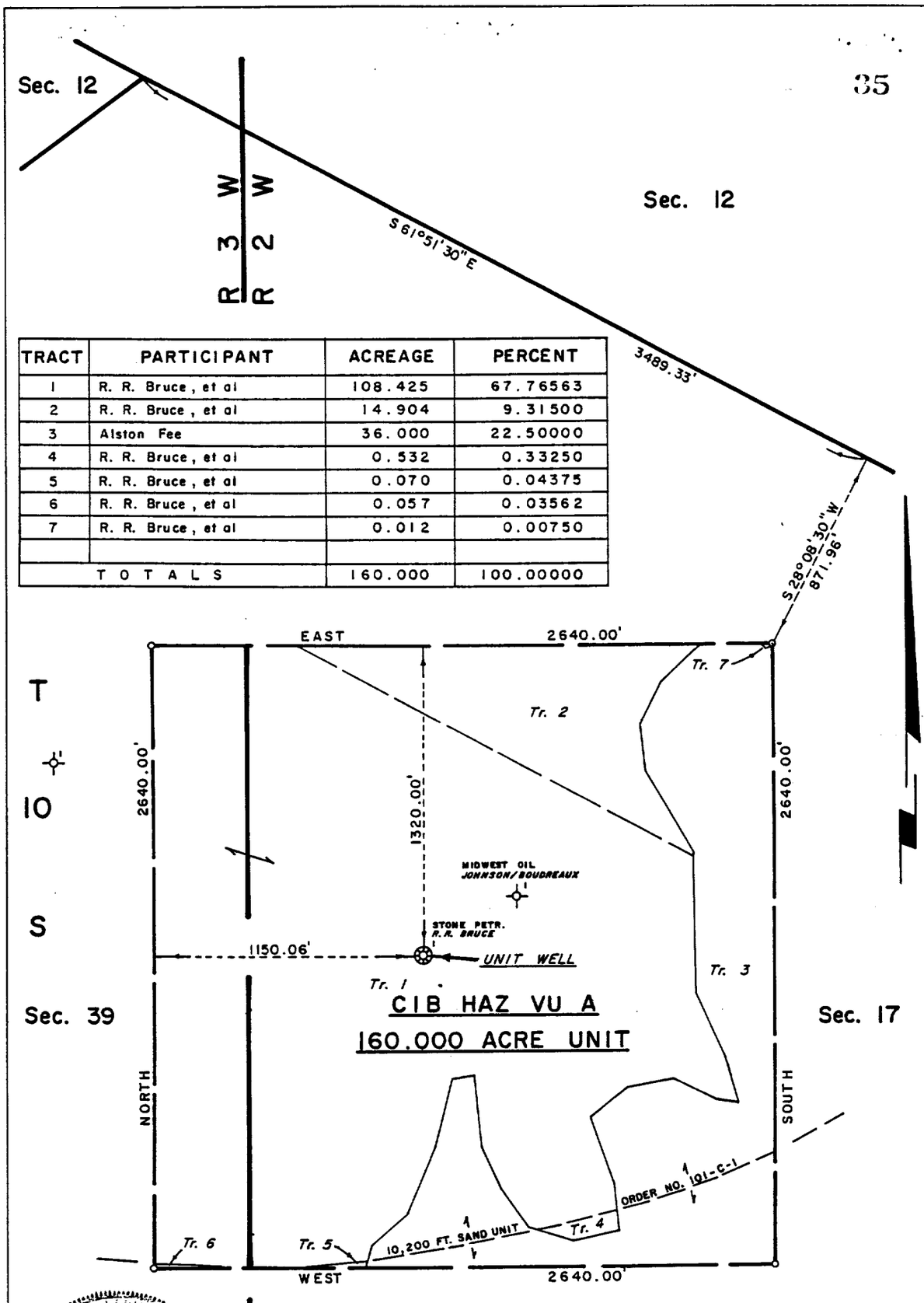
EXHIBIT "A"

Attached to and made a part of that certain Declaration of Unitization and Voluntary Unitization Agreement dated October 27, 1987, 1987, by and between The Stone Petroleum Corporation and Texaco Inc.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	GROSS ACRES	RECORDING INFORMATION JEFFERSON DAVIS PARISH, LA BOOK	ENTRY NO.
LEASES "A"						
85-472-06.A	Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	193.86	595	456385
85-472-06.B	Bernice Foreman Boudreaux	Maranatha Minerals Corp.	01/23/84	193.86	595	456387
85-472-06.C	Mark W. Boudreaux	Maranatha Minerals Corp.	01/23/84	193.86	595	456389
85-472-06.D	Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	193.86	595	456388
85-472-06.E	Albert Sidney Johnson	Maranatha Minerals Corp.	01/23/84	193.86	595	456386
85-472-07.A	Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	122.63	595	456390
85-472-07.B	Bernice Foreman Boudreaux	Maranatha Minerals Corp.	01/23/84	122.63	595	456392
85-472-07.C	Mark W. Boudreaux	Maranatha Minerals Corp.	01/23/84	122.63	595	456394
85-472-07.D	Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	122.63	595	456393
85-472-07.E	Albert Sidney Johnson	Maranatha Minerals Corp.	01/23/84	122.63	595	456391

EXHIBIT "A" - Continued

LEASE NO.	LESSOR	LESSEE	LEASE DATE	GROSS ACRES	RECORDING INFORMATION JEFFERSON DAVIS PARISH, LA BOOK	ENTRY NO.
LEASES "A" - Continued						
85-472-09.A	Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84 Eff. 7/22/84	450.84	595	456384
85-472-09.B	Bernice Foreman Boudreaux	Maranatha Minerals Corp.	01/23/84 Eff. 7/22/84	450.84	595	456381
85-472-09.C	Mark W. Boudreaux	Maranatha Minerals Corp.	01/23/84 Eff. 7/22/84	450.84	595	456383
85-472-09.D	Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84 Eff. 7/22/84	450.84	595	456382
85-472-09.E	Albert Sidney Johnson	Maranatha Minerals Corp.	01/23/84 Eff. 7/22/84	450.84	595	456380
LEASE "B"						
85-472-13	Texaco Inc.	The Stone Petroleum Corporation	06/04/85	328		



TRACT	PARTICIPANT	ACREAGE	PERCENT
1	R. R. Bruce, et al	108.425	67.76563
2	R. R. Bruce, et al	14.904	9.31500
3	Alston Fee	36.000	22.50000
4	R. R. Bruce, et al	0.532	0.33250
5	R. R. Bruce, et al	0.070	0.04375
6	R. R. Bruce, et al	0.057	0.03562
7	R. R. Bruce, et al	0.012	0.00750
TOTALS		160.000	100.00000

STATE OF LOUISIANA
KENNETH FONTENOT
Reg. No. 4428
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Kenneth Fontenot

REGISTERED LAND SURVEYOR NO. 4428
STATE OF LOUISIANA
JOHN E. CHANCE & ASSOCIATES, INC.

EXHIBIT "B"

THE STONE PETROLEUM CORPORATION
CIB HAZ VU A
MERMENTAU FIELD
JEFFERSON DAVIS PARISH, LOUISIANA

0' 500'

JULY 14, 1987

J.P. HUFF, CLERK OF COURT
Exhibit D
Property Development - Title and Lease History - 001566

Record & Return to Record

618

RECEIVED AND FILED
1988 NOV 28 AM 9:26
CLERK OF COURT
JEFFERSON DAVIS PARISH

484524

14TH JUDICIAL DISTRICT COURT

PARISH OF CALCASIEU

STATE OF LOUISIANA

SUCCESSION

NO. 26,578

LYDIA BOUDREAUX

FILED: 11-7-88

Gay B. Huff
CLERK OF COURT
JEFFERSON DAVIS PARISH

DEPUTY CLERK OF COURT

2002715

JUDGMENT OF POSSESSION

Considering the testament of the decedent which has been probated, the petition for possession, and the record of this proceeding, satisfactory proof having been submitted to the Court that the inheritance taxes due the State of Louisiana has been paid, the law and evidence entitling petitioners to the relief prayed for, and for the reasons this day orally assigned,

IT IS ORDERED, ADJUDGED AND DECREED that:

1. ALFRED C. BOURDIER, whose full name is Alfred Charles Bourdier, is recognized as the sole and only legatee of the decedent and, as such, the owner, and is sent into possession, of all of the property belonging to the succession of the decedent, which includes but not by way of limitation the following described property:

A. Real Estate

1. (a) An undivided one-fourth (1/4th) interest in and to:

A certain tract or parcel of land in Acadia Parish, Louisiana, containing 40 acres, more or less, situated in Irregular Section 25, Township 10 South, Range 2 West, more fully described and bounded now or formerly as follows, to-wit: Bounded on the Northeast by lands of A.C. Boudreaux Estate; Southwest by lands of Ray Richard, formerly Martin Richard and/or West line of said Section 25, Northwest by lands of F. Gotreaux, and Southeast by lands of Charles T. Duhon Estate, and

(b) An undivided one-fourth (1/4th) interest in and to:

That certain tract of land containing 84 acres, more or less, situated in Acadia Parish, Louisiana, and located in Section 25, Township 10 South, Range 2 West, La. Mer., Acadia Parish, Louisiana, and bounded Northeast by the Latrielle Estate, Inc., Southeast by Rosa Belle Duhon, Southwest by Mrs. Rosa Boudreaux, Gus Godeaux and Frank R. Burris, et als, and Northwest by the Mermentau River, together with all the improvements thereon situated. Said property having been acquired by Adolph C. Boudreaux from Albert Green by deed bearing File No. 34274 and recorded in Conveyance Book S-2, at page 274, records of Acadia Parish, Louisiana

484524

1988 NOV -7 PM 4:00

2. An undivided one-fourth (1/4th) interest in and to:

A certain tract or parcel of land containing 7.5 acres, more or less, situated in Irregular Section 24, Township 10 South, Range 2 West, in Acadia Parish, Louisiana and more fully described as bounded now or formerly as follows, to-wit: Bounded on the Northeast by East line of said Section 24, Southwest by lands of the Texas Company; Southeast by lands of Ray Richard, formerly Martin Richard and Northwest by lands of the Texas Company

3. An undivided one-fourth (1/4th) interest in and to:

That certain tract of land containing 20 acres, more or less, situated in the Southeast Quarter of Section 72, Township 10 South, Range 2 West, La. Mer., Acadia Parish, Louisiana, bounded now or formerly as follows: North by Arthur Crawford and the Estate of Thomas V. Crawford; East by Alphee Simon; South by Mrs. Arthur Crawford and the Estate of Thomas V. Crawford.

4. An undivided one-fourth (1/4th) interest in and to:

That certain tract of land containing 18.75 acres, more or less, situated in Section 1, Township 11 South, Range 2 West, La. Mer., Acadia Parish, Louisiana, bounded now or formerly as follows: North by F.P. Breaux and Arthur Crawford and Estate of Thomas V. Crawford; East by Clemile Trahan and West by the Estate of J.S. Mauboules.

5. An undivided one-sixth (1/6th) interest in and to:

Lot 6 of Block 11; Lot 9 of Block 34; Lots 4, 5, 6 and 7 of Block 35; and Lot 1 of Block 40, all in the Village of Mermentau, Acadia Parish, Louisiana

6. An undivided one-fourth (1/4th) interest in and to:

That certain tract of land containing 54 acres, more or less, situated in Acadia Parish, Louisiana, and located in the Northwest Quarter of Section 5, Township 11 South, Range 2 West, La. Mer., bounded North by Oneal Legros Estate, East by Alphee LeBlanc Estate; South by Jules S. Mauboules Estate, and West by Jerry S. Ashley, Joseph Jeanise and Lula H. Jeanise, together with the improvements thereon situated. Said property having been acquired by Adolph C. Boudreaux from the Succession of Aurelien LeBlanc by deed bearing File No. 97203, recorded in Conveyance Book Q-4, page 159, records of Acadia Parish, Louisiana.

7. An undivided one-fourth (1/4th) interest in and to:

That certain tract of land containing Five (5) acres, more or less, situated in Acadia Parish, Louisiana, and located in Section 7, Township 11 South, Range 2 West, La. Mer., and bounded North by Romain and Oday LeBlanc and August Benoit, and P.C. Smith Estate, and Mrs. Prevost LeBlanc; East by Pierre Trahan; South by Texas Company and West by Romain and Oday LeBlanc and August Benoit and P.C. Smith Estate. Said property having been

acquired by Adolph C. Boudreaux from the Succession of Aurelien LeBlanc by deed bearing File No. 97203, recorded in Conveyance Book Q-4, page 159, records of Acadia Parish, Louisiana

8. An undivided one-twelfth (1/12th) interest in and to:

That certain tract of land containing 20 acres, more or less, situated in Section 61, Township 10 South, Range 2 West, in Acadia Parish, Louisiana, bounded North, East, South and West by Lovic C. Desormeaux

9. An undivided one-fourth (1/4th) interest in and to:

Lots 10 and 11 of Block 6 of Richard Subdivision of Lot 3 of Section 14, Township 10 South, Range 2 West, La. Mer., situated in Jefferson Davis Parish, Louisiana, together with the improvements thereon situated. Said property having been acquired by Adolph C. Boudreaux from John Campbell by deed bearing File No. 78142, recorded in Conveyance Book No. 48, at page 522, records of Jefferson Davis Parish, Louisiana

10. An undivided one-eighth (1/8th) interest in and to the following:

That tract of property in Jefferson Davis Parish, Louisiana, with all improvements thereon located and situated; together with all of the oil, gas and minerals underlying, or which may be produced therefrom, together with that oil, gas and other mineral royalty right equal to 3/32 or .093750 of the whole of all oil, gas and other minerals which may be produced from the whole of said tract which contains 1,125.35 acres, more or less, the whole of said tract of land is described as follows, to-wit:

(a) Section 39, Township 10 South, Range 3 West, La. Mer., except that portion lying in triangular form West of the East boundary line of Section 14 if extended through said Section 39; (b) Lot 2 of Fractional Section 13 in Township 10 South, of Range 3 West, La. Mer., (c) Section 17 in Township 10 South, of Range 2 West, La. Mer., except the 328 acres, more or less, of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A.S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey made by E.J. Mead, C.E., dated in (1921); including the two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A.S. Alston & Co., and (d) Section 18 in Township 10 South, of Range 2 West, La. Mer., lying between the Southeast corner of the aforedescribed Section 39 on the West and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolph C. Boudreaux acquired the said property from Jean Castex, Jr. and which act is recorded in Jefferson Davis Parish, Louisiana, LESS AND EXCEPT AND NOT INCLUDED in the aforedescribed tract is the surface only of those 10 acre parcels of property

described as follows and designated as "First" and "Second", to-wit:

First. That ten acre parcel of land situated in Section 18, Township 10 South, Range 2 West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolph C. Boudreaux to Pelican Oil Purchasers, Inc., by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit:

Starting at the Northwest corner of Section 18, Township 10 South, Range 2 West, at a one-and-a-quarter (1¼") inch galvanized iron pipe on the right descending bank of the Mermentau River on the line between Township 10 South, Range 2 and 3 West; thence South 51°13' East, 276.5 feet; thence South 53°00' East, 600 feet to a one-and-a-quarter (1¼") inch galvanized pipe, the lower front corner of the Robira Ten (10) acre tract for a point of beginning; thence following the right bank of the Mermentau River South 65°30' East, 450 feet; thence South 84°00' East, 250 feet; thence leaving the River and running South 37°00' West, 693.5 feet; thence North 72°06' West, 691.5 feet to lower side line of the Robira ten acre tract; thence following said line North 37°00' East, 693.5 feet to place of beginning and containing ten acres; as per plat by F. Shutts Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by ten acre tract owned by John J. Robira, his widow, heirs and assigns, on the West by other land of Albert Sidney Johnson and Adolph C. Boudreaux.

Second. That certain parcel of land comprising ten acres, more or less, situated in Section 18, Township 10 South, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by Albert Sidney Johnson and Adolph C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, page 101, of the records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the corner between Section 18, Township 10 South, Range 3 West, said corner being on the right descending bank of the Mermentau River; thence South 37° West, 368 feet to a one-and-a-quarter (1¼") inch galvanized pipe; thence South 53° East, 272.4 feet to the line between Section 18, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West, 921 feet South of the corner between the two said Sections; thence South 53° East, 327.6 feet to a one-and-a-quarter (1¼") inch galvanized iron pipe; thence North 37° East, 726 feet to a one-and-a-quarter (1¼") inch galvanized pipe on the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1¼") inch galvanized pipe; thence South 37° West, 358 feet to the point of beginning and containing ten acres.

11. An undivided one-fourth (1/4th) interest in and to:

Lot 621 in the Subdivision of the North half of Southeast Quarter of Southwest Quarter of Section 30, Township 9 South, Range 10 West, La. Mer., acquired by Adolph C. Boudreaux from Mutual Sulphur Oil Co. by deed bearing File No. 32606,

recorded in Conveyance Book 151, page 437, records of Calcasieu Parish, Louisiana, situated in Calcasieu Parish, Louisiana

12. The following described property situated in the City of Lake Charles, Parish of Calcasieu, State of Louisiana, to-wit:

Lot Twenty-four (24) of Block Nine (9) of Edgemont, a subdivision in the City of Lake Charles, Louisiana, as per plat recorded, together with all improvements thereon situated.

13. An undivided 20% interest in the following described property located in Acadia Parish, Louisiana:

That certain tract of land containing 8.3 acres, more or less, located in Section 9, Township 10 South, Range 2 West and being bounded, now or formerly, as follows: North by Burnley C. Lynch; East by The Texas Company; South by Bayou Plaquemine and/or Zula Mire Harrington; and West by Bayou Des Cannes and/or Leon M. Medlenka

B. Cash

1. First Federal Savings & Loan Association of Lake Charles, Lake Charles, Louisiana, Certificate of Deposit #1520-13398, in name of Mrs. Castex Boudreaux, in the principal amount of $40,622.13, dated June 18, 1985

2. Calcasieu Marine National Bank Certificate of Deposit of $50,000.00 in name of Mrs. Castex Boudreaux, Account #01205137-30

3. Calcasieu Marine National Bank Checking Account #01205137-10, in name of Mrs. Castex Boudreaux Special Account

C. Miscellaneous properties

1. Household goods

2. 1984 Mercury Marquis automobile, GRM, 4D, VIN - 2MEBP93F1EX659091 in name of Lydia M. Boudreaux

3. A 20% interest in the W.T. McBride Estate interest in 10 shares of Lucky Strike Oil and Mineral Company stock in name of W.T. McBride being Stock Certificate No. 121, dated January 19, 1981

2. All banks, trust companies, insurance companies, and all other persons, partnerships, unincorporated associations, or corporations having on deposit or in their possession or under their control any money, credits, stocks, dividends, bonds, or other property belonging to the estate of the decedent, LYDIA

BOUDREAUX, are hereby required to deliver or pay them to Alfred C. Bourdier.

JUDGMENT READ AND SIGNED in Chambers in the City of Lake Charles, Louisiana, this 7 day of November, 1988.

/s/ Ellis Bond
DISTRICT JUDGE

A TRUE COPY
LAKE CHARLES, LOUISIANA
11-14-88
Bertha Ned
DEPUTY CLERK OF COURT
CALCASIEU PARISH, LOUISIANA

Exhibit D

Castex Development - Title and Lease History - 001572

282 495122

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1990 JUL 25 AM 9:21
CLERK OF COURT
JEFFERSON DAVIS PARISH

SUCCESSION OF	:	31ST JUDICIAL DISTRICT COURT
WORREL B. JOHNSON	:	PARISH OF JEFFERSON DAVIS
NO. P-33-90	:	STATE OF LOUISIANA

JUDGMENT OF POSSESSION

Considering the petition for possession and the record of this proceeding, satisfactory proof having been submitted to the Court that no inheritance taxes are due by the heirs and that there is no necessity for further administration of this succession, the law and evidence entitling petitioners to the relief prayed for, and for the reasons this date orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED that DORA (ELVADORA) CARY JOHNSON be and she is hereby recognized as the surviving spouse in community of the decedent, and, as such, hereby sent and put in possession of an undivided one-half (1/2) interest of the property belonging to the community of acquets and gains existing between her and decedent, and of the usufruct during her lifetime, or until she should remarry, of all of decedent's property, rights and credits, whether separate or community, which decedent left at his death; said usufruct to include her right to sign and execute any oil, gas and mineral leases affecting such property as decedent left at his death and to receive and use the bonuses, renewal rentals and royalties which may be payable under said leases, and the right to receive and use the bonuses, renewal rentals and royalties under any oil, gas or mineral leases existing at the time of decedent's death on any of his property, including the royalties payable under producing leases at the time of decedent's death of the hereinafter described property.

495122

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that PATRICK HENRY JOHNSON be and he is hereby recognized as the sole heir of the decedent, and, as such, entitled to the ownership and sent into possession of decedent's one-half (1/2) interest in the community property and all of the separate property belonging to the succession of decedent, subject to the above described

usufruct in favor of DORA (ELVADORA) CARY JOHNSON. The said property includes, but is not limited to the following, to-wit:

COMMUNITY PROPERTY

Lot 20 of Block 5 of Davis Addition to the City of Jennings, Jefferson Davis Parish, Louisiana, together with all buildings and improvements thereon situated.

An undivided interest in and to:

(a) Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, La. Meridian, except that portion lying in triangular form west of the East boundary line of Section Fourteen (14) if extended through said Section Thirty-nine (39);

(b) Lot Two (2) of Fractional Section Thirteen (13) in Township Ten (10) South, Range Three (3) West, La. Meridian;

(c) Section Seventeen (17), Township Ten (10) South, Range Two (2) West, La. Meridian, (except the 328 acres more or less of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and other to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a Plat of Survey made by E. J. Mead, C. E., dated in 1921); including two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. S. Alston & Co., and

(d) Section Eighteen (18), Township Ten (10) South, Range Two (2) West, La. Meridian, lying between the Southeast corner of the aforedescribed Section Thirty-nine (39) on the West, and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolphe C. Boudreaux acquired the said property from Jean Castex, Jr., and which Act is recorded in Jefferson Davis Parish, Louisiana; LESS AND EXCEPT AND NOT INCLUDED in the aforedescribed tract are those two ten acre parcels of property described as follows and designated as "First Exception" and "Second Exception", to-wit:

First Exception: That ten (10) acre parcel of land situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc., by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit:

Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1 1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe, the lower front corner of the Robira 10 acre tract for a point of beginning; thence following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence leaving the river and running South 37° 00' West 693.5 feet; thence North 72° 06' West 691.5 feet to lower side line of the Robira 10 acres; thence following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

Second Exception: That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit:

Beginning at a point 459 feet South of the corner between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence South 53° East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39) Township Ten (10) South, Range Three (3) West, 921 feet South of the corner between the two said sections; thence South 53° East 327.6 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence North 37° East 726 feet to a one-and-a quarter (1 1/4") galvanized pipe on the right descending bank of the Mermentau River; thence North 53° West up to the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing ten (10) acres.

A royalty interest on the above described property under lease to Stone Petroleum Company.

Checking Account No. 336743 at the Jeff Davis Bank & Trust Co. in the name of Worrell B. Johnson

Certificate of Deposit No. 80-049937 at Jennings Federal Savings and Loan Association in the name of Worrell B. Johnson

Certificate of Deposit No. 80-049945 at Jennings Federal Savings and Loan Association in the name of Dora C. Johnson

Certificate of Deposit No. 2-62-100950 at Jennings Federal Savings and Loan Association in the name of Worrell B. Johnson or Dora C. Johnson

1721 shares in Van Kampen Merritt US Government Fund ($14.86 per share)

An undivided 1/5th interest in a $100,000 USA Coupon Bond

Note Receivable: Dated 7/1/73 signed by Richard W. Johnson with a Face Amount of $20,000.00

Note Receivable: Dated 10/12/65 signed by Mamie C. Johnson with a Face Amount of $2,650

Household Furniture and Fixtures

SEPARATE PROPERTY

An undivided interest in and to:

(a) Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, La. Meridian, except that portion lying in triangular form west of the East boundary line of Section Fourteen (14) if extended through said Section Thirty-nine (39);

(b) Lot Two (2) of Fractional Section Thirteen (13) in Township Ten (10) South, Range Three (3) West, La. Meridian;

(c) Section Seventeen (17), Township Ten (10) South, Range Two (2) West, La. Meridian, (except the 328 acres more or less of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and other to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a Plat of Survey made by E. J. Mead, C. E., dated in 1921); including two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. S. Alston & Co., and

(d) Section Eighteen (18), Township Ten (10) South, Range Two (2) West, La. Meridian, lying between the Southeast corner of the aforedescribed Section Thirty-nine (39) on the West, and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolphe C. Boudreaux acquired the said property from Jean Castex, Jr., and which Act is recorded in Jefferson Davis Parish, Louisiana; LESS AND EXCEPT AND NOT INCLUDED in the aforedescribed tract are those two ten acre parcels of property described as follows and designated as "First Exception" and "Second Exception", to-wit:

First Exception: That ten (10) acre parcel of land situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc., by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit:

Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1 1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe, the lower front corner of the Robira 10 acre tract for a point of beginning; thence following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence leaving the river and running South 37° 00' West 693.5 feet; thence North 72° 06' West 691.5 feet to lower side line of the Robira 10 acres; thence following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

Second Exception: That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit:

Beginning at a point 459 feet South of the corner between Section Eighteen (18),

Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence South 53° East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39) Township Ten (10) South, Range Three (3) West, 921 feet South of the corner between the two said sections; thence South 53° East 327.6 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence North 37° East 726 feet to a one-and-a quarter (1 1/4") galvanized pipe on the right descending bank of the Mermentau River; thence North 53° West up to the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing ten (10) acres.

A royalty interest on the above described property under lease to Stone Petroleum Company.

A royalty interest on the following described property, to-wit:

160.00 acres of land, more or less, lying and being situated in Section 39, Township 10 South, Range 3 West, and Section 17, Township 10 South, Range 2 West, Jefferson Davis Parish, State of Louisiana, and being more fully described as follows, to-wit:

Beginning at a corner established by E. J. Mead, C.E. in a survey made in connection with the sale by Jean Castex and others to A. S. Alston & Co. on February 14, 1922, said corner being on the north line of Irregular Section 17, Township 10 South, Range 2 West on No Name Slough, thence northwest along the north line of said section 17 to the most northerly corner, thence continuing northwest along the north line of Irregular Section 39, Township 10 South, Range 3 West to the most northerly northwest corner of said Section 39, thence southwest along the west line of Section 39 to a corner established by this 160 acre reservation, thence southeasterly on a line parallel with the north lines of Sections 39 and 17, to a corner on the aforesaid No Name Slough, thence northerly meandering along said slough to the point of beginning; the distances along the east and west lines of this reserved tract being sufficient that the whole of the tract shall contain 160.00 acres. Bounded now or formerly as follows: On the North by Acadia Development Company, Inc.; on the South by other lands of the Lessor; on the East by the Texas Company; and on the West by A. H. Hebert. This being the same lands released by Marshall R. Young, et al, by Act of Release dated September 16, 1957, recorded in

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Book 221, at page 334, of the Conveyance Records of Jefferson Davis Parish, Louisiana.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all banks, trust companies, insurance companies, and all other persons, partnerships, unincorporated associations, or corporations having on deposit, or in their possession or under their control any money, credits, stocks, dividends, bonds, or other property depending upon or belonging to the succession decedent, WORREL B. JOHNSON, are hereby required to deliver them to the heirs named above in the proportions fixed by this judgment.

JENNINGS, LOUISIANA, this 25 day of July 1990.

DISTRICT JUDGE

89

RECEIVED AND FILED

FILED THIS 25 DAY OF July 90
BY Dee Meaux
BY CLERK OF COURT

Exhibit D
Castex Development - Title and Lease History - 001579

STONE PETR CORP ET AL TO REUBEN RAYMOND BRUCE ET AL PAR REL

559

PARTIAL RELEASE OF OIL AND GAS LEASES

STATE OF LOUISIANA

JEFFERSON DAVIS PARISH

497817

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1990 DEC 18 AM 9:13
CLERK OF COURT
JEFFERSON DAVIS PARISH

KNOW ALL MEN BY THESE PRESENTS:

That,

THE STONE PETROLEUM CORPORATION, a Delaware corporation, P.O. Box 52807, Lafayette, Louisiana 70505, MISLATEX MINERALS CORPORATION, a Louisiana corporation, P. O. Box 52807, Lafayette, Louisiana 70505, and CONTINENTAL LAND & FUR CO., INC., a Delaware corporation, 909 Poydras Street, Suite 2100, New Orleans, Louisiana, 70112, as owners of record, do hereby RELEASE, RELINQUISH, REMISE, QUITCLAIM AND SURRENDER all right, title and interest in and to those certain Oil, Gas and Mineral Leases listed on Exhibit "A" attached hereto and made a part hereof; LESS AND EXCEPT that acreage located within the confines of the Bruce No. 2, Marg Tex RA SU A Unit, W. Mermentau Field, Jefferson Davis Parish, Louisiana as established by State of Louisiana Office of Conservation Order No. 101-H, dated January 13, 1989 but effective January 10, 1989 as recorded in Book 692, file 485426, Jefferson Davis Parish, Louisiana AND LESS AND EXCEPT that acreage lying within the Bruce No. 3, CIB HAZ VU A Unit, W. Mermentau Field, Jefferson Davis Parish, Louisiana as established by that certain Declaration of Unitization and Voluntary Unitization Agreement dated October 27, 1987 as recorded in Book 679, Page 26, File No. 481300, Jefferson Davis Parish, Louisiana.

497817

IN WITNESS WHEREOF, this instrument is executed on this 20th day of September, 1989, in the presence of the undersigned competent witnesses.

WITNESSES:

Melanie C. Bandari

Anne W. Wilson

THE STONE PETROLEUM CORPORATION

By: H. A. McKissack

Howard A. McKissack
Vice President

Melanie C. Bandari

Anne W. Wilson

MISLATEX MINERALS CORPORATION

By: H. A. McKissack

Howard A. McKissack
Vice President

Kay Watson

Kevin Battaglia

CONTINENTAL LAND & FUR CO., INC.

By: C. O. Bolt

C. O. Bolt
Vice President

ORIGINAL

560

STATE OF LOUISIANA

PARISH OF LAFAYETTE

ON THIS 20th day of September, 1989, before me, appeared HOWARD A. MCKISSACK, to me personally known, who, being by me duly sworn, did say that he is the VICE PRESIDENT of THE STONE PETROLEUM CORPORATION, a Delaware Corporation, and that the foregoing instrument was signed on behalf of the corporation by authority of its Board of Directors and said HOWARD A. McKISSACK acknowledged said instrument to be the free act and deed of said corporation.

Madonna E. Arnaud
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF LAFAYETTE

ON THIS 20th day of September, 1989, before me, appeared HOWARD A. McKISSACK, to me personally known, who being by me duly sworn, did say that he is the Vice President of MISLATEX MINERALS CORPORATION, a Louisiana corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said HOWARD A. McKISSACK acknowledged said instrument to be the free act and deed of said corporation.

Madonna E. Arnaud
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF ORLEANS

ON THIS 26th day of September, 1989, before me, appeared C.O. Bolt, to me personally known, who being by me duly sworn, did say that he is the Vice-President of CONTINENTAL LAND & FUR CO., INC., a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said C.O. Bolt acknowledged said instrument to be the free act and deed of said corporation.

Jan F. Dillman
NOTARY PUBLIC

EXHIBIT "A"

561

Attached to and made a part of that certain Partial Release of Oil and Gas Leases dated September 20, 1989 from the Stone Petroleum Corporation, et al.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	RECORDING INFORMATION PAGE	ACT NO
85-494-07.A	Reuben Raymond Bruce, et al	*	01-23-84	595	456390
85-494-07.B	Bernice Foreman Boudreaux	*	01-23-84	595	456392
85-494-07.C	Mark W. Boudreaux	*	01-23-84	595	456394
85-494-07.D	Wayne Boudreaux	*	01-23-84	595	456393
85-494-07.E	Albert Sidney Johnson, III	*	01-23-84	595	456391
85-494-09.A	Reuben Raymond Bruce, et al	*	01-23-84 Eff 7/22/84	595	456384
85-494-09.B	Bernice Foreman Boudreaux	*	01-23-84 Eff 7/22/84	595	456381
85-494-09.C	Mark W. Boudreaux	*	01-23-84 Eff 7/22/84	595	456383
85-494-09.D	Wayne Boudreaux	*	01-23-84 Eff 7/22/84	595	456382
85-494-09.E	Albert Sidney Johnson, III	*	01-23-84 Eff 7/22/84	595	456380

* Maranatha Minerals Corp.

INSOFAR AND ONLY INSOFAR as said acreage lies outside the confines of the Bruce No. 2, Marg Tex RA SU A Unit, W. Mermentau Field, Jefferson Davis Parish, Louisiana as established by State of Louisiana Office of Conservation Order No. 101-H, dated January 13, 1989 but effective January 10, 1989 as recorded in Book 692, file 485426, Jefferson Davis Parish, Louisiana; and

INSOFAR AND ONLY INSOFAR as said acreage lies outside the confines of the Bruce No. 3, CIB HAZ VU A Unit, W. Mermentau Field, Jefferson Davis Parish, Louisiana as established by that certain Declaration of Unitization and Voluntary Unitization Agreement dated October 27, 1987 as recorded in Book 679, Page 26, File No. 481300, Jefferson Davis Parish, Louisiana.

CARLTON L. DUHON, CLERK OF COURT

499379

74

SUCCESSION OF : 31ST JUDICIAL DISTRICT COURT

ELVADORA LOUISE CARY JOHNSON : PARISH OF JEFFERSON DAVIS

NO. P-42-91 : STATE OF LOUISIANA

JUDGMENT OF POSSESSION

Considering the petition for possession and the record of this proceeding, satisfactory proof having been submitted to the Court that no inheritance taxes are due by the heirs and that there is no necessity for administration of this succession, the law and evidence entitling petitioners to the relief prayed for, and for the reasons this date orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED that DEBORAH LYNN JOHNSON and CHRISTINE ANN JOHNSON be and they are hereby recognized as the grandchildren of the decedent, and according to the terms of decedent's Last Will and Testament are hereby sent and put into possession of the ownership of $50,000.00 each.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that PATRICK HENRY JOHNSON be and he is hereby recognized as the son of decedent, and, according to the terms of decedent's Last Will and Testament is hereby sent and put into possession of the remaining property belonging to the succession of decedent. The said property is hereinafter described, to-wit:

499379

IMMOVABLE PROPERTY

JEFFERSON DAVIS PARISH, LOUISIANA:

An undivided one-half interest in and to: Lot 20 of Block 5 of Davis Addition to the City of Jennings, Jefferson Davis Parish, Louisiana, together with all buildings and improvements thereon situated.

An undivided interest in and to the following described property, known as the Johnson-Boudreaux Farm:

(a) Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, La. Meridian, except that portion lying in triangular form west of the East boundary line of Section Fourteen (14) if extended through said Section Thirty-nine (39);

(b) Lot Two (2) of Fractional Section Thirteen (13) in Township Ten (10) South, Range Three (3) West, La. Meridian;

Exhibit D
Castex Development - Title and Lease History - 001583

(c) Section Seventeen (17), Township Ten (10) South, Range Two (2) West, La. Meridian, (except the 328 acres more or less of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and other to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a Plat of Survey made by E. J. Mead, C. E., dated in 1921); including two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. S. Alston & Co., and

(d) Section Eighteen (18), Township Ten (10) South, Range Two (2) West, La. Meridian, lying between the Southeast corner of the aforedescribed Section Thirty-nine (39) on the West, and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolphe C. Boudreaux acquired the said property from Jean Castex, Jr., and which Act is recorded in Jefferson Davis Parish, Louisiana; LESS AND EXCEPT AND NOT INCLUDED in the aforedescribed tract are those two ten acre parcels of property described as follows and designated as "First Exception" and "Second Exception", to-wit:

First Exception: That ten (10) acre parcel of land situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc., by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit:

Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1 1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe, the lower front corner of the Robira 10 acre tract for a point of beginning; thence following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence leaving the river and running South 37° 00' West 693.5 feet; thence North 72° 06' West 691.5 feet to lower side line of the Robira 10 acres; thence following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts Sons, Civil Engineers, attached to said deed; said tract of land is bounded on

the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

Second Exception: That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit:

Beginning at a point 459 feet South of the corner between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence South 53° East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39) Township Ten (10) South, Range Three (3) West, 921 feet South of the corner between the two said sections; thence South 53° East 327.6 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence North 37° East 726 feet to a one-and-a quarter (1 1/4") galvanized pipe on the right descending bank of the Mermentau River; thence North 53° West up to the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing ten (10) acres.

An undivided interest in and to:
A royalty interest on the above described property under lease to Stone Petroleum Company.

ACADIA PARISH, LOUISIANA:

An undivided interest in and to those certain tracts or parcels of land situated in the Parish of Acadia, State of Louisiana, with all buildings and improvements thereon, inherited by ELVADORA LOUISE CARY JOHNSON from WILLIAM H. CARY, SR., described as follows:

(a) The Northeast Quarter of the Northwest Quarter of Section 6, Township 11 South, Range 2 West, containing 40.61 acres.

(b) Lots 3 and 5 of Section 64, Township 10 South, Range 2 West, containing 64.74 acres.

(c) The Southwest Quarter of the Northwest Quarter of Section 6, Township 11 South, Range 2 West, containing 40 acres, more or less, and the Northeast Quarter of Lot 1 in Section 1, Township 11 South, Range 3 West, containing 40 acres.

(d) 48.91 acres, being part of Lots 3 and 4 in Section 36, Township 10 South, Range 3 West, La. Mer, embraced in the following boundaries: Beginning at the Southwest corner of Lot 4, on the East side or bank of the Mermentau River; thence East on line between Lots 4 and 5 to the East boundary of Section 36; thence North on said East boundary 40.70 chains to the Northeast corner of Lot 3; thence West 7.25 chains to land sold by Sam Joyner to Matt Rowe, and lately owned by F. J. Anberg; thence South 20 degrees East, 5.33 chains; thence South 15 degrees East, 4.50 chains; thence South 25 degrees West, 2.10 chains; thence South 53 degrees West 3 chains; thence South 40 degrees West, 2.33 chains; thence South 25 degrees West, 3.10 chains; thence South 12 degrees West, 3.33 chains; thence South 18 degrees, West 5.20 chains; thence South 30 degrees West, 2 chains; thence South 20 degrees West 3.45 chains to Bayou Begg; thence on North Bank of said bayou to the Mermentau River; thence on East Bank of River to the place of beginning.

(e) Lots 4, 6, 7 and 8 in Section 64, Township 10 South, Range 2 West, La. Mer., containing 167.70 acres.

(f) Another tract or parcel of land, being portions of Sections 20 and 21, Township 10 South, Range 2 West, and more fully described as follows: Beginning at the Southwest Corner of Section 20; thence North 38 degrees West along West line of Section 20 to the edge of cypress swamp at a post from which a forked sweet gum bears South 71 degrees East a distance of 24 feet, and a sweet gum 2 feet in Diameter bears North 82 degrees East a distance of 2.8 feet, thence meandering the South edge of said swamp as follows: North 47 degrees 45 minutes East, 401 feet; thence North 86 degrees 20 minutes East, 428 feet; thence North 68 degrees 10 minutes East, 222 feet; thence South 70 degrees 10 minutes East, 478 feet; thence North 60 degrees East, 114 feet; thence North 31 degrees 40 minutes East, 818 feet; thence North 20 degrees West, 323 feet; thence North 10 degrees 40 minutes East, 147 feet; thence North 35 degrees 15 minutes East, 216 feet; thence North 79 degrees 50 minutes East, 321 feet; thence North 23 degrees 30 minutes East, 418 feet; thence South 38 degrees East, 1800 feet to the South line of Section 21; thence South 21 degrees 45 minutes West along said South

line 1474 feet to the Southwest Corner of Section 21; thence South 38 degrees East to the Southeast Corner of Section 20; thence South 62 degrees West to the Southwest Corner of Section 20, and the place of beginning, said tract containing 147.72 acres;

all bearings are magnetic and bounded North by lands now or formerly belonging to Ursula Parker, East by Duhon and Henry, South by Henry, Smith and Bibbins, and West by Bibbins. Containing in all 549.69 acres, more or less.

(g) Southeast Quarter of Northwest Quarter of Section 6, Township 11 South, Range 2 West, La. Mer., containing 40.59 acres.

An undivided interest in Lots 1, 2, 3, 4, 5, 6 and 8 of Block 37 of the Original Plat of Mermentau Townsite in the Village of Mermentau, Acadia Parish, Louisiana, with all buildings and improvements thereon situated.

An undivided interest in those certain tracts or parcels of land inherited by ELVADORA LOUISE CARY JOHNSON from ALICE M. CASTEX CARY described as follows:

(a) A certain plantation consisting of 400 acres, more or less, on the north side of Bayou Queue de Tortue, in Township 11 South, Range 2 West, and being in whole or in larger part in Section 4, but perhaps in minor part in Section 9 and consisting of divers parcels of land purchased by Jean Castex as follows, and under the following descriptions: (1) from Joseph Alsendore Istre on January 4, 1896, by the Act No. 8862 of the files of the Clerk's office for Acadia Parish, W/2 of Lots 7 and 8 in Section 4, Township 11 South, Range 2 West, being 84.33 acres, less the 20 arpents sold therefrom by vendor to Dupreville Istre; (2) from Alexandre Istre on February 6, 1896, by the Act No. 9093 of said files; 35 miles, more or less, in SE/4 of said Section 4, commencing 3 1/2 acres from SE corner of said tract and from there running still West 3 1/2 acres, then North 10 acres, then East 3 1/2 acres, and then South 10 acres; (3) from Adrien LeBlanc on April 11, 1896, by the act No. 9368 of said files, 40 acres on the East side of his (vendor's) land the whole length of his claim, located in said Section 4; (4) from Adan Istre on May 14, 1896, by the Act No. 9470 of said files, 35 acres, more or less, in SE/4 of said Section 4, commencing at SE corner of said tract and running West 3 1/2 acres, then North 10 acres, then East 3 1/2 acres, and then South 10 acres, less 6 acres sold to Pierre Margelleaux, and 1 1/2 acres for the graveyard, leaving 27.5 acres, more or less, bounded North by Louis Pegot, South by Bayou queue de Tortue, East by Aurelien

LeBlanc, and West by Alexandre Istre; less also, an additional portion of said land which the widow and heirs of Jean Castex donated by the Act 43256 of said files, dated May 25, 1916, to enlarge said graveyard; (5) from Louis Pegot on June 16, 1896, by the act no 9531 of said files, 48 arpents, more or less, in Lots 7 and 8 of said Section 4, bounded North, South and West by Jean Castex, and East by Aurelien LeBlanc; (6) from Dermille Trahan on November 24, 1896, by the Act No. 9917 of said files, S/2 of Lots 1, 2, and 3 of said Sec. 4, being 140.72 acres; (7) from C. H. Wright on April 14, 1897, by the Act No. 10505, 9 acres, more or less, in Section 9 of said Township, bounded North by Jean Castex, South by Ajeran Broussard, East by Bayou queue de Tortue, and West by Theoville LeBlanc, and (8) from Desire Richard on November 12, 1897, by the act No. 10822 of said files, 50 arpents in N.2 of Lots 1, 2 and 3 of said Section 4, starting 5 arpents from NW corner of said land and then running East 7 arpents, thence South 7 arpents, then again West 7 arpents, and then again north the same distance.

Together with all the buildings and improvements thereon, and particularly, the pumping plant, 2 warehouses, 2 cabins, 2 barns, fencing, etc., also the following rights of way belonging to said plantation; The following rights of way for irrigation canal purposes, acquired by the widow and heirs of Jean Castex on February 23, 1904, and having a width extending 25' outward on each side of the middle of the levee of said canal as then built and operated: (1) from Lewis Henry, by the Act No. 23055 of the files of the Clerk's Office for Acadia Parish, in W/2 of SE/4, Section 67, Township 10 South, Range 2 West; (2) from Belizaire Lafosse, by the act No. 23058 of said files, in N/2 of SE/4 and S/2 of NE/4 Section 69, Township 10 South, Range 2 West, and (3) from Tenace Richard, by the Act No. 23059 of said files in SW/4, Section 4, Township 11 South, Range 2 West; and, also the right of way for irrigation canal purposes, acquired by the widow and heirs of Jean Castex from Edval Benoit on February 23, 1904, by the Act No. 23060 of said files, in S/2 of SE/4 and in SE/4 of Section 69, Township 10 South, Range 2 West, and having a width extending 50' outward on each side of the middle of each levee of the main canal as build, and a width extending 25' outward on each side of the middle of each levee of the lateral as built;

(b) 100 acres, more or less, in Township 11 South, Range 2 West, (in or about Section 40) and consisting of two parcels of land purchased by Jean Castex, and by the widow and heirs of Jean Castex, as follows, and under the following descriptions: (1) from William J. Meehan on February 22, 1899, by the act No. 12789

of the files of the Clerk's office for Acadia Parish, 75 arpents, more or less, on Bayou queue de Tortue, in Township 11 South, Range 2 West. Acquired by C. J. Meehan from Jean Dupreo Thibodeaux December 12, 1895, in which act the land sold is further described as being the remainder of the land acquired by vendor Thibodeaux from George Harrington by sale before R. C. Sittig, N.P., July 20, 1872. Acquired by vendor from C. J. Meehan August 22, 1898, and (2) from Jean Dupreo Thibodeaux on December 22, 1903, by the act No. 22453 of said files, 40 acres, more or less, in Section 40, Township 11 South, Range 2 West, being part of property vendor acquired from Eulalie Harrington October 14, 1876;

(c) 63 acres in Section 70, Township 10 South, Range 2 West, and being situated in Lot 4 and in the W/2 of the NW/4 of said Section, acquired by Jean Castex from Theogene Labauve on May 21, 1896, by the act No. 9480 of the files of the Clerk's office for Acadia Parish, wherein the land sold was further described as being the remaining part of 131.39 acres, as per U. S. patent issued November 25, 1889, and being the unsold part of above land;

(d) 30 acres, more or less, in NE/4 of Section 69, Township 10 South, Range 2 West, commencing at SE corner of N/2 of said tract of land and running West 14 acres, thence North 2 acres, more or less, then again East 14 acres, then again South 2 1/2 acres, more or less. Acquired by Jean Castex from Froyen Istre on November 30, 1897, by the act No. 10932 of the files of the Clerk's office for Acadia Parish;

(e) 30 acres, more or less, in S/2 of SE/4 of Section 69, Township 10 South, Range 2 West, acquired by Jean Castex from C. J. Meehan on January 20, 1898, by the Act No. 11141, wherein said property is described as being bounded N. by Belizaire LaFosse, S. by Adrien LeBlanc, E. by Ursin Dubois and W. by Edval Benoit, and

(f) SE/4 of NW/4, Section 70, Township 10 South, Range 2 West, 40 acres, more or less, acquired by Jean Castex from Ozime LaBauve on April 23, 1898, by the Act No. 11850 of the files of the Clerk's Office for Acadia Parish.

(g) A certain tract of land in Acadia Parish, Louisiana, containing seventeen and one-half (17 1/2) acres, more or less, in the North Half of the Lots 1, 2 and 3 of Section Four in Township Eleven South, Range Two West, Louisiana Meridian, which was patented by the USA to Adrien LeBlanc on August 3, 1889, the tract hereinabove extending from the North line to the South line of said North Half, and being bounded as follows: on the North by land of the heirs of Jean Castex and by land of Edval Benoit; on the South by land of the heirs

of Jean Castex; on the East by land of purchaser, and on the West by the heirs of Jean Castex; and being the property which was conveyed as follows:
(1) by Adrien LeBlanc to Metrie Mack on March 5, 1903, by Act No. 21042;
(2) by Metrie Mack to Adrien LeBlanc on March 5, 1903, by Act No. 21043;
(3) by Adrien LeBlanc to Adam LeBlanc on February 27, 1904, by Act No. 22996;
(4) by Adam LeBlanc to Oneil Smith on December 8, 1904, by Act No. 24496;
(5) by Oneil Smith to vendor herein on December 30, 1905, by Act No. 26224; and
(6) by Adrien LeBlanc and wife to vendor herein on February 7, 1910, by Act No. 33243.

An undivided interest in Lot 6, Block 11; Lots 9, 10 and 11 Block 34; Lots 4, 5, 6 and 7 Block 35; and a small parcel of land in the shape of a triangle in the Northeast corner of Lot 1 of Block 40, all of the Original Plat of Mermentau Townsite in the Village of Mermentau, Acadia Parish, Louisiana.

Checking Account No. 10336743
at the Jeff Davis Bank & Trust Co.

Checking Account No. 10336751
at the Jeff Davis Bank & Trust Co.

Certificate of Deposit No. 80-052750
at Jennings Federal Savings and
Loan Association

Certificate of Deposit No. 80-052742
at Jennings Federal Savings and
Loan Association

M.M.D.A. No. 2-62-100950
at Jennings Federal Savings and
Loan Association

Van Kempen Merritt
U. S. Government Fund
1721 shares - Acct. No. 418934

An undivided 1/10th interest in a
$100,000 USA Coupon Bond

An undivided one-half interest in:
Note Receivable: Dated 7/1/73
signed by Richard W. Johnson with a
Face Amount of $20,000.00

An undivided one-half interest in:
Note Receivable: Dated 10/12/65
signed by Mamie C. Johnson with a
Face Amount of $2,650

An undivided one-half interest in:
1987 Dodge Diplomat
VIN 1B3BG56P6HX810968

An undivided one-half interest in:
Household Furniture and Fixtures

82

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all banks, trust companies, insurance companies, and all other persons, partnerships, unincorporated associations, or corporations having on deposit, or in their possession or under their control any money, credits, stocks, dividends, bonds, or other property depending upon or belonging to the succession decedent, ELVADORA LOUISE CARY JOHNSON, are hereby required to deliver them to the heirs named above.

JENNINGS, LOUISIANA, this 20 day of March, 1991.

DISTRICT JUDGE

FILED TIME _____ DAY
OF 20 March 91
BY. CLERK OF COURT

500748 651

SUCCESSION OF	:	31ST JUDICIAL DISTRICT COURT
ORA JOHNSON MIGUEZ	:	PARISH OF JEFFERSON DAVIS
	:	
NO. P-79-90	:	STATE OF LOUISIANA

91 JUN 10 PM 2:09

JEFFERSON DAVIS PARISH

JUDGMENT OF POSSESSION

Considering the petition for possession and the record of this proceeding, satisfactory proof having been submitted to the Court that no inheritance taxes are due by the heirs and that there is no necessity for further administration of this succession, the law and evidence entitling petitioners to the relief prayed for, and for the reasons this date orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED that the Louisiana Baptist Children's Home, Monroe, Louisiana, be and it is hereby entitled to and be placed into possession of the naked ownership of all of decedent's right, title and interest in what is commonly called the "Johnson-Boudreaux Farm", Jefferson Davis Parish, Louisiana.

BONNA BELLE BRYAN ANDERSON, ROY ANDERSON and DOROTHY MAE BRYAN are entitled to the usufruct over the "Johnson-Boudreaux Farm" to be equally divided among them, as long as each shall live, and the benefits are to accrue equally to the survivors until the last usufructuary dies, at which time the Louisiana Baptist Children's Home, Monroe, Louisiana, shall be the sole owner of decedent's interest in the "Johnson-Boudreaux Farm" in Jefferson Davis Parish, Louisiana. The said property is hereinafter described, to-wit:

> An undivided interest in and to that certain property referred to as the "Johnson-Boudreaux Farm":
>
> (a) Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, La. Meridian, except that portion lying in triangular form west of the East boundary line of Section Fourteen (14) if extended through said Section Thirty-nine (39);
>
> (b) Lot Two (2) of Fractional Section Thirteen (13) in Township Ten (10) South, Range Three (3) West, La. Meridian;
>
> (c) Section Seventeen (17), Township Ten (10) South, Range Two (2) West, La. Meridian, (except the 328 acres more or less of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and other to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a Plat of Survey made by E. J. Mead, C. E., dated in 1921); including two tracts of prairie land

500748

along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. S. Alston & Co., and

(d) Section Eighteen (18), Township Ten (10) South, Range Two (2) West, La. Meridian, lying between the Southeast corner of the aforedescribed Section Thirty-nine (39) on the West, and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolphe C. Boudreaux acquired the said property from Jean Castex, Jr., and which Act is recorded in Jefferson Davis Parish, Louisiana; LESS AND EXCEPT AND NOT INCLUDED in the aforedescribed tract are those two ten acre parcels of property described as follows and designated as "First Exception" and "Second Exception", to-wit:

First Exception: That ten (10) acre parcel of land situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc., by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit:

Starting at the Northwest corner of Section Eighteen (18), Township Ten (10) South, Range Two (2) West, at a one-and-a-quarter (1 1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence South 51° 13' East 276.5 feet; thence South 53° 00' East 600 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe, the lower front corner of the Robira 10 acre tract for a point of beginning; thence following the right bank of the Mermentau River South 65° 30' East 450 feet; thence South 84° 00' East 250 feet; thence leaving the river and running South 37° 00' West 693.5 feet; thence North 72° 06' West 691.5 feet to lower side line of the Robira 10 acres; thence following said line North 37° 00' East 693.5 feet to place of beginning and containing ten (10) acres; as per plat by F. Shutts Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

Second Exception: That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit:

Beginning at a point 459 feet South of the corner between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence

South 53° East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39) Township Ten (10) South, Range Three (3) West, 921 feet South of the corner between the two said sections; thence South 53° East 327.6 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence North 37° East 726 feet to a one-and-a quarter (1 1/4") galvanized pipe on the right descending bank of the Mermentau River; thence North 53° West up to the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing ten (10) acres.

A royalty interest on the above described property under lease to Stone Petroleum Company.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that BONNA BELLE BRYAN ANDERSON and DOROTHY MAE BRYAN be and they are hereby recognized as the sole heirs and legatees under universal title of decedent, and, as such, hereby sent and put into possession of the remaining property belonging to the succession of decedent. The said property is hereinafter described, to-wit:

IMMOVABLE PROPERTY

An undivided 3/4 interest in and to:
Lots 1 and 2 of Block 11 of Edgewood Addition to the City of Lake Arthur, Jefferson Davis Parish, Louisiana, together with all buildings and improvements thereon situated.

An undivided 3/4 interest in and to:
An undivided one-third interest in and to the South Half of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter, the Southwest Quarter of the Southwest Quarter of Section 29, Township 8 South, Range 3 West, Jefferson Davis Parish, Louisiana.

An undivided 3/4 interst in and to:
Lot 144 in Greenwood Cemetery, City of Jennings, Jefferson Davis Parish, State of Louisiana.

Beginning at a point 164 feet North of the Northwest corner intersection of State Street and Davies Avenue on the West side of State Street, thence running North on and along the West side of State Street 100 feet to a corner, thence at right angles running West parallel with Davies Avenue a distance of 168.3 feet to a corner, thence at right angles running south a distance of 100 feet to a corner, thence East parallel with Davies Avenue a distance of 168.3 feet to the place of beginning.

MOVABLE PROPERTY

Proceeds from policy with Prudential Insurance Co.

Checking Account No. 07-118090-10 at the Calcasieu Marine National Bank

IMMA Account No. 07-118090-11 at the Calcasieu Marine National Bank

Certificate of Deposit No. 07-118090-32 at Calcasieu Marine National Bank

Certificate of Deposit No. 07-118090-33 at Calcasieu Marine National Bank

Money Market Certificate No. 100-912182-11 at First Federal Savings and Loan Association of Lake Charles

Certificate of Deposit No. 53-014555 at Jennings Federal Savings and Loan Association

Certificate of Deposit No. 53-019686 at Jennings Federal Savings and Loan Association

Certificate of Deposit No. 53-023015 at Jennings Federal Savings and Loan Association

Certificate of Deposit No. 53-013062 at Jennings Federal Savings and Loan Association

Certificate of Deposit No. 53-008140 at Jennings Federal Savings and Loan Association

Certificate of Deposit No. 53-023023 at Jennings Federal Savings and Loan Association

Certificate of Deposit No. 53-012870 at Jennings Federal Savings and Loan Association

An undivided 3/4 interest in and to:
99,800 shares in Jeff Davis Mortuary Benefit Association represented by stock certificate numbers 16, 19, 21, 22, 25, 27, 31, and 33

An undivided 3/4 interest in and to:
999 shares in Adam Miguez Funeral Home, Inc. represented by stock certificate numbers 5, 7 and 9

Checking Account No. 388201 at the Jeff Davis Bank & Trust Company

Checking Account No. 388236 at the Jeff Davis Bank & Trust Company

Savings Account No. 510983 at the Jeff Davis Bank & Trust Company

Certificate of Deposit No. 21768 at Jeff Davis Bank & Trust Company

Certificate of Deposit No. 20111 at Jeff Davis Bank & Trust Company

Certificate of Deposit No. 20923 at Jeff Davis Bank & Trust Company

Certificate of Deposit No. 22350 at Jeff Davis Bank & Trust Company

United States of America Currency & Coins

An undivided 3/4 interest in and to:
480 shares in Jeff Davis Bank & Trust Company represented by stock certificate numbers 825, 828, 1076, 1077, 1355, 1356, 1804, 1805, 2326 and 2327

Amount received from BFO Energy, Inc.

Amount received from Stone Petroleum Corp.

Amount due from U. S. Treasury

Amount due from State of Louisiana Department of Revenue and Taxation

An undivided 3/4 interest in and to:
Household Furniture and Fixtures

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that BONNA BELLE BRYAN ANDERSON and DOROTHY MAE BRYAN be discharged from their duties as Co-Testamentary Executrix.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all banks, trust companies, insurance companies, and all other persons, partnerships, unincorporated associations, or corporations having on deposit, or in their possession or under their control any money, credits, stocks, dividends, bonds, or other property depending upon or belonging to the succession decedent, ORA JOHNSON MIGUEZ, are hereby required to deliver them to the heirs named above.

JENNINGS, LOUISIANA, this 10 day of June, 1996.

DISTRICT JUDGE

FILED THIS 10 DAY OF June 19 96
Kit Thacker
BY CLERK OF COURT

CARLTON L. DUHON, CLERK OF COURT

504458

PAGE 143

State of Delaware

91 DEC 21 AM 10:05

Office of Secretary of State

I, JEFFREY D. LEWIS, ACTING SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP OF BARUCH-FOSTER CORPORATION, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, MERGING BFO ENERGY, INC. AND REPUBLIC PRODUCTION COMPANY OF TEXAS CORPORATIONS ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, PURSUANT TO SECTION 253 OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1991, AT 9 O'CLOCK A.M.

504458

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

* * * * * * * * * * *

DEPARTMENT OF STATE
OFFICE OF THE SECRETARY OF STATE
DELAWARE

913655298

Jeffrey D. Lewis
ACTING SECRETARY OF STATE

AUTHENTICATION: *3294694

DATE: 01 02 1992

144

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 12/31/1991
913655298 - 999551

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

BFO ENERGY INC.
AND
REPUBLIC PRODUCTION COMPANY OF TEXAS

INTO

BARUCH-FOSTER CORPORATION

TO THE SECRETARY OF STATE OF THE STATE OF DELAWARE

Baruch-Foster Corporation, a Delaware corporation, hereby states and certifies that:

1. Baruch-Foster Corporation, BFO Energy Inc., and Republic Production Company of Texas were incorporated under the laws of the State of Delaware.

2. Baruch-Foster Corporation owns all of the issued and outstanding capital stock of BFO Energy Inc. and Republic Production Company of Texas.

3. Baruch-Foster Corporation, by the following resolutions of its Board of Directors, duly adopted on the 20th day of December, 1991, pursuant to Section 253 of Title 8 of the Delaware Code, determined to merge BFO Energy Inc. and Republic Production Company of Texas into itself on the conditions set forth in such resolutions:

RESOLVED, that BFO Energy Inc. and Republic Production Company of Texas which are wholly-owned subsidiaries of Baruch-Foster Corporation be merged with and into Baruch-Foster Corporation, and Baruch-Foster Corporation assumes all of the obligations of BFO Energy Inc. and Republic Production Company of Texas.

RESOLVED FURTHER, that the President and the Secretary of Baruch-Foster Corporation are hereby authorized and directed to make, execute and acknowledge a Certificate of Ownership and Merger setting forth:

a) a copy of the resolutions to so merge BFO Energy Inc. and Republic Production Company of Texas with and into Baruch-Foster Corporation;

b) a provision that after the merger, all the shares of BFO Energy Inc. and Republic Production Company of Texas shall be cancelled and no additional shares of Baruch-Foster Corporation shall be issued due to Baruch-Foster Corporation being the sole shareholder of BFO Energy Inc. and Republic Production Company of Texas; and

c) the date of adoption of such resolutions by the Board of Directors of Baruch-Foster Corporation.

RESOLVED FURTHER, that the President and Secretary of Baruch-Foster Corporation are hereby authorized and directed in the name and on behalf of Baruch-Foster Corporation to file the Certificate of Ownership and Merger with the Secretary of State of the State of Delaware, and do any and all other acts necessary to see the intent of the above resolutions are carried forth.

4. The merger of BFO Energy Inc. and Republic Production Company of Texas into Baruch-Foster Corporation has been approved by Baruch-Foster Corporation, the sole shareholder of all of the issued and outstanding capital stock of BFO Energy Inc. and Republic Production Company of Texas in accordance with Section 253 of Title 8 of the Delaware Code.

IN WITNESS WHEREOF, Baruch-Foster Corporation has caused this Certificate to be signed by its President and attested by its Secretary, this 30th day of December, 1991, to be effective as of the Certificate's filing date, as authorized by Section 103(c) of Title 8 of the Delaware Code and do certify that facts herein are true.

ATTEST:

(SEAL)

BARUCH-FOSTER CORPORATION
a Delaware corporation

Atheda W. Fletcher
Atheda W. Fletcher, Assistant Secretary

By Donald T. Duke
Donald T. Duke, President

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 30th day of December, 1991 by Donald T. Duke, President of Baruch-Foster Corporation, a Delaware corporation, on behalf of the corporation.

Mary E. Gilmore
Notary Public

My Commission Expires:

July 28, 1994

413-1073

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PAGE

State of Delaware

504459

92 JAN 21 AM 10:05

Office of Secretary of State

I, JEFFREY D. LEWIS, ACTING SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP OF HADSON PETROLEUM (USA), INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, MERGING BARUCH-FOSTER CORPORATION A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, PURSUANT TO SECTION 253 OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1991, AT 9:01 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

504459

* * * * * * * * * * *

DEPARTMENT OF STATE
OFFICE OF THE SECRETARY OF STATE
DELAWARE

913655299

ACTING SECRETARY OF STATE

*3295811

AUTHENTICATION:

DATE: 01-02-1992

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:01 AM 12/31/1991
913655299 - 176309

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CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

BARUCH-FOSTER CORPORATION

INTO

HADSON PETROLEUM (USA), INC.

TO THE SECRETARY OF STATE OF THE STATE OF DELAWARE

Hadson Petroleum (USA), Inc., a Delaware corporation, hereby states and certifies that:

1. Hadson Petroleum (USA), Inc. and Baruch-Foster Corporation were incorporated under the laws of the State of Delaware.

2. Hadson Petroleum (USA), Inc. owns all of the issued and outstanding capital stock of Baruch-Foster Corporation.

3. Hadson Petroleum (USA), Inc., by the following resolutions of its Board of Directors, duly adopted on the 20th day of December, 1991, pursuant to Section 253 of Title 8 of the Delaware Code, determined to merge Baruch-Foster Corporation with and into itself on the conditions set forth in such resolutions:

RESOLVED, that Baruch-Foster Corporation which is a wholly-owned subsidiary of Hadson Petroleum (USA), Inc. be merged with and into Hadson Petroleum (USA), Inc., and Hadson Petroleum (USA), Inc. assumes all of the obligations of Baruch-Foster Corporation.

RESOLVED FURTHER, that the President and the Secretary of Hadson Petroleum (USA), Inc. are hereby authorized and directed to make, execute and acknowledge a Certificate of Ownership and Merger setting forth:

a) a copy of the resolutions to so merge Baruch-Foster Corporation with and into Hadson Petroleum (USA), Inc.;

b) a provision that after the merger, all the shares of Baruch-Foster Corporation shall be cancelled and no additional shares of Hadson Petroleum (USA), Inc. shall be issued due to Hadson Petroleum (USA), Inc. being the sole shareholder of Baruch-Foster Corporation; and

c) the date of adoption of such resolutions by the Board of Directors of Hadson Petroleum (USA), Inc.

RESOLVED FURTHER, that the President and Secretary of Hadson Petroleum (USA), Inc. are hereby authorized and directed in the name and on behalf of Hadson Petroleum (USA), Inc. to file the Certificate of Ownership and

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Merger with the Secretary of State of the State of Delaware, and do any and all other acts necessary to see the intent of the above resolutions are carried forth.

4. The merger of Baruch-Foster Corporation into Hadson Petroleum (USA), Inc. has been approved by Hadson Petroleum (USA), Inc., the sole shareholder of all of the issued and outstanding capital stock of Baruch-Foster Corporation in accordance with Section 253 of Title 8 of the Delaware Code.

IN WITNESS WHEREOF, Hadson Petroleum (USA), Inc. has caused this Certificate to be signed by its President and attested by its Secretary, this 30th day of December, 1991, to be effective as of the Certificate's filing date, as authorized by Section 103(c) of Title 8 of the Delaware Code and do certify that facts herein are true.

ATTEST:
(SEAL)

HADSON PETROLEUM (USA), INC.
a Delaware corporation

Atheda W. Fletcher
Atheda W. Fletcher, Assistant Secretary

By Donald T. Duke
Donald T. Duke, President

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 30th day of December, 1991 by Donald T. Duke, President of Hadson Petroleum (USA), Inc., a Delaware corporation, on behalf of the corporation.

Mary E. Gilmore
Notary Public

My Commission Expires:
July 28, 1994

H13-1073

1538

504689

DONATION INTER VIVOS 3 PM 2:15

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

BE IT KNOWN, that on this date before me, the undersigned Notary Public, duly commissioned and qualified in and for Jefferson Davis Parish, Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

> REUBEN RAYMOND BRUCE and MARIE O'NELIA SIMONEAUX BRUCE, husband and wife respectively, both of the full age of majority and residents of Jefferson Davis Parish, Louisiana, whose mailing address is declared to be 439 E. Academy Avenue, Jennings, Louisiana 70546, hereinafter referred to herein as "DONORS",

who declared that in consideration of the love and affection which DONORS bear for their children, namely,

> RAY NELL BRUCE CALVIN, married to Ronald Calvin, of the full age of majority, a resident of Harris County, Texas, whose mailing address is 601 Cypress Station 601, Houston, Texas 77090;
>
> PATRICIA GAY BRUCE MOORE, wife of Bobby Moore, of full age of majority, a resident of Jefferson Davis Parish, Louisiana, whose mailing address is 214 Morton Street, Jennings, Louisiana 70546; and
>
> NELIA KAREN BRUCE GOLDMAN, wife of James O. Goldman, of full age of majority, a resident of Ouachita Parish, Louisiana, whose mailing address is 2410 Pinehurst, Monroe, Louisiana 71201,

504689

hereinafter referred to as "DONEES", and for the purpose of improving their financial situation, do by this formal act of donation, irrevocably give and donate inter vivos and deliver unto them, in the proportions of an undivided 1/3rd interest to each, the following described property located in Jefferson Davis Parish, Louisiana, to-wit:

> An undivided 10.5/100 interest in the following described property, to-wit:
>
> (a) Section 39 in Township 10 South of Range 3 West, La. Mer., except that portion lying in triangular form West of the East boundary line of Section 14, if extended through said Section 39; (b) Lot 2 of Fractional Section 13 in Township 10 South of Range 3 West, La. Mer.; (c) Section 17 in Township 10 South of Range 2 West, La. Mer., (except the 328 acres more or less of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A.S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a Plat of Survey made by E. J. Mead, C.E., dated in 1921); including two tracts of prairie land along the

North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A.S. Alston & Co., and (d) Section 18 in Township 10 South of Range 2 West, La. Mer., lying between the Southeast corner of the aforedescribed Section 39 on the West, and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolphe C. Boudreaux acquired the said property from Jean Castex, Jr., and which Act is recorded in Jefferson Davis Parish, La., containing 145.35 acres more or less, LESS AND EXCEPT:

(1) All mineral rights;

(2) That ten acre parcel of land situated in Section 18, Township 10 South, Range 2 West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section 18, Township 10 South, Range 2 West, at a 1¼ inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township 10 South, Range 2 and 3 West; thence South 51°13' East 276.5 feet; thence South 53°00' East 600 feet to a 1¼ inch galvanized pipe, the lower front corner of the Robira 10 acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65°30' East 450 feet; thence South 84°00' East 250 feet; thence leaving the River and running South 37°00' West 693.3 feet; thence North 72°06' West 691.5 feet to lower side line of the Robira 10 acres; thence following said line North 37°00' East 693.5 feet to a place of beginning and containing 10 acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

(3) That certain parcel of land comprising 10 acres, more or less, situated in Section 18, Township 10 South, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the corner between Section 18, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a 1¼ inch galvanized pipe; thence South 53° East 272.4 feet to the line between Section 18, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West 921 feet South of the corner between the two

said sections; thence South 53° East 327.6 feet to a 1¼ inch galvanized iron pipe; thence North 37° East 726 feet to a 1¼ inch galvanized pipe on the right descending bank of the Mermentau River; thence North 53° West up the right descending bank of the Mermentau River 600 feet to a 1¼ inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing 10 acres.

DONORS herein make this donation to DONEES as their separate property, for their separate use, adiminstration, benefit, and control and no part of said property shall fall into the community of acquets and gains existing between DONEES and their respective spouses.

AND NOW, PATRICIA GAY BRUCE MOORE, does hereby personally appear in the presence of the undersigned witnesses and me, Notary, and accepts the said Donation made to her aforesaid, for herself and her heirs, successors and assigns.

TO HAVE AND TO HOLD the above described property unto the said DONEES, respectively, and their respective heirs and assigns, forever.

Said parties estimate the value of the property donated to each Donee to be of a value of $13,785.00.

THUS DONE AND PASSED at Jennings, Jefferson Davis Parish, Louisiana, on this 17th day of January, 1992, in the presence of the undersigned competent witnesses and me, Notary Public.

WITNESSES:

Rebecca L. Woolley

Penelope A. Hebert

DONORS:

Reuben Raymond Bruce
REUBEN RAYMOND BRUCE

Marie O'Nelia Simoneaux Bruce
MARIE O'NELIA SIMONEAUX BRUCE

DONEE:

Patricia Gay Bruce Moore
PATRICIA GAY BRUCE MOORE

Stewart M. Thomas
STEWART M. THOMAS
NOTARY PUBLIC

ACCEPTANCE OF DONATION INTER VIVOS

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

BE IT KNOWN, that on this date before me, the undersigned Notary Public, duly comissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

> RAY NELL BRUCE CALVIN, married to Ronald Calvin, of the full age of majority, a resident of Harris County, Texas,

who declared that she has taken cognizance of the Act of Donation by REUBEN RAYMOND BRUCE and MARIE O'NELIA SIMONEAUX BRUCE, passed before Stewart M. Thomas, Notary Public, dated January 17, 1992, of certain property located in Jefferson Davis Parish, Louisiana, fully described in said Act and she accepts said Donation with gratitude.

THUS DONE AND PASSED at Jennings, Louisiana, on this 29th day of January, 1992, in the presence of the undersigned competent witnesses and me, Notary Public.

WITNESSES:

Rebecca L Woolley

Penelope A. Hebert

Raynell Bruce Calvin
RAY NELL BRUCE CALVIN

Stewart M. Thomas
STEWART M. THOMAS
NOTARY PUBLIC

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ACCEPTANCE OF DONATION INTER VIVOS

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

BE IT KNOWN, that on this date before me, the undersigned Notary Public, duly comissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

> NELIA KAREN BRUCE GOLDMAN, married to James O. Goldman, of the full age of majority, a resident of Ouachita Parish, Louisiana,

who declared that she has taken cognizance of the Act of Donation by REUBEN RAYMOND BRUCE and MARIE O'NELIA SIMONEAUX BRUCE, passed before Stewart M. Thomas, Notary Public, dated January 17, 1992, of certain property located in Jefferson Davis Parish, Louisiana, fully described in said Act and she accepts said Donation with gratitude.

THUS DONE AND PASSED at Jennings, Louisiana, on this 31 day of January, 1992, in the presence of the undersigned competent witnesses and me, Notary Public.

WITNESSES:

Dorothy M. Reed

Nelia Karen Bruce Goldman
NELIA KAREN BRUCE GOLDMAN

Linda J. Simar

Stewart M. Thomas
STEWART M. THOMAS
NOTARY PUBLIC

THE H. L. BATH COMPANIES
BATH-GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

OIL, GAS AND MINERAL LEASE

521626 407

THIS AGREEMENT, entered into effective as of July 29 **19** 94

by and between For Lessors' names and addresses, see Exhibit "A" attached hereto and made a part hereof.

herein called "Lessor" (whether one or more) and CAJUN MINERALS, INC., whose mailing address is P.O. Box 53383, Lafayette, Louisiana 70505, **hereinafter called "Lessee", witnesseth, that:**

Lessor, in consideration of the sum of One Hundred Dollars and Other Valuable Considerations ($100.00 & OVC), *hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right* of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

For property description and additional lease provisions, see Exhibit "A" attached hereto and made a part hereof.

521626

RECEIVED AND FILED
94 SEP 7 P 1:35
CLERK OF COURT
JEFFERSON DAVIS PARISH

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 80.00 acres, whether it actually comprises more or less.

This lease shall be for a term of Three (3) *years and* No (0) *months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:*

1. *This lease shall terminate on* July 29, 1995, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of One Hundred, Fifty and No/100 Dollars ($ 150.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods, One Hundred, Fifty and No/100 Dollars ($ 150.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the See Paragraph No. 21 of Exhibit "A" Bank for Rental Division Order. which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

[illegible]

WITNESSES:

For continuation of this lease, see Exhibit "A" attached hereto and made a part hereof.

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STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF Lafayette

BEFORE ME, the undersigned Notary Public, on this day personally appeared David L. Dauterive, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by REUBEN RAYMOND BRUCE, RICHARD W. JOHNSON, SANDRA LYNN JOHNSON TRAHAN, BONNA BELLE BRYAN ANDERSON, ROY ANDERSON, DOROTHY MAE BRYAN, ALFRED C. BOURDIER, LYNN H. BOURDIER and ROSE MARIE B. TOUCHET (Lessor, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me August 30, 1994

Notary Public in and for Lafayette Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, 19____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

Dated _____, 19____

No. of Acres _____

_____ Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____, of the records of this office.

By _____, Deputy

THE H. L. BATH COMPANIES
BATH CRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

EXHIBIT "A"

Attached to that certain Oil, Gas and Mineral Lease, dated July 29, 1994, by and between REUBEN RAYMOND BRUCE, ET AL, LESSOR and CAJUN MINERALS, INC., LESSEE.

LESSORS:

REUBEN RAYMOND BRUCE, husband of Marie Onelia S. Bruce, whose mailing address is 439 East Academy Avenue, Jennings, Louisiana 70546;

PATRICK HENRY JOHNSON, husband of Shirley Johnson, whose mailing address is 305 Pellerin Drive, Kenner, Louisiana 70065;

RICHARD W. JOHNSON, husband of Nancy W. Johnson, whose mailing address is P.O. Box 190, Welch, Louisiana 70591;

ALBERT SIDNEY JOHNSON, III, husband of Agnes Johnson, whose mailing address is 10963 Pomegranate Drive, Tuscon, Arizona 85737;

SANDRA LYNN JOHNSON TRAHAN, judicially divorced from Markham Trahan, whose mailing address is 230 Village Lane, Lafayette, Louisiana 70506;

BONNA BELLE BRYAN ANDERSON and ROY ANDERSON, wife and husband, whose mailing address is 9069 Seward Lane, Elton, Louisiana 70532;

DOROTHY MAE BRYAN, single, whose mailing address is 611 Cary Avenue, Jennings, Louisiana 70546;

LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA, herein represented by John R. Williams, its duly authorized Executive Director-Treasurer as per attached Resolution, whose mailing address is P.O. Box 4196, Monroe, Louisiana 71211;

ALFRED C. BOURDIER, husband of Gayle H. Bourdier, whose mailing address is 1543 Oakwood Drive, Lake Charles, Louisiana 70611;

MILTON F. BOURDIER, divorced from Margaret B. Bourdier, whose mailing address is P.O. Box 545, Katy, Texas 77492-0545;

LYNN H. BOURDIER, husband of Eva Cutright Bourdier, whose mailing address is 416 Julius Street, Lake Charles, Louisiana 70605;

BERNADINE B. ZIBILICH, widow of William Zibilich, whose mailing address is 125 Valentine Drive, Avondale, Louisiana 70058;

ROSE MARIE B. TOUCHET, judicially separated from Robert Touchet, whose mailing address is 596 Champagne Circle, No. 2, Lake Charles, Louisiana 70611;

DAVID L. BOURDIER, husband of Janet R. Bourdier, whose mailing address is P.O. Box 762, Patterson, Louisiana 70392;

BERNICE FOREMAN BOUDREAUX, widow of Mark Boudreaux, whose mailing address is 7300 Dearwester Drive, Apartment No. 516, Cincinnati, Ohio 45236-6113;

MARK W. BOUDREAUX, husband of Janelle Boudreaux, whose mailing address is 2601 Petworth Circle, Cincinnati, Ohio 45236;

WAYNE F. BOUDREAUX, husband of Vera Boudreaux, whose mailing address is 1165 Ivanhoe Drive, North Muskegon, Michigan 49445; and

YVETTE MARIE BOUDREAUX LAFLEUR, judicially divorced from Elmer LaFleur, whose mailing address is P.O. Box 118, Marshall, Texas 75671.

All the above Lessors dealing herein with their separate and/or paraphernal property.

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PROPERTY DESCRIPTION:

TOWNSHIP 10 SOUTH - RANGE 3 WEST

That certain tract or parcel of land containing **80.00** acres, more or less, situated in irregular Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana and being further described as follows: Beginning at the Southwest corner of said irregular Section 39, thence run North 53 degrees, 8 minutes East along the Northwest section line of said irregular Section 39 a distance of 4,428 feet to a point of beginning; thence run North 53 degrees, 8 minutes East along said Northwest section line a distance of 2,640 feet; thence run Southeasterly, perpendicular to said Northwest section line a distance of 1,320 feet; thence run Southwesterly, parallel to said Northwest section line, a distance of 2,640 feet; thence run Northwesterly, perpendicular to said Northwest section line, a distance of 1,320 feet to the point of beginning. Said tract being bounded by lands owned, now or formerly, as follows: Northwest by Ann H. Hebert and Frank Perl, Jr., et al; and Northeast, Southeast and Southwest by other lands of Lessor not herein leased.

ADDITIONAL LEASE PROVISIONS:

14) The rights granted herein shall be limited to those horizons encountered from the surface of the earth down to a depth of 10,000 feet.

15) This lease covers and includes Lessor's interest in and to all roads, streets, servitudes, and/or rights of way traversing or adjacent to the above described property.

16) Wherever the designation one-eighth (1/8) appears in paragraph seven (7) herein, the designation one-fourth (1/4) shall be substituted therefor.

17) In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein provided that if it be by rental payments, rentals shall be reduced in proportion to the number of acres covered hereby and included in such unit or units. If at or after the end of the primary term, this lease is being maintained as to a part of the lands by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations or production, lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than two (2) year(s) beyond the end of the primary term. Notwithstanding anything herein contained to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of a shut-in gas rental as provided in Paragraph No. 6, then no rental payment shall be required under this paragraph as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of this paragraph shall be applicable.

18) At the conclusion of any and all operations hereunder, Lessee shall restore the leased premises to its original condition as reasonably possible within one year following cessation of operations; and moreover, prior to any excavation into the surface of the lease property, the topsoil shall be first removed or bulldozed and stacked or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said topsoil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

19) The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of Lessors.

20) Notwithstanding provisions of Paragraph No. 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received be Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

21) Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts to wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
REUBEN RAYMOND BRUCE	$3,000.00	Calcasieu Marine National Bank Jennings, LA 70546
PATRICK HENRY JOHNSON	$900.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
RICHARD W. JOHNSON	$300.00	Calcasieu Marine National Bank Welch, LA 70591-0826
ALBERT SIDNEY JOHNSON, III	$300.00	Bank One, Magee-Oracle Branch Tucson, AZ 85704
SANDRA LYNN JOHNSON TRAHAN	$300.00	Hibernia National Bank Lafayette, LA 70501
BONNA BELLE BRYAN ANDERSON and ROY ANDERSON	$800.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
DOROTHY MAE BRYAN	$400.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA	$0.00	N/A
ALFRED C. BOURDIER	$1,750.00	Calcasieu Marine National Bank Lake Charles, LA 70601
MILTON F. BOURDIER	$250.00	QueStar Bank Houston, TX 77084
LYNN H. BOURDIER	$250.00	Calcasieu Marine National Bank Lake Charles, LA 70601
BERNADINE B. ZIBILICH	$250.00	Seacor Bank Harvey, LA 70058
ROSE MARIE B. TOUCHET	$250.00	Calcasieu Marine National Bank Lake Charles, LA 70601
DAVID L. BOURDIER	$250.00	Mail payments directly to Lessor at above address.
BERNICE FOREMAN BOUDREAUX	$1,500.00	Mail payments directly to Lessor at above address.
MARK W. BOUDREAUX	$0.00	N/A
WAYNE F. BOUDREAUX	$0.00	N/A
YVETTE MARIE BOUDREAUX LAFLEUR	$1,500.00	East Texas National Bank Marshall, TX 75671

Lessors agree that the above division is solely for the purposes of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

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22) Lessor shall not bear any of the cost associated with the use of a compressor in the operations conducted hereunder.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

David L. Castevine
Pat

Reuben Raymond Bruce
REUBEN RAYMOND BRUCE
SS# [redacted]

David L. Castevine
Pat

PATRICK HENRY JOHNSON
SS#

Richard W. Johnson
RICHARD W. JOHNSON
SS# [redacted]

David L. Castevine
Pat

ALBERT SIDNEY JOHNSON, III
SS#

Sandra Lynn Johnson Trahan
SANDRA LYNN JOHNSON TRAHAN
SS# [redacted]

David L. Castevine
Pat

Bonna Belle Bryan Anderson
BONNA BELLE BRYAN ANDERSON
SS# [redacted]

David L. Castevine
Pat

Roy Anderson
ROY ANDERSON
SS# [redacted]

David L. Castevine
Pat

Dorothy Mae Bryan
DOROTHY MAE BRYAN
SS# [redacted]

LOUISIANA BAPTIST CHILDREN'S HOME
MONROE, LOUISIANA

BY:
JOHN R. WILLIAMS, Executive Director
Tax ID#

David L. Castevine
Pat

Alfred C. Bourdier
ALFRED C. BOURDIER
SS# [redacted]

MILTON F. BOURDIER
SS#

David L. Castevine
Pat

Lynn H. Bourdier
LYNN H. BOURDIER
SS# [redacted]

BERNADINE B. ZIBILICH
SS#

David L. Castevine
Pat

Rose Marie B. Touchet
ROSE MARIE B. TOUCHET
SS# [redacted]

DAVID L. BOURDIER
SS#

BERNICE FOREMAN BOUDREAUX
SS#

MARK W. BOUDREAUX
SS#

WAYNE F. BOUDREAUX
SS#

YVETTE MARIE BOUDREAUX LAFLEUR
SS#

THE M. L. BATH COMPANIES
BATH-GRAM
FORM 42 CPN-NEW SOUTH
LOUISIANA REVISED FOUR (4)-POOLING
REVISED "A"

OIL, GAS AND MINERAL LEASE 521627

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THIS AGREEMENT, entered into effective as of July 29 19 94

by and between For Lessors' names and addresses, see Exhibit "A" attached hereto and made a part hereof.

herein called "Lessor" (whether one or more) and CAJUN MINERALS, INC., whose mailing address is P.O. Box 53383, Lafayette, Louisiana 70505, hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of One Hundred Dollars and Other Valuable Considerations ($ 100.00 & OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

For property description and additional lease provisions, see Exhibit "A" attached hereto and made a part hereof.

RECEIVED AND FILED
94 SEP 7 PM 1:39
CLERK OF COURT
JEFFERSON DAVIS PARISH

521627

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 80.00 acres, whether it actually comprises more or less.

This lease shall be for a term of Three (3) years and No (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on July 29 19 95, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of One Hundred, Fifty and No/100 Dollars ($ 150.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods One Hundred, Fifty and No/100 Dollars ($ 150.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the See Paragraph No. 21 of Exhibit "A" Bank of for Rental Division Order. which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to main in Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

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10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

[illegible]

For continuation of this lease, see Exhibit "A" attached hereto and made a part hereof.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF Orleans }

On this 8th day of August, 1994, before me personally appeared PATRICK HENRY JOHNSON

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, 19____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

Notary Public.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, 19____, before me appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____

of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

Dated _____, 19____

No. of Acres _____ Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____, of the records of this office.

By _____, Deputy

THE H. L. BATH COMPANIES
printers and publishers
BATH-O-GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

420

EXHIBIT "A"

Attached to that certain Oil, Gas and Mineral Lease, dated July 29, 1994, by and between REUBEN RAYMOND BRUCE, ET AL, LESSOR and CAJUN MINERALS, INC., LESSEE.

LESSORS:

REUBEN RAYMOND BRUCE, husband of Marie Onelia S. Bruce, whose mailing address is 439 East Academy Avenue, Jennings, Louisiana 70546;

PATRICK HENRY JOHNSON, husband of Shirley Johnson, whose mailing address is 305 Pellerin Drive, Kenner, Louisiana 70065;

RICHARD W. JOHNSON, husband of Nancy W. Johnson, whose mailing address is P.O. Box 190, Welch, Louisiana 70591;

ALBERT SIDNEY JOHNSON, III, husband of Agnes Johnson, whose mailing address is 10963 Pomegranate Drive, Tuscon, Arizona 85737;

SANDRA LYNN JOHNSON TRAHAN, judicially divorced from Markham Trahan, whose mailing address is 230 Village Lane, Lafayette, Louisiana 70506;

BONNA BELLE BRYAN ANDERSON and ROY ANDERSON, wife and husband, whose mailing address is 9069 Seward Lane, Elton, Louisiana 70532;

DOROTHY MAE BRYAN, single, whose mailing address is 611 Cary Avenue, Jennings, Louisiana 70546;

LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA, herein represented by John R. Williams, its duly authorized Executive Director-Treasurer as per attached Resolution, whose mailing address is P.O. Box 4196, Monroe, Louisiana 71211;

ALFRED C. BOURDIER, husband of Gayle H. Bourdier, whose mailing address is 1543 Oakwood Drive, Lake Charles, Louisiana 70611;

MILTON F. BOURDIER, divorced from Margaret B. Bourdier, whose mailing address is P.O. Box 545, Katy, Texas 77492-0545;

LYNN H. BOURDIER, husband of Eva Cutright Bourdier, whose mailing address is 416 Julius Street, Lake Charles, Louisiana 70605;

BERNADINE B. ZIBILICH, widow of William Zibilich, whose mailing address is 125 Valentine Drive, Avondale, Louisiana 70058;

ROSE MARIE B. TOUCHET, judicially separated from Robert Touchet, whose mailing address is 596 Champagne Circle, No. 2, Lake Charles, Louisiana 70611;

DAVID L. BOURDIER, husband of Janet R. Bourdier, whose mailing address is P.O. Box 762, Patterson, Louisiana 70392;

BERNICE FOREMAN BOUDREAUX, widow of Mark Boudreaux, whose mailing address is 7300 Dearwester Drive, Apartment No. 516, Cincinnati, Ohio 45236-6113;

MARK W. BOUDREAUX, husband of Janelle Boudreaux, whose mailing address is 2601 Petworth Circle, Cincinnati, Ohio 45236;

WAYNE F. BOUDREAUX, husband of Vera Boudreaux, whose mailing address is 1165 Ivanhoe Drive, North Muskegon, Michigan 49445; and

YVETTE MARIE BOUDREAUX LAFLEUR, judicially divorced from Elmer LaFleur, whose mailing address is P.O. Box 118, Marshall, Texas 75671.

All the above Lessors dealing herein with their separate and/or paraphernal property.

PROPERTY DESCRIPTION:

TOWNSHIP 10 SOUTH - RANGE 3 WEST

That certain tract or parcel of land containing **80.00** acres, more or less, situated in irregular Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana and being further described as follows: Beginning at the Southwest corner of said irregular Section 39, thence run North 53 degrees, 8 minutes East along the Northwest section line of said irregular Section 39 a distance of 4,428 feet to a point of beginning; thence run North 53 degrees, 8 minutes East along said Northwest section line a distance of 2,640 feet; thence run Southeasterly, perpendicular to said Northwest section line a distance of 1,320 feet; thence run Southwesterly, parallel to said Northwest section line, a distance of 2,640 feet; thence run Northwesterly, perpendicular to said Northwest section line, a distance of 1,320 feet to the point of beginning. Said tract being bounded by lands owned, now or formerly, as follows: Northwest by Ann H. Hebert and Frank Perl, Jr., et al; and Northeast, Southeast and Southwest by other lands of Lessor not herein leased.

ADDITIONAL LEASE PROVISIONS:

14) The rights granted herein shall be limited to those horizons encountered from the surface of the earth down to a depth of 10,000 feet.

15) This lease covers and includes Lessor's interest in and to all roads, streets, servitudes, and/or rights of way traversing or adjacent to the above described property.

16) Wherever the designation one-eighth (1/8) appears in paragraph seven (7) herein, the designation one-fourth (1/4) shall be substituted therefor.

17) In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein provided that if it be by rental payments, rentals shall be reduced in proportion to the number of acres covered hereby and included in such unit or units. If at or after the end of the primary term, this lease is being maintained as to a part of the lands by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations or production, lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than two (2) year(s) beyond the end of the primary term. Notwithstanding anything herein contained to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of a shut-in gas rental as provided in Paragraph No. 6, then no rental payment shall be required under this paragraph as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of this paragraph shall be applicable.

18) At the conclusion of any and all operations hereunder, Lessee shall restore the leased premises to its original condition as reasonably possible within one year following cessation of operations; and moreover, prior to any excavation into the surface of the lease property, the topsoil shall be first removed or bulldozed and stacked or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said topsoil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

19) The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of Lessors.

20) Notwithstanding provisions of Paragraph No. 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received be Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

21) Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts to wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
REUBEN RAYMOND BRUCE	$3,000.00	Calcasieu Marine National Bank Jennings, LA 70546
PATRICK HENRY JOHNSON	$900.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
RICHARD W. JOHNSON	$300.00	Calcasieu Marine National Bank Welch, LA 70591-0826
ALBERT SIDNEY JOHNSON, III	$300.00	Bank One, Magee-Oracle Branch Tucson, AZ 85704
SANDRA LYNN JOHNSON TRAHAN	$300.00	Hibernia National Bank Lafayette, LA 70501
BONNA BELLE BRYAN ANDERSON and ROY ANDERSON	$800.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
DOROTHY MAE BRYAN	$400.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA	$0.00	N/A
ALFRED C. BOURDIER	$1,750.00	Calcasieu Marine National Bank Lake Charles, LA 70601
MILTON F. BOURDIER	$250.00	QueStar Bank Houston, TX 77084
LYNN H. BOURDIER	$250.00	Calcasieu Marine National Bank Lake Charles, LA 70601
BERNADINE B. ZIBILICH	$250.00	Seacor Bank Harvey, LA 70058
ROSE MARIE B. TOUCHET	$250.00	Calcasieu Marine National Bank Lake Charles, LA 70601
DAVID L. BOURDIER	$250.00	Mail payments directly to Lessor at above address.
BERNICE FOREMAN BOUDREAUX	$1,500.00	Mail payments directly to Lessor at above address.
MARK W. BOUDREAUX	$0.00	N/A
WAYNE F. BOUDREAUX	$0.00	N/A
YVETTE MARIE BOUDREAUX LAFLEUR	$1,500.00	East Texas National Bank Marshall, TX 75671

Lessors agree that the above division is solely for the purposes of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

22) Lessor shall not bear any of the cost associated with the use of a compressor in the operations conducted hereunder.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

REUBEN RAYMOND BRUCE
SS#

PATRICK HENRY JOHNSON
SS# [redacted]

RICHARD W. JOHNSON
SS#

ALBERT SIDNEY JOHNSON, III
SS#

SANDRA LYNN JOHNSON TRAHAN
SS#

BONNA BELLE BRYAN ANDERSON
SS#

ROY ANDERSON
SS#

DOROTHY MAE BRYAN
SS#

LOUISIANA BAPTIST CHILDREN'S HOME
MONROE, LOUISIANA

BY:
JOHN R. WILLIAMS, Executive Director
Tax ID#

ALFRED C. BOURDIER
SS#

MILTON F. BOURDIER
SS#

LYNN H. BOURDIER
SS#

BERNADINE B. ZIBILICH
SS#

ROSE MARIE B. TOUCHET
SS#

DAVID L. BOURDIER
SS#

424

BERNICE FOREMAN BOUDREAUX
SS#

MARK W. BOUDREAUX
SS#

WAYNE F. BOUDREAUX
SS#

YVETTE MARIE BOUDREAUX LAFLEUR
SS#

THE H. L. BATH COMPANIES
BATH-GRAM

FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

OIL, GAS AND MINERAL LEASE 521628

425

THIS AGREEMENT, entered into effective as of July 29 **19**94,

by and between For Lessors' names and addresses, see Exhibit "A" attached hereto and made a part hereof.

herein called "Lessor" (whether one or more) and CAJUN MINERALS, INC., whose mailing address is P.O. Box 53383, Lafayette, Louisisana 70505,
hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of One Hundred Dollars and Other Valuable Considerations ($ 100.00 & OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

For property description and addittional lease provisions, see Exhibit "A" attached hereto and made a part hereof.

CLERK OF COURT
JEFFERSON DAVIS PARISH

94 SEP 7 P1:35

RECEIVED AND FILED

521628

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 80.00 acres, whether it actually comprises more or less.

This lease shall be for a term of Three (3) years and No (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on July 29 19 95, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of One Hundred, Fifty and No/100 Dollars ($ 150.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods, One Hundred, Fifty and No/100 Dollars ($ 150.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the See Paragraph No. 21 of Exhibit "A" Bank for Rental Division Order. (Exhibit D) which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

Castex Development - Title and Lease History - 001626

assigns, and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable, (b) one eighth (1/8th) of the market value at the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land, (c) one eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed, and (e) one eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

[illegible]

For continuation of this lease, see Exhibit "A" attached hereto and made a part hereof.

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STATE OF ~~LOUISIANA~~ Arizona
PARISH (OR COUNTY) OF Pima

On this 8th day of August, 19 94, before me personally appeared ALBERT SIDNEY JOHNSON, III

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public

My Commission Expires Sept. 18, 1997

STATE OF
PARISH (OR COUNTY) OF

On this day of, 19, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed.

Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF

BEFORE ME, the undersigned Notary Public, on this day personally appeared, who, being by me duly sworn, stated under oath that was one of the subscribing witnesses to the foregoing instrument and that the same was signed by

(Lessor, as above mentioned) in presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me, 19

Notary Public in and for Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF

BEFORE ME, the undersigned Notary Public, on this day personally appeared, who, being by me duly sworn, stated under oath that was one of the subscribing witnesses to the foregoing instrument and that the same was signed by

(Lessor, as above mentioned) in presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me, 19

Notary Public in and for Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF
PARISH (OR COUNTY) OF

ON THIS day of, 19, before me appeared

to me personally known, who, being by me duly sworn, did say that he is the

of the and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said acknowledged said instruments to be the free act and deed of said corporation.

Notary Public.

No.

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM

TO

Dated, 19

No. of Acres

Parish, Louisiana

Term

This instrument was filed for record on the day of, 19, at o'clock M., and duly recorded in Book, Page, of the records of this office.

By, Deputy

THE M. L. BATH COMPANIES
BATH-GRAM
FORM 48 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

EXHIBIT "A"

Attached to that certain Oil, Gas and Mineral Lease, dated July 29, 1994, by and between REUBEN RAYMOND BRUCE, ET AL, LESSOR and CAJUN MINERALS, INC., LESSEE.

LESSORS:

REUBEN RAYMOND BRUCE, husband of Marie Onelia S. Bruce, whose mailing address is 439 East Academy Avenue, Jennings, Louisiana 70546;

PATRICK HENRY JOHNSON, husband of Shirley Johnson, whose mailing address is 305 Pellerin Drive, Kenner, Louisiana 70065;

RICHARD W. JOHNSON, husband of Nancy W. Johnson, whose mailing address is P.O. Box 190, Welch, Louisiana 70591;

ALBERT SIDNEY JOHNSON, III, husband of Agnes Johnson, whose mailing address is 10963 Pomegranate Drive, Tuscon, Arizona 85737;

SANDRA LYNN JOHNSON TRAHAN, judicially divorced from Markham Trahan, whose mailing address is 230 Village Lane, Lafayette, Louisiana 70506;

BONNA BELLE BRYAN ANDERSON and ROY ANDERSON, wife and husband, whose mailing address is 9069 Seward Lane, Elton, Louisiana 70532;

DOROTHY MAE BRYAN, single, whose mailing address is 611 Cary Avenue, Jennings, Louisiana 70546;

LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA, herein represented by John R. Williams, its duly authorized Executive Director-Treasurer as per attached Resolution, whose mailing address is P.O. Box 4196, Monroe, Louisiana 71211;

ALFRED C. BOURDIER, husband of Gayle H. Bourdier, whose mailing address is 1543 Oakwood Drive, Lake Charles, Louisiana 70611;

MILTON F. BOURDIER, divorced from Margaret B. Bourdier, whose mailing address is P.O. Box 545, Katy, Texas 77492-0545;

LYNN H. BOURDIER, husband of Eva Cutright Bourdier, whose mailing address is 416 Julius Street, Lake Charles, Louisiana 70605;

BERNADINE B. ZIBILICH, widow of William Zibilich, whose mailing address is 125 Valentine Drive, Avondale, Louisiana 70058;

ROSE MARIE B. TOUCHET, judicially separated from Robert Touchet, whose mailing address is 596 Champagne Circle, No. 2, Lake Charles, Louisiana 70611;

DAVID L. BOURDIER, husband of Janet R. Bourdier, whose mailing address is P.O. Box 762, Patterson, Louisiana 70392;

BERNICE FOREMAN BOUDREAUX, widow of Mark Boudreaux, whose mailing address is 7300 Dearwester Drive, Apartment No. 516, Cincinnati, Ohio 45236-6113;

MARK W. BOUDREAUX, husband of Janelle Boudreaux, whose mailing address is 2601 Petworth Circle, Cincinnati, Ohio 45236;

WAYNE F. BOUDREAUX, husband of Vera Boudreaux, whose mailing address is 1165 Ivanhoe Drive, North Muskegon, Michigan 49445; and

YVETTE MARIE BOUDREAUX LAFLEUR, judicially divorced from Elmer LaFleur, whose mailing address is P.O. Box 118, Marshall, Texas 75671.

All the above Lessors dealing herein with their separate and/or paraphernal property.

E 430

PROPERTY DESCRIPTION:

TOWNSHIP 10 SOUTH - RANGE 3 WEST

That certain tract or parcel of land containing **80.00** acres, more or less, situated in irregular Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana and being further described as follows: Beginning at the Southwest corner of said irregular Section 39, thence run North 53 degrees, 8 minutes East along the Northwest section line of said irregular Section 39 a distance of 4,428 feet to a point of beginning; thence run North 53 degrees, 8 minutes East along said Northwest section line a distance of 2,640 feet; thence run Southeasterly, perpendicular to said Northwest section line a distance of 1,320 feet; thence run Southwesterly, parallel to said Northwest section line, a distance of 2,640 feet; thence run Northwesterly, perpendicular to said Northwest section line, a distance of 1,320 feet to the point of beginning. Said tract being bounded by lands owned, now or formerly, as follows: Northwest by Ann H. Hebert and Frank Perl, Jr., et al; and Northeast, Southeast and Southwest by other lands of Lessor not herein leased.

ADDITIONAL LEASE PROVISIONS:

14) The rights granted herein shall be limited to those horizons encountered from the surface of the earth down to a depth of 10,000 feet.

15) This lease covers and includes Lessor's interest in and to all roads, streets, servitudes, and/or rights of way traversing or adjacent to the above described property.

16) Wherever the designation one-eighth (1/8) appears in paragraph seven (7) herein, the designation one-fourth (1/4) shall be substituted therefor.

17) In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein provided that if it be by rental payments, rentals shall be reduced in proportion to the number of acres covered hereby and included in such unit or units. If at or after the end of the primary term, this lease is being maintained as to a part of the lands by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations or production, lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than two (2) year(s) beyond the end of the primary term. Notwithstanding anything herein contained to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of a shut-in gas rental as provided in Paragraph No. 6, then no rental payment shall be required under this paragraph as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of this paragraph shall be applicable.

18) At the conclusion of any and all operations hereunder, Lessee shall restore the leased premises to its original condition as reasonably possible within one year following cessation of operations; and moreover, prior to any excavation into the surface of the lease property, the topsoil shall be first removed or bulldozed and stacked or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said topsoil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

19) The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of Lessors.

20) Notwithstanding provisions of Paragraph No. 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received be Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

21) Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts to wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
REUBEN RAYMOND BRUCE	$3,000.00	Calcasieu Marine National Bank Jennings, LA 70546
PATRICK HENRY JOHNSON	$900.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
RICHARD W. JOHNSON	$300.00	Calcasieu Marine National Bank Welch, LA 70591-0826
ALBERT SIDNEY JOHNSON, III	$300.00	Bank One, Magee-Oracle Branch Tucson, AZ 85704
SANDRA LYNN JOHNSON TRAHAN	$300.00	Hibernia National Bank Lafayette, LA 70501
BONNA BELLE BRYAN ANDERSON and ROY ANDERSON	$800.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
DOROTHY MAE BRYAN	$400.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA	$0.00	N/A
ALFRED C. BOURDIER	$1,750.00	Calcasieu Marine National Bank Lake Charles, LA 70601
MILTON F. BOURDIER	$250.00	QueStar Bank Houston, TX 77084
LYNN H. BOURDIER	$250.00	Calcasieu Marine National Bank Lake Charles, LA 70601
BERNADINE B. ZIBILICH	$250.00	Seacor Bank Harvey, LA 70058
ROSE MARIE B. TOUCHET	$250.00	Calcasieu Marine National Bank Lake Charles, LA 70601
DAVID L. BOURDIER	$250.00	Mail payments directly to Lessor at above address.
BERNICE FOREMAN BOUDREAUX	$1,500.00	Mail payments directly to Lessor at above address.
MARK W. BOUDREAUX	$0.00	N/A
WAYNE F. BOUDREAUX	$0.00	N/A
YVETTE MARIE BOUDREAUX LAFLEUR	$1,500.00	East Texas National Bank Marshall, TX 75671

Lessors agree that the above division is solely for the purposes of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

22) Lessor shall not bear any of the cost associated with the use of a compressor in the operations conducted hereunder.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Janet D Hull

Beverly Wooten

REUBEN RAYMOND BRUCE
SS#

PATRICK HENRY JOHNSON
SS#

RICHARD W. JOHNSON
SS#

Albert Sidney Johnson III

ALBERT SIDNEY JOHNSON, III
SS# [redacted]

SANDRA LYNN JOHNSON TRAHAN
SS#

BONNA BELLE BRYAN ANDERSON
SS#

ROY ANDERSON
SS#

DOROTHY MAE BRYAN
SS#

LOUISIANA BAPTIST CHILDREN'S HOME
MONROE, LOUISIANA

BY:
JOHN R. WILLIAMS, Executive Director
Tax ID#

ALFRED C. BOURDIER
SS#

MILTON F. BOURDIER
SS#

LYNN H. BOURDIER
SS#

BERNADINE B. ZIBILICH
SS#

ROSE MARIE B. TOUCHET
SS#

DAVID L. BOURDIER
SS#

BERNICE FOREMAN BOUDREAUX
SS#

MARK W. BOUDREAUX
SS#

WAYNE F. BOUDREAUX
SS#

YVETTE MARIE BOUDREAUX LAFLEUR
SS#

THE H. L. BATH COMPANIES
BATH-GRAM

FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

OIL, GAS AND MINERAL LEASE

521629

434

THIS AGREEMENT, entered into effective as of July 29 19 94

by and between For Lessors' names and addresses, see Exhibit "A" attached hereto and made a part hereof.

herein called "Lessor" (whether one or more) and CAJUN MINERALS INC., whose mailing address is P.O. Box 53383, Lafayette, Louisiana 70505,
hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of One Hundred Dollars and Other Valuable Considerations ($ 100.00 & OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

For property description and additional lease provisions, see Exhibit "A" attached hereto and made a part hereof.

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94 SEP 7 PM 1:36
CLERK OF COURT
JEFFERSON DAVIS PARISH

521629

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 80.00 acres, whether it actually comprises more or less.

This lease shall be for a term of Three (3) years and No (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on July 29 1995, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of One Hundred, Fifty and No/100 Dollars ($ 150.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods One Hundred, Fifty and No/100 Dollars ($ 150.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the See Paragraph No. 21 of Exhibit "A" Bank for Rental Division Order, which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

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does not but

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

[illegible]

For continuation of this lease, see Exhibit "A" attached hereto and made a part hereof.

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STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH (OR COUNTY) OF Ouachita

ON THIS 10th day of August, 19 94, before me appeared JOHN R. WILLIAMS to me personally known, who, being by me duly sworn, did say that he is the Executive Director-Treasurer of the LOUISIANA BAPTIST CHILDREN'S HOME MONROE, LOUISIANA and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said JOHN R. WILLIAMS acknowledged said instruments to be the free act and deed of said corporation.

Effie Mae Bailey
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

Dated _____, 19____

No. of Acres _____

_____ Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____, of the records of this office.

By _____, Deputy

BATH GRAM
FORM 45 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

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EXHIBIT "A"

Attached to that certain Oil, Gas and Mineral Lease, dated July 29, 1994, by and between REUBEN RAYMOND BRUCE, ET AL, LESSOR and CAJUN MINERALS, INC., LESSEE.

LESSORS:

REUBEN RAYMOND BRUCE, husband of Marie Onelia S. Bruce, whose mailing address is 439 East Academy Avenue, Jennings, Louisiana 70546;

PATRICK HENRY JOHNSON, husband of Shirley Johnson, whose mailing address is 305 Pellerin Drive, Kenner, Louisiana 70065;

RICHARD W. JOHNSON, husband of Nancy W. Johnson, whose mailing address is P.O. Box 190, Welch, Louisiana 70591;

ALBERT SIDNEY JOHNSON, III, husband of Agnes Johnson, whose mailing address is 10963 Pomegranate Drive, Tuscon, Arizona 85737;

SANDRA LYNN JOHNSON TRAHAN, judicially divorced from Markham Trahan, whose mailing address is 230 Village Lane, Lafayette, Louisiana 70506;

BONNA BELLE BRYAN ANDERSON and ROY ANDERSON, wife and husband, whose mailing address is 9069 Seward Lane, Elton, Louisiana 70532;

DOROTHY MAE BRYAN, single, whose mailing address is 611 Cary Avenue, Jennings, Louisiana 70546;

LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA, herein represented by John R. Williams, its duly authorized Executive Director-Treasurer as per attached Resolution, whose mailing address is P.O. Box 4196, Monroe, Louisiana 71211;

ALFRED C. BOURDIER, husband of Gayle H. Bourdier, whose mailing address is 1543 Oakwood Drive, Lake Charles, Louisiana 70611;

MILTON F. BOURDIER, divorced from Margaret B. Bourdier, whose mailing address is P.O. Box 545, Katy, Texas 77492-0545;

LYNN H. BOURDIER, husband of Eva Cutright Bourdier, whose mailing address is 416 Julius Street, Lake Charles, Louisiana 70605;

BERNADINE B. ZIBILICH, widow of William Zibilich, whose mailing address is 125 Valentine Drive, Avondale, Louisiana 70058;

ROSE MARIE B. TOUCHET, judicially separated from Robert Touchet, whose mailing address is 596 Champagne Circle, No. 2, Lake Charles, Louisiana 70611;

DAVID L. BOURDIER, husband of Janet R. Bourdier, whose mailing address is P.O. Box 762, Patterson, Louisiana 70392;

BERNICE FOREMAN BOUDREAUX, widow of Mark Boudreaux, whose mailing address is 7300 Dearwester Drive, Apartment No. 516, Cincinnati, Ohio 45236-6113;

MARK W. BOUDREAUX, husband of Janelle Boudreaux, whose mailing address is 2601 Petworth Circle, Cincinnati, Ohio 45236;

WAYNE F. BOUDREAUX, husband of Vera Boudreaux, whose mailing address is 1165 Ivanhoe Drive, North Muskegon, Michigan 49445; and

YVETTE MARIE BOUDREAUX LAFLEUR, judicially divorced from Elmer LaFleur, whose mailing address is P.O. Box 118, Marshall, Texas 75671.

All the above Lessors dealing herein with their separate and/or paraphernal property.

PROPERTY DESCRIPTION:

TOWNSHIP 10 SOUTH - RANGE 3 WEST

That certain tract or parcel of land containing **80.00** acres, more or less, situated in irregular Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana and being further described as follows: Beginning at the Southwest corner of said irregular Section 39, thence run North 53 degrees, 8 minutes East along the Northwest section line of said irregular Section 39 a distance of 4,428 feet to a point of beginning; thence run North 53 degrees, 8 minutes East along said Northwest section line a distance of 2,640 feet; thence run Southeasterly, perpendicular to said Northwest section line a distance of 1,320 feet; thence run Southwesterly, parallel to said Northwest section line, a distance of 2,640 feet; thence run Northwesterly, perpendicular to said Northwest section line, a distance of 1,320 feet to the point of beginning. Said tract being bounded by lands owned, now or formerly, as follows: Northwest by Ann H. Hebert and Frank Perl, Jr., et al; and Northeast, Southeast and Southwest by other lands of Lessor not herein leased.

ADDITIONAL LEASE PROVISIONS:

14) The rights granted herein shall be limited to those horizons encountered from the surface of the earth down to a depth of 10,000 feet.

15) This lease covers and includes Lessor's interest in and to all roads, streets, servitudes, and/or rights of way traversing or adjacent to the above described property.

16) Wherever the designation one-eighth (1/8) appears in paragraph seven (7) herein, the designation one-fourth (1/4) shall be substituted therefor.

17) In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein provided that if it be by rental payments, rentals shall be reduced in proportion to the number of acres covered hereby and included in such unit or units. If at or after the end of the primary term, this lease is being maintained as to a part of the lands by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations or production, lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than two (2) year(s) beyond the end of the primary term. Notwithstanding anything herein contained to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of a shut-in gas rental as provided in Paragraph No. 6, then no rental payment shall be required under this paragraph as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of this paragraph shall be applicable.

18) At the conclusion of any and all operations hereunder, Lessee shall restore the leased premises to its original condition as reasonably possible within one year following cessation of operations; and moreover, prior to any excavation into the surface of the lease property, the topsoil shall be first removed or bulldozed and stacked or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said topsoil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

19) The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of Lessors.

20) Notwithstanding provisions of Paragraph No. 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received be Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

21) Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts to wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
REUBEN RAYMOND BRUCE	$3,000.00	Calcasieu Marine National Bank Jennings, LA 70546
PATRICK HENRY JOHNSON	$900.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
RICHARD W. JOHNSON	$300.00	Calcasieu Marine National Bank Welch, LA 70591-0826
ALBERT SIDNEY JOHNSON, III	$300.00	Bank One, Magee-Oracle Branch Tucson, AZ 85704
SANDRA LYNN JOHNSON TRAHAN	$300.00	Hibernia National Bank Lafayette, LA 70501
BONNA BELLE BRYAN ANDERSON and ROY ANDERSON	$800.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
DOROTHY MAE BRYAN	$400.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA	$0.00	N/A
ALFRED C. BOURDIER	$1,750.00	Calcasieu Marine National Bank Lake Charles, LA 70601
MILTON F. BOURDIER	$250.00	QueStar Bank Houston, TX 77084
LYNN H. BOURDIER	$250.00	Calcasieu Marine National Bank Lake Charles, LA 70601
BERNADINE B. ZIBILICH	$250.00	Seacor Bank Harvey, LA 70058
ROSE MARIE B. TOUCHET	$250.00	Calcasieu Marine National Bank Lake Charles, LA 70601
DAVID L. BOURDIER	$250.00	Mail payments directly to Lessor at above address.
BERNICE FOREMAN BOUDREAUX	$1,500.00	Mail payments directly to Lessor at above address.
MARK W. BOUDREAUX	$0.00	N/A
WAYNE F. BOUDREAUX	$0.00	N/A
YVETTE MARIE BOUDREAUX LAFLEUR	$1,500.00	East Texas National Bank Marshall, TX 75671

Lessors agree that the above division is solely for the purposes of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

22) Lessor shall not bear any of the cost associated with the use of a compressor in the operations conducted hereunder.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

REUBEN RAYMOND BRUCE
SS#

PATRICK HENRY JOHNSON
SS#

RICHARD W. JOHNSON
SS#

ALBERT SIDNEY JOHNSON, III
SS#

SANDRA LYNN JOHNSON TRAHAN
SS#

BONNA BELLE BRYAN ANDERSON
SS#

ROY ANDERSON
SS#

DOROTHY MAE BRYAN
SS#

LOUISIANA BAPTIST CHILDREN'S HOME
MONROE, LOUISIANA

Alta G. Brinson
Darrell Washam

BY: John R. Williams
JOHN R. WILLIAMS, Executive Director -
Tax ID# Treasurer

ALFRED C. BOURDIER
SS#

MILTON F. BOURDIER
SS#

LYNN H. BOURDIER
SS#

BERNADINE B. ZIBILICH
SS#

ROSE MARIE B. TOUCHET
SS#

DAVID L. BOURDIER
SS#

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BERNICE FOREMAN BOUDREAUX
SS#

MARK W. BOUDREAUX
SS#

WAYNE F. BOUDREAUX
SS#

YVETTE MARIE BOUDREAUX LAFLEUR
SS#

C E R T I F I C A T E

I DANNY L. MCILVEENE, do hereby certify that I am the duly elected, qualified and acting Secretary of the Board of Trustees of the Louisiana Baptist Children's Home, a nonprofit corporation organized under the laws of the State of Louisiana, domiciled in the Parish of Ouachita, hereinafter referred to as the "Home", and that as such have the custody of the corporate records and seal of the Home; that the following is a true and correct copy of a resolution duly and properly adopted by the Board of Trustees of the Home on May 12, 1987, as the same appears in the Minute Book of the Home; that there are no provisions of the Articles of Incorporation or By-Laws of the Home which impair or modify the effectiveness of the resolution; and that the resolution remains in full force and effect as of date hereof in the form set forth below and has not been amended, altered, repealed, rescinded or changed in any manner whatsoever:

"R E S O L U T I O N

"BE IT RESOLVED that:

"1.1 General Authority of Executive Director-Treasurer and Administrative Assistant. The affairs and business of the LOUISIANA BAPTIST CHILDREN'S HOME ("Home") shall be managed by the Executive Director-Treasurer and Administrative Assistant, or either one of them acting alone, with full and complete authority to acquire on behalf of the Home any and all property, whether real, personal or mixed, and dispose of and administer said property and to contract and enter into any and all contracts and agreements of every kind and nature and on such terms and conditions as the Executive Director-Treasurer and Administrative Assistant, or either one of them acting alone, shall desire; to sell, execute and deliver oil, gas and mineral leases, or any other lease contract of any nature or kind, to sell, execute, deliver or acquire any mineral rights or royalties; to pool, unitize, execute co-lessor's agreements, execute assignments, subleases or extensions of oil, gas and mineral leases or any other kind of lease contract; to accept on behalf of the Home any oil, gas or mineral lease or mineral purchase, or any other purchase; to execute and to make agreements of any and all kinds in regard to the drilling of oil or gas wells, or any other well, and the production of any well; to execute releases of oil, gas and mineral leases, mineral rights or royalties, and to execute division or transfer orders; to make accept, draw and endorse promissory notes and bills of exchange in the name of the Home and to bind the Home by acknowledgement of debt, promises to pay and any engagements of all kinds;

to make checks and draw money out of any bank or banks or corporate institutions wherein the same may have been deposited in the name of the Home; to invest all funds belonging to the Home to the best advantage of the Home as the Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, may think proper and best; to sell or transfer all or any shares of capital stock of any bank or corporate institution standing in the name of the Home, and owned by it and to receive the receipt for any and all dividends due or to become due; to pledge all or any part or parts of the property of the Home and to make and give note or notes which may be necessary from time to time, or for the renewal of any note or notes; to contract loans or borrow money in the name of the Home at any rate of interest the Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, may think proper, from any person, bank or corporate institution, with the right to pledge or mortgage all or any part of the property belonging to the Home; to sell, transfer, assign and convey to any person or persons or corporate institution, with all legal warranties, all or any part of the real, personal or mixed property of the Home, and for such price and upon such terms and conditions that the Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, may deem proper; to receive the price for such sales and to grant receipt and acquittance therefor; to buy and purchase all property of any kind, movable or immovable, for the Home for such price and upon such terms and conditions that the Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, may see fit; to pay the price therefor and to sign and execute all acts and deeds necessary in the premises, with all usual clauses; to appear in and on behalf of the Home accept any donations of property to the Home; to consent and agree to all privileges, mortgages and pledges in favor of or against the Home, as may be required; to lease, let or hire for such time and for such price as the Executive Director-Treasurer and Administrative Assistant or either of them acting alone may see fit all or any part of the property belonging to the Home, and to receive and receipt for the rent and wages thereof as the same may fall due; to put an end to said leases and give the necessary notices to vacate, according to law; to sign all bonds or other acts required by the United States of America or any of its departments or subdivisions or by the Revenue Department, or required by the State of Louisiana or any of its political subdivision; to appear before all courts of law, boards or commissions of either the United States of America or of the State of Louisiana; to prosecute and defend any and all suits that the Home may be a party to and to compromise or settle any and all lawsuits, litigations or any other disputes; to do any and all acts connected with, incidental to, or required in the carrying on the business of the Home, and to make and sign any and all contracts connected with or incidental to said business; and to manage the complete and entire affairs of business of the Home in the manner and way that the Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, shall think to the best interest of the Home.

"1.2 Security Devices. The Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, be and they are authorized to sign

notes, both secured and unsecured or other instruments of indebtedness on behalf of the Home, to borrow money, assume mortgages or other obligations on behalf of the Home on such terms and conditions as the Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, may see fit, including mortgages on any property of the Home, movable or immovable, whether in full ownership or in leasehold interest, located anywhere in the State of Louisiana, United States of America, or any foreign country, and such other security instruments of every nature as the Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, may see fit, all such instruments to contain such rates of interest and such other terms and conditions as the Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, may see fit, and to arrange for the extension or renewal of any indebtedness due by the Home and utilize the assets of the Home as security to induce any creditor of the Home not to call any demand note on the Home; and in order to accomplish such purposes, and for any other purpose, said Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, be and they are hereby authorized to execute and endorse on behalf of the Home note(s) in such sums payable at such times, bearing such interest, and containing such terms, conditions and provisions, as in the absolute discretion of the Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, may deem necessary and advisable, and in order to secure said note(s), said Executive Director-Treasurer and Administrative Assistant, or either of them acting alone be and they are hereby authorized to appear before any Notary Public and execute acts of mortgage or acts of collateral mortgage, in such form and containing such terms and conditions as such in the absolute discretion of the Executive Director-Treasurer or Administrative Assistant or either of them acting alone, may deem necessary and advisable, including without limitation, a waiver of appraisement, a pact de non alienando, a confession of judgment, and agreement that the property may be sold by executory process in the event of default in the payment of the note, a clause providing attorney's fees in an amount not to exceed 25% of the amount to be collected if the note is not paid at maturity and is placed in the hands of an attorney at law for collection or suit, a clause providing for carrying of fire insurance with supplemental hazards on the improvements situated on the property in such amount as may be required by the mortgagee and such other clauses and provisions as are usual and customary in mortgages executed in the State of Louisiana, and other states of the union, bearing against any and all property and assets of the Home, and said Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, be and they are hereby further authorized to execute any and all note or notes, documents, loan agreements, applications or other instruments in writing in conjunction therewith, and to pledge, pawn and hypothecate such note(s) or any note(s) secured by mortgage or collateral mortgage to secure any other note(s) executed for and on behalf of the Home to obtain such loan(s); to pledge, pawn and hypothecate, any and all other securities or any other property of any kind or nature whatsoever belonging to the Home and to execute an assignment of accounts receivable, notes receivable or bills

receivable, of the Home as in the absolute discretion of the Executive Director-Treasurer and Administrative Assistant, or either of them acting alone may deem necessary or advisable, and which may be required by any person, firm or corporation as security for any indebtedness so created by said Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, in accordance herewith, or any prior existing indebtedness of the Home.

"1.3 Banking Arrangements. The Executive Director-Treasurer and the Administrative Assistant of the Home, or either one of them acting alone, be and they are authorized, empowered and directed to make the necessary banking arrangements on behalf of the Home, and funds of the Home so deposited are subject to withdrawal upon checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders for the payment of money when signed on behalf of the Home by the Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, and any bank is hereby authorized to pay any such orders and also receive the same for credit of or in payment from the payee or any other holder without inquiry as to the circumstances of issue or the disposition of the proceeds even if drawn to the individual order of any said signing officer or tendered in payment of his individual obligation, and that any indebtedness heretofore contracted by any contracts or agreements heretofore made with a bank on behalf of the Home, and all acts of trustees or agents of the Home in connection with any indebtedness or said contracts or agreements, are hereby ratified and confirmed.

"1.4 Reliance By Lending Institutions. Lending institution, when furnished with certified copy of this resolution, shall be authorized to deal with the Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, under this authority and until it be expressly notified in writing to the contrary by the Home, and shall in writing acknowledge receipt of the notification; and the lending institution shall at all times be protected in recognizing as the representative of the Home the persons named in a certificate signed by any representative of the Home, even though the certificate be the certificate of one of the officers or agents who is himself authorized to act herein."

I further certify that the following are the names and titles of the officers mentioned in the above and foregoing resolution:

Executive Director-Treasurer — John R. Williams

Administrative Assistant — Effie Mae Bailey

IN WITNESS WHEREOF, I have hereunto set my name at Monroe, Ouachita Parish, Louisiana, on this the 15th day of August 1994.

Danny L. McIlveene

Danny L. McIlveene, Secretary
Board of Trustees
Louisiana Baptist Children's Home

78/80

THE M. L. BATH COMPANIES
BATH-CRAN
FORM 42 CPN—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

OIL, GAS AND MINERAL LEASE

521630 447

THIS AGREEMENT, entered into effective as of July 29, 1994,

by and between For Lessors' names and addresses, see Exhibit "A" attached hereto and made a part hereof.

herein called "Lessor" (whether one or more) and CAJUN MINERALS, INC., whose mailing address is P.O. Box 53383, Lafayette, Louisiana 70505,
hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of One Hundred Dollars and Other Valuable Considerations ($ 100.00 & OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

For property description and additional lease provisions, see Exhibit "A" attached hereto and made a part hereof.

CLERK OF COURT
JEFFERSON DAVIS PARISH

RECEIVED AND FILED
94 SEP 7 P1:36

521630

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 80.00 acres, whether it actually comprises more or less.

This lease shall be for a term of Three (3) years and No (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on July 29, 1995, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of One Hundred, Fifty and No/100 Dollars ($ 150.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods, One Hundred, Fifty and No/100 Dollars ($ 150.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the See Paragraph No. 21 of Exhibit "A" Bank of for Rental Division Order. which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the *value at the mouth of the well of casinghead gas* used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

[illegible]

For continuation of this lease, see Exhibit "A" attached hereto and made a part hereof.

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Sally Ann Dodd
My Commission Expires
4-1-1997

STATE OF TEXAS
PARISH (OR COUNTY) OF Harris

On this 8th day of August, 1994, before me personally appeared MILTON F. BOURDIER to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Sally Ann Dodd
Notary Public.

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

_____

SWORN TO AND SUBSCRIBED before me _____, 19____

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

_____

SWORN TO AND SUBSCRIBED before me _____, 19____

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, 19____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

Dated _____, 19____
No. of Acres _____
_____ Parish, Louisiana
Term _____
This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____, of the records of this office.
By _____, Deputy

BATES & GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

EXHIBIT "A"

Attached to that certain Oil, Gas and Mineral Lease, dated July 29, 1994, by and between REUBEN RAYMOND BRUCE, ET AL, LESSOR and CAJUN MINERALS, INC., LESSEE.

LESSORS:

REUBEN RAYMOND BRUCE, husband of Marie Onelia S. Bruce, whose mailing address is 439 East Academy Avenue, Jennings, Louisiana 70546;

PATRICK HENRY JOHNSON, husband of Shirley Johnson, whose mailing address is 305 Pellerin Drive, Kenner, Louisiana 70065;

RICHARD W. JOHNSON, husband of Nancy W. Johnson, whose mailing address is P.O. Box 190, Welch, Louisiana 70591;

ALBERT SIDNEY JOHNSON, III, husband of Agnes Johnson, whose mailing address is 10963 Pomegranate Drive, Tuscon, Arizona 85737;

SANDRA LYNN JOHNSON TRAHAN, judicially divorced from Markham Trahan, whose mailing address is 230 Village Lane, Lafayette, Louisiana 70506;

BONNA BELLE BRYAN ANDERSON and ROY ANDERSON, wife and husband, whose mailing address is 9069 Seward Lane, Elton, Louisiana 70532;

DOROTHY MAE BRYAN, single, whose mailing address is 611 Cary Avenue, Jennings, Louisiana 70546;

LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA, herein represented by John R. Williams, its duly authorized Executive Director-Treasurer as per attached Resolution, whose mailing address is P.O. Box 4196, Monroe, Louisiana 71211;

ALFRED C. BOURDIER, husband of Gayle H. Bourdier, whose mailing address is 1543 Oakwood Drive, Lake Charles, Louisiana 70611;

MILTON F. BOURDIER, divorced from Margaret B. Bourdier, whose mailing address is P.O. Box 545, Katy, Texas 77492-0545;

LYNN H. BOURDIER, husband of Eva Cutright Bourdier, whose mailing address is 416 Julius Street, Lake Charles, Louisiana 70605;

BERNADINE B. ZIBILICH, widow of William Zibilich, whose mailing address is 125 Valentine Drive, Avondale, Louisiana 70058;

ROSE MARIE B. TOUCHET, judicially separated from Robert Touchet, whose mailing address is 596 Champagne Circle, No. 2, Lake Charles, Louisiana 70611;

DAVID L. BOURDIER, husband of Janet R. Bourdier, whose mailing address is P.O. Box 762, Patterson, Louisiana 70392;

BERNICE FOREMAN BOUDREAUX, widow of Mark Boudreaux, whose mailing address is 7300 Dearwester Drive, Apartment No. 516, Cincinnati, Ohio 45236-6113;

MARK W. BOUDREAUX, husband of Janelle Boudreaux, whose mailing address is 2601 Petworth Circle, Cincinnati, Ohio 45236;

WAYNE F. BOUDREAUX, husband of Vera Boudreaux, whose mailing address is 1165 Ivanhoe Drive, North Muskegon, Michigan 49445; and

YVETTE MARIE BOUDREAUX LAFLEUR, judicially divorced from Elmer LaFleur, whose mailing address is P.O. Box 118, Marshall, Texas 75671.

All the above Lessors dealing herein with their separate and/or paraphernal property.

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PROPERTY DESCRIPTION:

TOWNSHIP 10 SOUTH - RANGE 3 WEST

That certain tract or parcel of land containing **80.00** acres, more or less, situated in irregular Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana and being further described as follows: Beginning at the Southwest corner of said irregular Section 39, thence run North 53 degrees, 8 minutes East along the Northwest section line of said irregular Section 39 a distance of 4,428 feet to a point of beginning; thence run North 53 degrees, 8 minutes East along said Northwest section line a distance of 2,640 feet; thence run Southeasterly, perpendicular to said Northwest section line a distance of 1,320 feet; thence run Southwesterly, parallel to said Northwest section line, a distance of 2,640 feet; thence run Northwesterly, perpendicular to said Northwest section line, a distance of 1,320 feet to the point of beginning. Said tract being bounded by lands owned, now or formerly, as follows: Northwest by Ann H. Hebert and Frank Perl, Jr., et al; and Northeast, Southeast and Southwest by other lands of Lessor not herein leased.

ADDITIONAL LEASE PROVISIONS:

14) The rights granted herein shall be limited to those horizons encountered from the surface of the earth down to a depth of 10,000 feet.

15) This lease covers and includes Lessor's interest in and to all roads, streets, servitudes, and/or rights of way traversing or adjacent to the above described property.

16) Wherever the designation one-eighth (1/8) appears in paragraph seven (7) herein, the designation one-fourth (1/4) shall be substituted therefor.

17) In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein provided that if it be by rental payments, rentals shall be reduced in proportion to the number of acres covered hereby and included in such unit or units. If at or after the end of the primary term, this lease is being maintained as to a part of the lands by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations or production, lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than two (2) year(s) beyond the end of the primary term. Notwithstanding anything herein contained to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of a shut-in gas rental as provided in Paragraph No. 6, then no rental payment shall be required under this paragraph as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of this paragraph shall be applicable.

18) At the conclusion of any and all operations hereunder, Lessee shall restore the leased premises to its original condition as reasonably possible within one year following cessation of operations; and moreover, prior to any excavation into the surface of the lease property, the topsoil shall be first removed or bulldozed and stacked or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said topsoil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

19) The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of Lessors.

20) Notwithstanding provisions of Paragraph No. 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received be Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

21) Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts to wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
REUBEN RAYMOND BRUCE	$3,000.00	Calcasieu Marine National Bank Jennings, LA 70546
PATRICK HENRY JOHNSON	$900.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
RICHARD W. JOHNSON	$300.00	Calcasieu Marine National Bank Welch, LA 70591-0826
ALBERT SIDNEY JOHNSON, III	$300.00	Bank One, Magee-Oracle Branch Tucson, AZ 85704
SANDRA LYNN JOHNSON TRAHAN	$300.00	Hibernia National Bank Lafayette, LA 70501
BONNA BELLE BRYAN ANDERSON and ROY ANDERSON	$800.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
DOROTHY MAE BRYAN	$400.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA	$0.00	N/A
ALFRED C. BOURDIER	$1,750.00	Calcasieu Marine National Bank Lake Charles, LA 70601
MILTON F. BOURDIER	$250.00	QueStar Bank Houston, TX 77084
LYNN H. BOURDIER	$250.00	Calcasieu Marine National Bank Lake Charles, LA 70601
BERNADINE B. ZIBILICH	$250.00	Seacor Bank Harvey, LA 70058
ROSE MARIE B. TOUCHET	$250.00	Calcasieu Marine National Bank Lake Charles, LA 70601
DAVID L. BOURDIER	$250.00	Mail payments directly to Lessor at above address.
BERNICE FOREMAN BOUDREAUX	$1,500.00	Mail payments directly to Lessor at above address.
MARK W. BOUDREAUX	$0.00	N/A
WAYNE F. BOUDREAUX	$0.00	N/A
YVETTE MARIE BOUDREAUX LAFLEUR	$1,500.00	East Texas National Bank Marshall, TX 75671

Lessors agree that the above division is solely for the purposes of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

22) Lessor shall not bear any of the cost associated with the use of a compressor in the operations conducted hereunder.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

REUBEN RAYMOND BRUCE
SS#

PATRICK HENRY JOHNSON
SS#

RICHARD W. JOHNSON
SS#

ALBERT SIDNEY JOHNSON, III
SS#

SANDRA LYNN JOHNSON TRAHAN
SS#

BONNA BELLE BRYAN ANDERSON
SS#

ROY ANDERSON
SS#

DOROTHY MAE BRYAN
SS#

LOUISIANA BAPTIST CHILDREN'S HOME
MONROE, LOUISIANA

BY:
JOHN R. WILLIAMS, Executive Director
Tax ID#

Mary Jane Cates

Nolan Embodeau, Jr.

ALFRED C. BOURDIER
SS#

MILTON F. BOURDIER
SS# [redacted]

LYNN H. BOURDIER
SS#

BERNADINE B. ZIBILICH
SS#

ROSE MARIE B. TOUCHET
SS#

DAVID L. BOURDIER
SS#

BERNICE FOREMAN BOUDREAUX
SS#

MARK W. BOUDREAUX
SS#

WAYNE F. BOUDREAUX
SS#

YVETTE MARIE BOUDREAUX LAFLEUR
SS#

THE W. L. BATH COMPANIES
BATH-GRAM

FORM 42 CPM—NEW SOUTH LOUISIANA REVISED FOUR (4)—POOLING REVISED "A"

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OIL, GAS AND MINERAL LEASE 521631

THIS AGREEMENT, entered into effective as of July 29 **19** 94

by and between For Lessors' names and addresses, see Exhibit "A" attached hereto and made a part hereof.

herein called "Lessor" (whether one or more) and CAJUN MINERALS, INC., **whose mailing address is** P.O. Box 53383, Lafayette, Louisiana 70505, **hereinafter called "Lessee", witnesseth, that:**

Lessor, in consideration of the sum of One Hundred Dollars and Other Valuable Considerations ($ 100.00 & OVC), **hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in** Jefferson Davis **Parish, Louisiana, and described as follows, to-wit:**

For property description and additional lease provisions, see Exhibit "A" attached hereto and made a part hereof.

RECEIVED AND FILED
94 SEP 7 P1:36
CLERK OF COURT
JEFFERSON DAVIS PARISH

521631

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 80.00 acres, whether it actually comprises more or less.

This lease shall be for a term of Three (3) years and No (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on July 29, 19 95, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of One Hundred, Fifty and No/100 Dollars ($ 150.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods, One Hundred, Fifty and No/100 Dollars ($ 150.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the See Paragraph No. 21 of Exhibit "A" for Rental Division Order, which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

[illegible]

For continuation of this lease, see Exhibit "A" attached hereto and made a part hereof.

Kelly V. Brown

Betty L. Bye

Lucadia R. Zibilich

459

STATE OF LOUISIANA
PARISH (OR COUNTY) OF Jefferson

On this 15th day of August, 1994, before me personally appeared BERNADINE B. ZIBILICH

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Rose L Valencia
Notary Public.

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ _____ _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

_____

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ _____ _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

_____

SWORN TO AND SUBSCRIBED before me _____, 19____.

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, 19____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

Dated _____, 19____

No. of Acres _____ Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____ of the records of this office.

By _____, Deputy

THE H. L. BATH COMPANIES
BATH-CRAM
FORM 48 CPH—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

F 460

EXHIBIT "A"

Attached to that certain Oil, Gas and Mineral Lease, dated July 29, 1994, by and between REUBEN RAYMOND BRUCE, ET AL, LESSOR and CAJUN MINERALS, INC., LESSEE.

LESSORS:

REUBEN RAYMOND BRUCE, husband of Marie Onelia S. Bruce, whose mailing address is 439 East Academy Avenue, Jennings, Louisiana 70546;

PATRICK HENRY JOHNSON, husband of Shirley Johnson, whose mailing address is 305 Pellerin Drive, Kenner, Louisiana 70065;

RICHARD W. JOHNSON, husband of Nancy W. Johnson, whose mailing address is P.O. Box 190, Welch, Louisiana 70591;

ALBERT SIDNEY JOHNSON, III, husband of Agnes Johnson, whose mailing address is 10963 Pomegranate Drive, Tuscon, Arizona 85737;

SANDRA LYNN JOHNSON TRAHAN, judicially divorced from Markham Trahan, whose mailing address is 230 Village Lane, Lafayette, Louisiana 70506;

BONNA BELLE BRYAN ANDERSON and ROY ANDERSON, wife and husband, whose mailing address is 9069 Seward Lane, Elton, Louisiana 70532;

DOROTHY MAE BRYAN, single, whose mailing address is 611 Cary Avenue, Jennings, Louisiana 70546;

LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA, herein represented by John R. Williams, its duly authorized Executive Director-Treasurer as per attached Resolution, whose mailing address is P.O. Box 4196, Monroe, Louisiana 71211;

ALFRED C. BOURDIER, husband of Gayle H. Bourdier, whose mailing address is 1543 Oakwood Drive, Lake Charles, Louisiana 70611;

MILTON F. BOURDIER, divorced from Margaret B. Bourdier, whose mailing address is P.O. Box 545, Katy, Texas 77492-0545;

LYNN H. BOURDIER, husband of Eva Cutright Bourdier, whose mailing address is 416 Julius Street, Lake Charles, Louisiana 70605;

BERNADINE B. ZIBILICH, widow of William Zibilich, whose mailing address is 125 Valentine Drive, Avondale, Louisiana 70058;

ROSE MARIE B. TOUCHET, judicially separated from Robert Touchet, whose mailing address is 596 Champagne Circle, No. 2, Lake Charles, Louisiana 70611;

DAVID L. BOURDIER, husband of Janet R. Bourdier, whose mailing address is P.O. Box 762, Patterson, Louisiana 70392;

BERNICE FOREMAN BOUDREAUX, widow of Mark Boudreaux, whose mailing address is 7300 Dearwester Drive, Apartment No. 516, Cincinnati, Ohio 45236-6113;

MARK W. BOUDREAUX, husband of Janelle Boudreaux, whose mailing address is 2601 Petworth Circle, Cincinnati, Ohio 45236;

WAYNE F. BOUDREAUX, husband of Vera Boudreaux, whose mailing address is 1165 Ivanhoe Drive, North Muskegon, Michigan 49445; and

YVETTE MARIE BOUDREAUX LAFLEUR, judicially divorced from Elmer LaFleur, whose mailing address is P.O. Box 118, Marshall, Texas 75671.

All the above Lessors dealing herein with their separate and/or paraphernal property.

PROPERTY DESCRIPTION:

TOWNSHIP 10 SOUTH - RANGE 3 WEST

That certain tract or parcel of land containing **80.00** acres, more or less, situated in irregular Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana and being further described as follows: Beginning at the Southwest corner of said irregular Section 39, thence run North 53 degrees, 8 minutes East along the Northwest section line of said irregular Section 39 a distance of 4,428 feet to a point of beginning; thence run North 53 degrees, 8 minutes East along said Northwest section line a distance of 2,640 feet; thence run Southeasterly, perpendicular to said Northwest section line a distance of 1,320 feet; thence run Southwesterly, parallel to said Northwest section line, a distance of 2,640 feet; thence run Northwesterly, perpendicular to said Northwest section line, a distance of 1,320 feet to the point of beginning. Said tract being bounded by lands owned, now or formerly, as follows: Northwest by Ann H. Hebert and Frank Perl, Jr., et al; and Northeast, Southeast and Southwest by other lands of Lessor not herein leased.

ADDITIONAL LEASE PROVISIONS:

14) The rights granted herein shall be limited to those horizons encountered from the surface of the earth down to a depth of 10,000 feet.

15) This lease covers and includes Lessor's interest in and to all roads, streets, servitudes, and/or rights of way traversing or adjacent to the above described property.

16) Wherever the designation one-eighth (1/8) appears in paragraph seven (7) herein, the designation one-fourth (1/4) shall be substituted therefor.

17) In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein provided that if it be by rental payments, rentals shall be reduced in proportion to the number of acres covered hereby and included in such unit or units. If at or after the end of the primary term, this lease is being maintained as to a part of the lands by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations or production, lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than two (2) year(s) beyond the end of the primary term. Notwithstanding anything herein contained to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of a shut-in gas rental as provided in Paragraph No. 6, then no rental payment shall be required under this paragraph as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of this paragraph shall be applicable.

18) At the conclusion of any and all operations hereunder, Lessee shall restore the leased premises to its original condition as reasonably possible within one year following cessation of operations; and moreover, prior to any excavation into the surface of the lease property, the topsoil shall be first removed or bulldozed and stacked or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said topsoil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

19) The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of Lessors.

20) Notwithstanding provisions of Paragraph No. 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received be Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

21) Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts to wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
REUBEN RAYMOND BRUCE	$3,000.00	Calcasieu Marine National Bank Jennings, LA 70546
PATRICK HENRY JOHNSON	$900.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
RICHARD W. JOHNSON	$300.00	Calcasieu Marine National Bank Welch, LA 70591-0826
ALBERT SIDNEY JOHNSON, III	$300.00	Bank One, Magee-Oracle Branch Tucson, AZ 85704
SANDRA LYNN JOHNSON TRAHAN	$300.00	Hibernia National Bank Lafayette, LA 70501
BONNA BELLE BRYAN ANDERSON and ROY ANDERSON	$800.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
DOROTHY MAE BRYAN	$400.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA	$0.00	N/A
ALFRED C. BOURDIER	$1,750.00	Calcasieu Marine National Bank Lake Charles, LA 70601
MILTON F. BOURDIER	$250.00	QueStar Bank Houston, TX 77084
LYNN H. BOURDIER	$250.00	Calcasieu Marine National Bank Lake Charles, LA 70601
BERNADINE B. ZIBILICH	$250.00	Seacor Bank Harvey, LA 70058
ROSE MARIE B. TOUCHET	$250.00	Calcasieu Marine National Bank Lake Charles, LA 70601
DAVID L. BOURDIER	$250.00	Mail payments directly to Lessor at above address.
BERNICE FOREMAN BOUDREAUX	$1,500.00	Mail payments directly to Lessor at above address.
MARK W. BOUDREAUX	$0.00	N/A
WAYNE F. BOUDREAUX	$0.00	N/A
YVETTE MARIE BOUDREAUX LAFLEUR	$1,500.00	East Texas National Bank Marshall, TX 75671

Lessors agree that the above division is solely for the purposes of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

22) Lessor shall not bear any of the cost associated with the use of a compressor in the operations conducted hereunder.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

REUBEN RAYMOND BRUCE
SS#

PATRICK HENRY JOHNSON
SS#

RICHARD W. JOHNSON
SS#

ALBERT SIDNEY JOHNSON, III
SS#

SANDRA LYNN JOHNSON TRAHAN
SS#

BONNA BELLE BRYAN ANDERSON
SS#

ROY ANDERSON
SS#

DOROTHY MAE BRYAN
SS#

LOUISIANA BAPTIST CHILDREN'S HOME
MONROE, LOUISIANA

BY: _____
JOHN R. WILLIAMS, Executive Director
Tax ID#

Kelly V. Bezzani
Betty L. Bye

ALFRED C. BOURDIER
SS#

MILTON F. BOURDIER
SS#

LYNN H. BOURDIER
SS#

Bernadine B. Zibilich
BERNADINE B. ZIBILICH
SS# [redacted]

ROSE MARIE B. TOUCHET
SS#

DAVID L. BOURDIER
SS#

464

BERNICE FOREMAN BOUDREAUX
SS#

MARK W. BOUDREAUX
SS#

WAYNE F. BOUDREAUX
SS#

YVETTE MARIE BOUDREAUX LAFLEUR
SS#

THE W. L. BATH COMPANIES
BATH-GRAM

FORM 42 CPM—NEW SOUTH LOUISIANA REVISED FOUR (4)—POOLING REVISED "A"

OIL, GAS AND MINERAL LEASE

521632 465

THIS AGREEMENT, entered into effective as of July 29 19 94

by and between For Lessors' names and addresses, see Exhibit "A" attached hereto and made a part hereof.

herein called "Lessor" (whether one or more) and CAJUN MINERALS, INC., whose mailing address is P.O. Box 53383, Lafayette, Louisiana 70505.
hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of One Hundred Dollars and Other Valuable Considerations ($100.00 & OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

For property description and additional lease provisions, see Exhibit "A" attached hereto and made a part hereof.

RECEIVED AND FILED
94 SEP 7 PM 1:37
CLERK OF COURT
JEFFERSON DAVIS PARISH

521632

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 80.00 acres, whether it actually comprises more or less.

This lease shall be for a term of Three (3) years and No (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on July 29 19 95, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of One Hundred, Fifty and No/100 Dollars ($ 150.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods One Hundred, Fifty and No/100 Dollars ($ 150.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the See Paragraph No. 21 of Exhibit "A" ~~Bank of~~ for Rental Division Order, which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

Castex Development - Title and Lease History - 001667

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

[illegible]

WITNESSES:

For continuation of this lease, see Exhibit "A" attached hereto and made a part hereof.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF ST. MARY }

On this 6 day of August, 19 94, before me personally appeared DAVID L. BOURDIER, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

Notary Public.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____.

Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____.

Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, 19____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

Dated _____, 19____

No. of Acres _____

_____ Parish, Louisiana

Clerk _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____ of the records of this office.

By _____, Deputy

THE M. L. BATH COMPANY
BATH GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR 141—POOLING
REVISED "A"

EXHIBIT "A"

Attached to that certain Oil, Gas and Mineral Lease, dated July 29, 1994, by and between REUBEN RAYMOND BRUCE, ET AL, LESSOR and CAJUN MINERALS, INC., LESSEE.

LESSORS:

REUBEN RAYMOND BRUCE, husband of Marie Onelia S. Bruce, whose mailing address is 439 East Academy Avenue, Jennings, Louisiana 70546;

PATRICK HENRY JOHNSON, husband of Shirley Johnson, whose mailing address is 305 Pellerin Drive, Kenner, Louisiana 70065;

RICHARD W. JOHNSON, husband of Nancy W. Johnson, whose mailing address is P.O. Box 190, Welch, Louisiana 70591;

ALBERT SIDNEY JOHNSON, III, husband of Agnes Johnson, whose mailing address is 10963 Pomegranate Drive, Tuscon, Arizona 85737;

SANDRA LYNN JOHNSON TRAHAN, judicially divorced from Markham Trahan, whose mailing address is 230 Village Lane, Lafayette, Louisiana 70506;

BONNA BELLE BRYAN ANDERSON and ROY ANDERSON, wife and husband, whose mailing address is 9069 Seward Lane, Elton, Louisiana 70532;

DOROTHY MAE BRYAN, single, whose mailing address is 611 Cary Avenue, Jennings, Louisiana 70546;

LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA, herein represented by John R. Williams, its duly authorized Executive Director-Treasurer as per attached Resolution, whose mailing address is P.O. Box 4196, Monroe, Louisiana 71211;

ALFRED C. BOURDIER, husband of Gayle H. Bourdier, whose mailing address is 1543 Oakwood Drive, Lake Charles, Louisiana 70611;

MILTON F. BOURDIER, divorced from Margaret B. Bourdier, whose mailing address is P.O. Box 545, Katy, Texas 77492-0545;

LYNN H. BOURDIER, husband of Eva Cutright Bourdier, whose mailing address is 416 Julius Street, Lake Charles, Louisiana 70605;

BERNADINE B. ZIBILICH, widow of William Zibilich, whose mailing address is 125 Valentine Drive, Avondale, Louisiana 70058;

ROSE MARIE B. TOUCHET, judicially separated from Robert Touchet, whose mailing address is 596 Champagne Circle, No. 2, Lake Charles, Louisiana 70611;

DAVID L. BOURDIER, husband of Janet R. Bourdier, whose mailing address is P.O. Box 762, Patterson, Louisiana 70392;

BERNICE FOREMAN BOUDREAUX, widow of Mark Boudreaux, whose mailing address is 7300 Dearwester Drive, Apartment No. 516, Cincinnati, Ohio 45236-6113;

MARK W. BOUDREAUX, husband of Janelle Boudreaux, whose mailing address is 2601 Petworth Circle, Cincinnati, Ohio 45236;

WAYNE F. BOUDREAUX, husband of Vera Boudreaux, whose mailing address is 1165 Ivanhoe Drive, North Muskegon, Michigan 49445; and

YVETTE MARIE BOUDREAUX LAFLEUR, judicially divorced from Elmer LaFleur, whose mailing address is P.O. Box 118, Marshall, Texas 75671.

All the above Lessors dealing herein with their separate and/or paraphernal property.

470

PROPERTY DESCRIPTION:

TOWNSHIP 10 SOUTH - RANGE 3 WEST

That certain tract or parcel of land containing **80.00** acres, more or less, situated in irregular Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana and being further described as follows: Beginning at the Southwest corner of said irregular Section 39, thence run North 53 degrees, 8 minutes East along the Northwest section line of said irregular Section 39 a distance of 4,428 feet to a point of beginning; thence run North 53 degrees, 8 minutes East along said Northwest section line a distance of 2,640 feet; thence run Southeasterly, perpendicular to said Northwest section line a distance of 1,320 feet; thence run Southwesterly, parallel to said Northwest section line, a distance of 2,640 feet; thence run Northwesterly, perpendicular to said Northwest section line, a distance of 1,320 feet to the point of beginning. Said tract being bounded by lands owned, now or formerly, as follows: Northwest by Ann H. Hebert and Frank Perl, Jr., et al; and Northeast, Southeast and Southwest by other lands of Lessor not herein leased.

ADDITIONAL LEASE PROVISIONS:

14) The rights granted herein shall be limited to those horizons encountered from the surface of the earth down to a depth of 10,000 feet.

15) This lease covers and includes Lessor's interest in and to all roads, streets, servitudes, and/or rights of way traversing or adjacent to the above described property.

16) Wherever the designation one-eighth (1/8) appears in paragraph seven (7) herein, the designation one-fourth (1/4) shall be substituted therefor.

17) In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein provided that if it be by rental payments, rentals shall be reduced in proportion to the number of acres covered hereby and included in such unit or units. If at or after the end of the primary term, this lease is being maintained as to a part of the lands by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations or production, lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than two (2) year(s) beyond the end of the primary term. Notwithstanding anything herein contained to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of a shut-in gas rental as provided in Paragraph No. 6, then no rental payment shall be required under this paragraph as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of this paragraph shall be applicable.

18) At the conclusion of any and all operations hereunder, Lessee shall restore the leased premises to its original condition as reasonably possible within one year following cessation of operations; and moreover, prior to any excavation into the surface of the lease property, the topsoil shall be first removed or bulldozed and stacked or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said topsoil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

19) The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of Lessors.

20) Notwithstanding provisions of Paragraph No. 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received be Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

21) Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts to wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
REUBEN RAYMOND BRUCE	$3,000.00	Calcasieu Marine National Bank Jennings, LA 70546
PATRICK HENRY JOHNSON	$900.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
RICHARD W. JOHNSON	$300.00	Calcasieu Marine National Bank Welch, LA 70591-0826
ALBERT SIDNEY JOHNSON, III	$300.00	Bank One, Magee-Oracle Branch Tucson, AZ 85704
SANDRA LYNN JOHNSON TRAHAN	$300.00	Hibernia National Bank Lafayette, LA 70501
BONNA BELLE BRYAN ANDERSON and ROY ANDERSON	$800.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
DOROTHY MAE BRYAN	$400.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA	$0.00	N/A
ALFRED C. BOURDIER	$1,750.00	Calcasieu Marine National Bank Lake Charles, LA 70601
MILTON F. BOURDIER	$250.00	QueStar Bank Houston, TX 77084
LYNN H. BOURDIER	$250.00	Calcasieu Marine National Bank Lake Charles, LA 70601
BERNADINE B. ZIBILICH	$250.00	Seacor Bank Harvey, LA 70058
ROSE MARIE B. TOUCHET	$250.00	Calcasieu Marine National Bank Lake Charles, LA 70601
DAVID L. BOURDIER	$250.00	Mail payments directly to Lessor at above address.
BERNICE FOREMAN BOUDREAUX	$1,500.00	Mail payments directly to Lessor at above address.
MARK W. BOUDREAUX	$0.00	N/A
WAYNE F. BOUDREAUX	$0.00	N/A
YVETTE MARIE BOUDREAUX LAFLEUR	$1,500.00	East Texas National Bank Marshall, TX 75671

Lessors agree that the above division is solely for the purposes of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

22) Lessor shall not bear any of the cost associated with the use of a compressor in the operations conducted hereunder.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

REUBEN RAYMOND BRUCE
SS#

PATRICK HENRY JOHNSON
SS#

RICHARD W. JOHNSON
SS#

ALBERT SIDNEY JOHNSON, III
SS#

SANDRA LYNN JOHNSON TRAHAN
SS#

BONNA BELLE BRYAN ANDERSON
SS#

ROY ANDERSON
SS#

DOROTHY MAE BRYAN
SS#

LOUISIANA BAPTIST CHILDREN'S HOME
MONROE, LOUISIANA

BY: _____
JOHN R. WILLIAMS, Executive Director
Tax ID#

ALFRED C. BOURDIER
SS#

MILTON F. BOURDIER
SS#

LYNN H. BOURDIER
SS#

BERNADINE B. ZIBILICH
SS#

ROSE MARIE B. TOUCHET
SS#

Ruth Campbell

Ella M. Ford

David L. Bourdier
DAVID L. BOURDIER
SS# [redacted]

E 473

BERNICE FOREMAN BOUDREAUX
SS#

MARK W. BOUDREAUX
SS#

WAYNE F. BOUDREAUX
SS#

YVETTE MARIE BOUDREAUX LAFLEUR
SS#

THE H. L. BATH COMPANIES
BATH-GRAM
FORM 42 CPM—NEW SOUTH LOUISIANA REVISED FOUR (4)—POOLING REVISED "A"

OIL, GAS AND MINERAL LEASE

521633

474

THIS AGREEMENT, entered into effective as of July 29 19 94,

by and between For Lessors' names and addresses, see Exhibit "A" attached hereto and made a part hereof.

herein called "Lessor" (whether one or more) and CAJUN MINERALS, INC., whose mailing address is P.O. Box 53383, Lafayette, Louisiana 70505,
hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of One Hundred Dollars and Other Valuable Considerations ($100.00 & OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

For property description and additional lease provisions, see Exhibit "A" attached hereto and made a part hereof.

RECEIVED AND FILED
94 SEP 7 P1:37
CLERK OF COURT
JEFFERSON DAVIS PARISH

521633

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 80.00 acres, whether it actually comprises more or less.

This lease shall be for a term of Three (3) years and No (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on July 29 19 95, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of One Hundred, Fifty and No/100 Dollars ($ 150.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods One Hundred, Fifty and No/100 Dollars ($ 150.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the See Paragraph No. 21 of Exhibit "A" ~~Bankxxx~~ for Rental Division Order.
which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

Exhibit D

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

[illegible]

WITNESSES:

For continuation of this lease, see Exhibit "A" attached hereto and made a part hereof.

STATE OF OHIO }
PARISH (OR COUNTY) OF Hamilton }

E 477

On this 8 day of August, 19 94, before me personally appeared BERNICE FOREMAN BOUDREAUX and MARK W. BOUDREAUX,

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

JUANITA DeVAUGHN
Notary Public, State of Ohio
My Commission Expires May 17, 1996

Juanita DeVaughn
Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, 19____, before me personally appeared _____,

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____,
who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

_____

SWORN TO AND SUBSCRIBED before me _____, 19____

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____,
who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

_____

SWORN TO AND SUBSCRIBED before me _____, 19____

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, 19____, before me appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____

of the _____ and that said instrument was signed in behalf of said corporation by

authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

Dated _____, 19____

No. of Acres _____

Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____, of the records of this office.

By _____, Deputy

THE J. BATH COMPANIES
BATH-O-GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

P_ 478

EXHIBIT "A"

Attached to that certain Oil, Gas and Mineral Lease, dated July 29, 1994, by and between REUBEN RAYMOND BRUCE, ET AL, LESSOR and CAJUN MINERALS, INC., LESSEE.

LESSORS:

REUBEN RAYMOND BRUCE, husband of Marie Onelia S. Bruce, whose mailing address is 439 East Academy Avenue, Jennings, Louisiana 70546;

PATRICK HENRY JOHNSON, husband of Shirley Johnson, whose mailing address is 305 Pellerin Drive, Kenner, Louisiana 70065;

RICHARD W. JOHNSON, husband of Nancy W. Johnson, whose mailing address is P.O. Box 190, Welch, Louisiana 70591;

ALBERT SIDNEY JOHNSON, III, husband of Agnes Johnson, whose mailing address is 10963 Pomegranate Drive, Tuscon, Arizona 85737;

SANDRA LYNN JOHNSON TRAHAN, judicially divorced from Markham Trahan, whose mailing address is 230 Village Lane, Lafayette, Louisiana 70506;

BONNA BELLE BRYAN ANDERSON and ROY ANDERSON, wife and husband, whose mailing address is 9069 Seward Lane, Elton, Louisiana 70532;

DOROTHY MAE BRYAN, single, whose mailing address is 611 Cary Avenue, Jennings, Louisiana 70546;

LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA, herein represented by John R. Williams, its duly authorized Executive Director-Treasurer as per attached Resolution, whose mailing address is P.O. Box 4196, Monroe, Louisiana 71211;

ALFRED C. BOURDIER, husband of Gayle H. Bourdier, whose mailing address is 1543 Oakwood Drive, Lake Charles, Louisiana 70611;

MILTON F. BOURDIER, divorced from Margaret B. Bourdier, whose mailing address is P.O. Box 545, Katy, Texas 77492-0545;

LYNN H. BOURDIER, husband of Eva Cutright Bourdier, whose mailing address is 416 Julius Street, Lake Charles, Louisiana 70605;

BERNADINE B. ZIBILICH, widow of William Zibilich, whose mailing address is 125 Valentine Drive, Avondale, Louisiana 70058;

ROSE MARIE B. TOUCHET, judicially separated from Robert Touchet, whose mailing address is 596 Champagne Circle, No. 2, Lake Charles, Louisiana 70611;

DAVID L. BOURDIER, husband of Janet R. Bourdier, whose mailing address is P.O. Box 762, Patterson, Louisiana 70392;

BERNICE FOREMAN BOUDREAUX, widow of Mark Boudreaux, whose mailing address is 7300 Dearwester Drive, Apartment No. 516, Cincinnati, Ohio 45236-6113;

MARK W. BOUDREAUX, husband of Janelle Boudreaux, whose mailing address is 2601 Petworth Circle, Cincinnati, Ohio 45236;

WAYNE F. BOUDREAUX, husband of Vera Boudreaux, whose mailing address is 1165 Ivanhoe Drive, North Muskegon, Michigan 49445; and

YVETTE MARIE BOUDREAUX LAFLEUR, judicially divorced from Elmer LaFleur, whose mailing address is P.O. Box 118, Marshall, Texas 75671.

All the above Lessors dealing herein with their separate and/or paraphernal property.

PROPERTY DESCRIPTION:

TOWNSHIP 10 SOUTH - RANGE 3 WEST

That certain tract or parcel of land containing **80.00** acres, more or less, situated in irregular Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana and being further described as follows: Beginning at the Southwest corner of said irregular Section 39, thence run North 53 degrees, 8 minutes East along the Northwest section line of said irregular Section 39 a distance of 4,428 feet to a point of beginning; thence run North 53 degrees, 8 minutes East along said Northwest section line a distance of 2,640 feet; thence run Southeasterly, perpendicular to said Northwest section line a distance of 1,320 feet; thence run Southwesterly, parallel to said Northwest section line, a distance of 2,640 feet; thence run Northwesterly, perpendicular to said Northwest section line, a distance of 1,320 feet to the point of beginning. Said tract being bounded by lands owned, now or formerly, as follows: Northwest by Ann H. Hebert and Frank Perl, Jr., et al; and Northeast, Southeast and Southwest by other lands of Lessor not herein leased.

ADDITIONAL LEASE PROVISIONS:

14) The rights granted herein shall be limited to those horizons encountered from the surface of the earth down to a depth of 10,000 feet.

15) This lease covers and includes Lessor's interest in and to all roads, streets, servitudes, and/or rights of way traversing or adjacent to the above described property.

16) Wherever the designation one-eighth (1/8) appears in paragraph seven (7) herein, the designation one-fourth (1/4) shall be substituted therefor.

17) In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein provided that if it be by rental payments, rentals shall be reduced in proportion to the number of acres covered hereby and included in such unit or units. If at or after the end of the primary term, this lease is being maintained as to a part of the lands by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations or production, lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than two (2) year(s) beyond the end of the primary term. Notwithstanding anything herein contained to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of a shut-in gas rental as provided in Paragraph No. 6, then no rental payment shall be required under this paragraph as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of this paragraph shall be applicable.

18) At the conclusion of any and all operations hereunder, Lessee shall restore the leased premises to its original condition as reasonably possible within one year following cessation of operations; and moreover, prior to any excavation into the surface of the lease property, the topsoil shall be first removed or bulldozed and stacked or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said topsoil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

19) The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of Lessors.

20) Notwithstanding provisions of Paragraph No. 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received be Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

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21) Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts to wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
REUBEN RAYMOND BRUCE	$3,000.00	Calcasieu Marine National Bank Jennings, LA 70546
PATRICK HENRY JOHNSON	$900.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
RICHARD W. JOHNSON	$300.00	Calcasieu Marine National Bank Welch, LA 70591-0826
ALBERT SIDNEY JOHNSON, III	$300.00	Bank One, Magee-Oracle Branch Tucson, AZ 85704
SANDRA LYNN JOHNSON TRAHAN	$300.00	Hibernia National Bank Lafayette, LA 70501
BONNA BELLE BRYAN ANDERSON and ROY ANDERSON	$800.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
DOROTHY MAE BRYAN	$400.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA	$0.00	N/A
ALFRED C. BOURDIER	$1,750.00	Calcasieu Marine National Bank Lake Charles, LA 70601
MILTON F. BOURDIER	$250.00	QueStar Bank Houston, TX 77084
LYNN H. BOURDIER	$250.00	Calcasieu Marine National Bank Lake Charles, LA 70601
BERNADINE B. ZIBILICH	$250.00	Seacor Bank Harvey, LA 70058
ROSE MARIE B. TOUCHET	$250.00	Calcasieu Marine National Bank Lake Charles, LA 70601
DAVID L. BOURDIER	$250.00	Mail payments directly to Lessor at above address.
BERNICE FOREMAN BOUDREAUX	$1,500.00	Mail payments directly to Lessor at above address.
MARK W. BOUDREAUX	$0.00	N/A
WAYNE F. BOUDREAUX	$0.00	N/A
YVETTE MARIE BOUDREAUX LAFLEUR	$1,500.00	East Texas National Bank Marshall, TX 75671

Lessors agree that the above division is solely for the purposes of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

22) Lessor shall not bear any of the cost associated with the use of a compressor in the operations conducted hereunder.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

REUBEN RAYMOND BRUCE
SS#

PATRICK HENRY JOHNSON
SS#

RICHARD W. JOHNSON
SS#

ALBERT SIDNEY JOHNSON, III
SS#

SANDRA LYNN JOHNSON TRAHAN
SS#

BONNA BELLE BRYAN ANDERSON
SS#

ROY ANDERSON
SS#

DOROTHY MAE BRYAN
SS#

LOUISIANA BAPTIST CHILDREN'S HOME
MONROE, LOUISIANA

BY:
JOHN R. WILLIAMS, Executive Director
Tax ID#

ALFRED C. BOURDIER
SS#

MILTON F. BOURDIER
SS#

LYNN H. BOURDIER
SS#

BERNADINE B. ZIBILICH
SS#

ROSE MARIE B. TOUCHET
SS#

DAVID L. BOURDIER
SS#

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Amy K. Brueneman

Juanita DeVaughn

Amy K. Brueneman

Juanita DeVaughn

Bernice Foreman Boudreaux

BERNICE FOREMAN BOUDREAUX
SS# [redacted]

MARK W. BOUDREAUX
SS# [redacted]

WAYNE F. BOUDREAUX
SS#

YVETTE MARIE BOUDREAUX LAFLEUR
SS#

BATH GRAM

FORM 42 CPM—NEW SOUTH LOUISIANA REVISED FOUR (4)—POOLING REVISED "A"

OIL, GAS AND MINERAL LEASE 521634 483

THIS AGREEMENT, entered into effective as of July 29 19 94

by and between For Lessors' names and addresses, see Exhibit "A" attached hereto and made a part hereof.

herein called **"Lessor"** (whether one or more) and **CAJUN MINERALS, INC.**, whose mailing address is P.O. Box 53383, Lafayette, Louisiana 70505,
hereinafter called **"Lessee"**, witnesseth, that:

Lessor, in consideration of the sum of One Hundred Dollars and Other Valuable Considerations ($ 100.00 & OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

For property description and additional lease provisions, see Exhibit "A" attached hereto and made a part hereof.

RECORDED AND FILED
94 SEP 7 P 1:37
CLERK OF COURT
JEFFERSON DAVIS PARISH

521634

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 80.00 acres, whether it actually comprises more or less.

This lease shall be for a term of Three (3) years and No (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on July 29 19 95, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of One Hundred, Fifty and No/100 Dollars ($ 150.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may *continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term)* by paying Lessor, on or before the beginning of such respective periods One Hundred, Fifty and No/100 Dollars ($ 150.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the See Paragraph No. 21 of Exhibit "A" ~~Bank~~ for Rental Division Order, which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns, and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage, and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit, and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary term such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

Castex Development - Title and Lease History - 001685

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

[illegible]

For continuation of this lease, see Exhibit "A" attached hereto and made a part hereof.

STATE OF MICHIGAN }
PARISH (OR COUNTY) OF Muskegon }

On this 31 day of August, 19 94, before me personally appeared WAYNE F. BOUDREAUX, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

SHARON PRUS
Notary Public, Muskegon County, Michigan
My Commission Expires March 13, 1996

Sharon Prus
Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

_____

SWORN TO AND SUBSCRIBED before me _____, 19____

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

_____

SWORN TO AND SUBSCRIBED before me _____, 19____

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, 19____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

Dated _____, 19____

No. of Acres _____

_____ Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____, of the records of this office.

By _____, Deputy

_____

BATH GRAM
FORM 48 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

EXHIBIT "A"

Attached to that certain Oil, Gas and Mineral Lease, dated July 29, 1994, by and between REUBEN RAYMOND BRUCE, ET AL, LESSOR and CAJUN MINERALS, INC., LESSEE.

LESSORS:

REUBEN RAYMOND BRUCE, husband of Marie Onelia S. Bruce, whose mailing address is 439 East Academy Avenue, Jennings, Louisiana 70546;

PATRICK HENRY JOHNSON, husband of Shirley Johnson, whose mailing address is 305 Pellerin Drive, Kenner, Louisiana 70065;

RICHARD W. JOHNSON, husband of Nancy W. Johnson, whose mailing address is P.O. Box 190, Welch, Louisiana 70591;

ALBERT SIDNEY JOHNSON, III, husband of Agnes Johnson, whose mailing address is 10963 Pomegranate Drive, Tuscon, Arizona 85737;

SANDRA LYNN JOHNSON TRAHAN, judicially divorced from Markham Trahan, whose mailing address is 230 Village Lane, Lafayette, Louisiana 70506;

BONNA BELLE BRYAN ANDERSON and ROY ANDERSON, wife and husband, whose mailing address is 9069 Seward Lane, Elton, Louisiana 70532;

DOROTHY MAE BRYAN, single, whose mailing address is 611 Cary Avenue, Jennings, Louisiana 70546;

LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA, herein represented by John R. Williams, its duly authorized Executive Director-Treasurer as per attached Resolution, whose mailing address is P.O. Box 4196, Monroe, Louisiana 71211;

ALFRED C. BOURDIER, husband of Gayle H. Bourdier, whose mailing address is 1543 Oakwood Drive, Lake Charles, Louisiana 70611;

MILTON F. BOURDIER, divorced from Margaret B. Bourdier, whose mailing address is P.O. Box 545, Katy, Texas 77492-0545;

LYNN H. BOURDIER, husband of Eva Cutright Bourdier, whose mailing address is 416 Julius Street, Lake Charles, Louisiana 70605;

BERNADINE B. ZIBILICH, widow of William Zibilich, whose mailing address is 125 Valentine Drive, Avondale, Louisiana 70058;

ROSE MARIE B. TOUCHET, judicially separated from Robert Touchet, whose mailing address is 596 Champagne Circle, No. 2, Lake Charles, Louisiana 70611;

DAVID L. BOURDIER, husband of Janet R. Bourdier, whose mailing address is P.O. Box 762, Patterson, Louisiana 70392;

BERNICE FOREMAN BOUDREAUX, widow of Mark Boudreaux, whose mailing address is 7300 Dearwester Drive, Apartment No. 516, Cincinnati, Ohio 45236-6113;

MARK W. BOUDREAUX, husband of Janelle Boudreaux, whose mailing address is 2601 Petworth Circle, Cincinnati, Ohio 45236;

WAYNE F. BOUDREAUX, husband of Vera Boudreaux, whose mailing address is 1165 Ivanhoe Drive, North Muskegon, Michigan 49445; and

YVETTE MARIE BOUDREAUX LAFLEUR, judicially divorced from Elmer LaFleur, whose mailing address is P.O. Box 118, Marshall, Texas 75671.

All the above Lessors dealing herein with their separate and/or paraphernal property.

PROPERTY DESCRIPTION:

TOWNSHIP 10 SOUTH - RANGE 3 WEST

That certain tract or parcel of land containing **80.00** acres, more or less, situated in irregular Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana and being further described as follows: Beginning at the Southwest corner of said irregular Section 39, thence run North 53 degrees, 8 minutes East along the Northwest section line of said irregular Section 39 a distance of 4,428 feet to a point of beginning; thence run North 53 degrees, 8 minutes East along said Northwest section line a distance of 2,640 feet; thence run Southeasterly, perpendicular to said Northwest section line a distance of 1,320 feet; thence run Southwesterly, parallel to said Northwest section line, a distance of 2,640 feet; thence run Northwesterly, perpendicular to said Northwest section line, a distance of 1,320 feet to the point of beginning. Said tract being bounded by lands owned, now or formerly, as follows: Northwest by Ann H. Hebert and Frank Perl, Jr., et al; and Northeast, Southeast and Southwest by other lands of Lessor not herein leased.

ADDITIONAL LEASE PROVISIONS:

14) The rights granted herein shall be limited to those horizons encountered from the surface of the earth down to a depth of 10,000 feet.

15) This lease covers and includes Lessor's interest in and to all roads, streets, servitudes, and/or rights of way traversing or adjacent to the above described property.

16) Wherever the designation one-eighth (1/8) appears in paragraph seven (7) herein, the designation one-fourth (1/4) shall be substituted therefor.

17) In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein provided that if it be by rental payments, rentals shall be reduced in proportion to the number of acres covered hereby and included in such unit or units. If at or after the end of the primary term, this lease is being maintained as to a part of the lands by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations or production, lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than two (2) year(s) beyond the end of the primary term. Notwithstanding anything herein contained to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of a shut-in gas rental as provided in Paragraph No. 6, then no rental payment shall be required under this paragraph as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of this paragraph shall be applicable.

18) At the conclusion of any and all operations hereunder, Lessee shall restore the leased premises to its original condition as reasonably possible within one year following cessation of operations; and moreover, prior to any excavation into the surface of the lease property, the topsoil shall be first removed or bulldozed and stacked or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said topsoil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

19) The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of Lessors.

20) Notwithstanding provisions of Paragraph No. 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received be Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

21) Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts to wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
REUBEN RAYMOND BRUCE	$3,000.00	Calcasieu Marine National Bank Jennings, LA 70546
PATRICK HENRY JOHNSON	$900.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
RICHARD W. JOHNSON	$300.00	Calcasieu Marine National Bank Welch, LA 70591-0826
ALBERT SIDNEY JOHNSON, III	$300.00	Bank One, Magee-Oracle Branch Tucson, AZ 85704
SANDRA LYNN JOHNSON TRAHAN	$300.00	Hibernia National Bank Lafayette, LA 70501
BONNA BELLE BRYAN ANDERSON and ROY ANDERSON	$800.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
DOROTHY MAE BRYAN	$400.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA	$0.00	N/A
ALFRED C. BOURDIER	$1,750.00	Calcasieu Marine National Bank Lake Charles, LA 70601
MILTON F. BOURDIER	$250.00	QueStar Bank Houston, TX 77084
LYNN H. BOURDIER	$250.00	Calcasieu Marine National Bank Lake Charles, LA 70601
BERNADINE B. ZIBILICH	$250.00	Seacor Bank Harvey, LA 70058
ROSE MARIE B. TOUCHET	$250.00	Calcasieu Marine National Bank Lake Charles, LA 70601
DAVID L. BOURDIER	$250.00	Mail payments directly to Lessor at above address.
BERNICE FOREMAN BOUDREAUX	$1,500.00	Mail payments directly to Lessor at above address.
MARK W. BOUDREAUX	$0.00	N/A
WAYNE F. BOUDREAUX	$0.00	N/A
YVETTE MARIE BOUDREAUX LAFLEUR	$1,500.00	East Texas National Bank Marshall, TX 75671

Lessors agree that the above division is solely for the purposes of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

22) Lessor shall not bear any of the cost associated with the use of a compressor in the operations conducted hereunder.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

REUBEN RAYMOND BRUCE
SS#

PATRICK HENRY JOHNSON
SS#

RICHARD W. JOHNSON
SS#

ALBERT SIDNEY JOHNSON, III
SS#

SANDRA LYNN JOHNSON TRAHAN
SS#

BONNA BELLE BRYAN ANDERSON
SS#

ROY ANDERSON
SS#

DOROTHY MAE BRYAN
SS#

LOUISIANA BAPTIST CHILDREN'S HOME
MONROE, LOUISIANA

BY:
JOHN R. WILLIAMS, Executive Director
Tax ID#

ALFRED C. BOURDIER
SS#

MILTON F. BOURDIER
SS#

LYNN H. BOURDIER
SS#

BERNADINE B. ZIBILICH
SS#

ROSE MARIE B. TOUCHET
SS#

DAVID L. BOURDIER
SS#

491

Margaret J. Wembley
Pam Pesch

BERNICE FOREMAN BOUDREAUX
SS#

MARK W. BOUDREAUX
SS#

Wayne F. Boudreaux
WAYNE F. BOUDREAUX
SS#

YVETTE MARIE BOUDREAUX LAFLEUR
SS#

492

Sharon Prus

SHARON PRUS
Notary Public, Muskegon County, Michigan
My Commission Expires March 13, 1996

BATH GRAM

FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR 141—POOLING
REVISED "A"

OIL, GAS AND MINERAL LEASE

521635 493

THIS AGREEMENT, entered into effective as of July 29 19 94,

by and between For Lessors' names and addresses, see Exhibit "A" attached hereto and made a part hereof.

herein called **"Lessor"** (whether one or more) and CAJUN MINERALS, INC., whose mailing address is P.O. Box 53383, Lafayette, Louisiana 70505,
hereinafter called **"Lessee"**, witnesseth, that:

Lessor, in consideration of the sum of One Hundred Dollars and Other Valuable Considerations ($ 100.00 & OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

For property description and additional lease provisions, see Exhibit "A" attached hereto and made a part hereof.

RECEIVED AND FILED
94 SEP 7 P1:37
CLERK OF COURT
JEFFERSON DAVIS PARISH

521635

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 80.00 acres, whether it actually comprises more or less.

This lease shall be for a term of Three (3) years and No (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on July 29 19 95, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of One Hundred, Fifty and No/100 Dollars ($ 150.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods One Hundred, Fifty and No/100 Dollars ($ 150.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the See Paragraph No. 21 of Exhibit "A" ~~xxxxxx~~ for Rental Division Order.
which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

[illegible]

For continuation of this lease, see Exhibit "A" attached hereto and made a part hereof.

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TONJA BOLANDER
MY COMMISSION EXPIRES
May 16, 1998

STATE OF TEXAS
PARISH (OR COUNTY) OF Harrison

On this 2 day of August, 19 94, before me personally appeared YVETTE MARIE BOUDREAUX LAFLEUR

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Tonja Bolander
Notary Public.

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA
PARISH (OR COUNTY) OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, 19____

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, 19____, before me appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____

of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

Dated _____, 19____

No. of Acres _____

_____ Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____, of the records of this office.

By _____, Deputy

THE H. L. BATH COMPANIES
BATH-CRAM
FORM 48 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

EXHIBIT "A"

Attached to that certain Oil, Gas and Mineral Lease, dated July 29, 1994, by and between REUBEN RAYMOND BRUCE, ET AL, LESSOR and CAJUN MINERALS, INC., LESSEE.

LESSORS:

REUBEN RAYMOND BRUCE, husband of Marie Onelia S. Bruce, whose mailing address is 439 East Academy Avenue, Jennings, Louisiana 70546;

PATRICK HENRY JOHNSON, husband of Shirley Johnson, whose mailing address is 305 Pellerin Drive, Kenner, Louisiana 70065;

RICHARD W. JOHNSON, husband of Nancy W. Johnson, whose mailing address is P.O. Box 190, Welch, Louisiana 70591;

ALBERT SIDNEY JOHNSON, III, husband of Agnes Johnson, whose mailing address is 10963 Pomegranate Drive, Tuscon, Arizona 85737;

SANDRA LYNN JOHNSON TRAHAN, judicially divorced from Markham Trahan, whose mailing address is 230 Village Lane, Lafayette, Louisiana 70506;

BONNA BELLE BRYAN ANDERSON and ROY ANDERSON, wife and husband, whose mailing address is 9069 Seward Lane, Elton, Louisiana 70532;

DOROTHY MAE BRYAN, single, whose mailing address is 611 Cary Avenue, Jennings, Louisiana 70546;

LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA, herein represented by John R. Williams, its duly authorized Executive Director-Treasurer as per attached Resolution, whose mailing address is P.O. Box 4196, Monroe, Louisiana 71211;

ALFRED C. BOURDIER, husband of Gayle H. Bourdier, whose mailing address is 1543 Oakwood Drive, Lake Charles, Louisiana 70611;

NILTON F. BOURDIER, divorced from Margaret B. Bourdier, whose mailing address is P.O. Box 545, Katy, Texas 77492-0545;

LYNN H. BOURDIER, husband of Eva Cutright Bourdier, whose mailing address is 416 Julius Street, Lake Charles, Louisiana 70605;

BERNADINE B. ZIBILICH, widow of William Zibilich, whose mailing address is 125 Valentine Drive, Avondale, Louisiana 70058;

ROSE MARIE B. TOUCHET, judicially separated from Robert Touchet, whose mailing address is 596 Champagne Circle, No. 2, Lake Charles, Louisiana 70611;

DAVID L. BOURDIER, husband of Janet R. Bourdier, whose mailing address is P.O. Box 762, Patterson, Louisiana 70392;

BERNICE FOREMAN BOUDREAUX, widow of Mark Boudreaux, whose mailing address is 7300 Dearwester Drive, Apartment No. 516, Cincinnati, Ohio 45236-6113;

MARK W. BOUDREAUX, husband of Janelle Boudreaux, whose mailing address is 2601 Petworth Circle, Cincinnati, Ohio 45236;

WAYNE F. BOUDREAUX, husband of Vera Boudreaux, whose mailing address is 1165 Ivanhoe Drive, North Muskegon, Michigan 49445; and

YVETTE MARIE BOUDREAUX LAFLEUR, judicially divorced from Elmer LaFleur, whose mailing address is P.O. Box 118, Marshall, Texas 75671.

All the above Lessors dealing herein with their separate and/or paraphernal property.

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PROPERTY DESCRIPTION:

TOWNSHIP 10 SOUTH - RANGE 3 WEST

That certain tract or parcel of land containing **80.00** acres, more or less, situated in irregular Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana and being further described as follows: Beginning at the Southwest corner of said irregular Section 39, thence run North 53 degrees, 8 minutes East along the Northwest section line of said irregular Section 39 a distance of 4,428 feet to a point of beginning; thence run North 53 degrees, 8 minutes East along said Northwest section line a distance of 2,640 feet; thence run Southeasterly, perpendicular to said Northwest section line a distance of 1,320 feet; thence run Southwesterly, parallel to said Northwest section line, a distance of 2,640 feet; thence run Northwesterly, perpendicular to said Northwest section line, a distance of 1,320 feet to the point of beginning. Said tract being bounded by lands owned, now or formerly, as follows: Northwest by Ann H. Hebert and Frank Perl, Jr., et al; and Northeast, Southeast and Southwest by other lands of Lessor not herein leased.

ADDITIONAL LEASE PROVISIONS:

14) The rights granted herein shall be limited to those horizons encountered from the surface of the earth down to a depth of 10,000 feet.

15) This lease covers and includes Lessor's interest in and to all roads, streets, servitudes, and/or rights of way traversing or adjacent to the above described property.

16) Wherever the designation one-eighth (1/8) appears in paragraph seven (7) herein, the designation one-fourth (1/4) shall be substituted therefor.

17) In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein provided that if it be by rental payments, rentals shall be reduced in proportion to the number of acres covered hereby and included in such unit or units. If at or after the end of the primary term, this lease is being maintained as to a part of the lands by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations or production, lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than two (2) year(s) beyond the end of the primary term. Notwithstanding anything herein contained to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of a shut-in gas rental as provided in Paragraph No. 6, then no rental payment shall be required under this paragraph as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of this paragraph shall be applicable.

18) At the conclusion of any and all operations hereunder, Lessee shall restore the leased premises to its original condition as reasonably possible within one year following cessation of operations; and moreover, prior to any excavation into the surface of the lease property, the topsoil shall be first removed or bulldozed and stacked or bulldozed into a pile on the premises and at the conclusion of the use of the excavation, said excavation shall be backfilled, after removing all chemical mud or drilling mud, and said topsoil remaining in this stack or pile shall be spread over said backfill as evenly as prudently possible under the then existing conditions.

19) The contrary herein notwithstanding, Lessee shall conduct no seismic operations on the property without the prior written consent of Lessors.

20) Notwithstanding provisions of Paragraph No. 7 herein to the contrary, the price to be used in computing the market value of gas shall be the price received be Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lessee price shall be used in such computation.

21) Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts to wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
REUBEN RAYMOND BRUCE	$3,000.00	Calcasieu Marine National Bank Jennings, LA 70546
PATRICK HENRY JOHNSON	$900.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
RICHARD W. JOHNSON	$300.00	Calcasieu Marine National Bank Welch, LA 70591-0826
ALBERT SIDNEY JOHNSON, III	$300.00	Bank One, Magee-Oracle Branch Tucson, AZ 85704
SANDRA LYNN JOHNSON TRAHAN	$300.00	Hibernia National Bank Lafayette, LA 70501
BONNA BELLE BRYAN ANDERSON and ROY ANDERSON	$800.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
DOROTHY MAE BRYAN	$400.00	Jeff Davis Bank & Trust Co. Jennings, LA 70546
LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA	$0.00	N/A
ALFRED C. BOURDIER	$1,750.00	Calcasieu Marine National Bank Lake Charles, LA 70601
MILTON F. BOURDIER	$250.00	QueStar Bank Houston, TX 77084
LYNN H. BOURDIER	$250.00	Calcasieu Marine National Bank Lake Charles, LA 70601
BERNADINE B. ZIBILICH	$250.00	Seacor Bank Harvey, LA 70058
ROSE MARIE B. TOUCHET	$250.00	Calcasieu Marine National Bank Lake Charles, LA 70601
DAVID L. BOURDIER	$250.00	Mail payments directly to Lessor at above address.
BERNICE FOREMAN BOUDREAUX	$1,500.00	Mail payments directly to Lessor at above address.
MARK W. BOUDREAUX	$0.00	N/A
WAYNE F. BOUDREAUX	$0.00	N/A
YVETTE MARIE BOUDREAUX LAFLEUR	$1,500.00	East Texas National Bank Marshall, TX 75671

Lessors agree that the above division is solely for the purposes of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

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22) Lessor shall not bear any of the cost associated with the use of a compressor in the operations conducted hereunder.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

REUBEN RAYMOND BRUCE
SS#

PATRICK HENRY JOHNSON
SS#

RICHARD W. JOHNSON
SS#

ALBERT SIDNEY JOHNSON, III
SS#

SANDRA LYNN JOHNSON TRAHAN
SS#

BONNA BELLE BRYAN ANDERSON
SS#

ROY ANDERSON
SS#

DOROTHY MAE BRYAN
SS#

LOUISIANA BAPTIST CHILDREN'S HOME
MONROE, LOUISIANA

BY: _____
JOHN R. WILLIAMS, Executive Director
Tax ID#

ALFRED C. BOURDIER
SS#

MILTON F. BOURDIER
SS#

LYNN H. BOURDIER
SS#

BERNADINE B. ZIBILICH
SS#

ROSE MARIE B. TOUCHET
SS#

DAVID L. BOURDIER
SS#

501

Michelle Floyd

Bonita Starling

BERNICE FOREMAN BOUDREAUX
SS#

MARK W. BOUDREAUX
SS#

WAYNE F. BOUDREAUX
SS#

Yvette Marie Boudreaux Lafleur

YVETTE MARIE BOUDREAUX LAFLEUR
SS# [redacted]

521662

RECEIVED AND FILED 583

Bruce

ASSIGNMENT OF OIL, GAS AND MINERAL LEASES 94 SEP 8 P2:41

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

CLERK OF COURT
JEFFERSON DAVIS PARISH

KNOW ALL MEN BY THESE PRESENTS:

THAT CAJUN MINERALS, INC., a Louisiana Corporation, whose mailing address is P. O. Box 53383 Lafayette, LA 70505 (hereinafter referred to as "ASSIGNOR") is the owner of interest in and to the Oil, Gas and Mineral Leases described on Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, for and consideration of the sum of One Hundred Dollars ($100.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR, does hereby convey, transfer, assign and deliver, unto **REBOB ENERGY, INC.**, a Louisiana Corporation, whose mailing address is 208 Janin Road, Broussard, LA 70518, (hereinafter referred to as "ASSIGNEE") all of ASSIGNOR'S right, title and interest in and to the leases described in Exhibit "A" including all fixtures and surface equipment, if any, located on the lands covered by the "LEASES" owned by the "ASSIGNORS" as the effective date hereof.

521662

This Assignment is subject to the following terms, conditions and/or exceptions:

1. This Assignment is made without warranty of title expressed, implied or statutory, except that ASSIGNOR does hereby warrant against anyone asserting an adverse claim to the Assigned Working Interest that arises by, through or under any act of ASSIGNOR during the period that the Assigned Working Interest was owned by Assignor, and Assignor also does hereby convey title to the Assigned Working Interest with full substitution and subrogation of ASSIGNEE and all persons claiming, by, through and under ASSIGNEE, in and to all covenants and warranties of ASSIGNOR's predecessors in title and with full subrogation of all rights occurring under the statutes of limitation of prescription laws of the State of Louisiana and all rights or actions of warranty against all former owners of the Assigned Working Interest.

2. The Provisions of this Assignment shall be binding upon, and shall inure to the benefit of the heirs, successors and/or assigns of "ASSIGNOR" and "ASSIGNEE.

4. In the event title should fail as to all or part of the lands described in the Said Leases subject hereto, should the Said Leases cover less than the entire fee mineral estate in said lands, or should said lands or any part thereof be pooled unitized with other lands then the interest herein assigned shall be proportionately reduced.

584

This Assignment of Oil, Gas and Mineral Lease is executed on 8TH day of September 1994, but shall be considered effective from the 1st day of September, 1994.

WITNESSES:

Jammie Curtis

Danielle Thibodeaux

ASSIGNOR:

Cajun Minerals, Inc.

By: ROBERT J. PETITFILS
Title: Agent

WITNESSES:

Jammie Curtis

Danielle Thibodeaux

ASSIGNEE:

Rebob Energy, Inc.

BY: Robert Joseph Petitfils
Title: President

STATE OF LOUISIANA

PARISH OF LAFAYETTE

On this 8TH day of SEPTEMBER, 1994, before me personally appeared
Robert J. Petitfils, to me known, who, being by me duly sworn, did say that he is the duly authorized Agent of Cajun Minerals, Inc. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Robert J. Petitfils acknowledged said instrument to be the free act and deed of said corporation.

Donna T. Richard
NOTARY PUBLIC, in and for Lafayette Parish, Louisiana

STATE OF LOUISIANA

PARISH OF LAFAYETTE

On this 8TH day of SEPTEMBER, 1994, before me personally appeared
Robert Joseph Petitfils, to me known, who, being by me duly sworn, did say that he is the President of Rebob Energy, Inc. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Robert Joseph Petitfils acknowledged said instrument to be the free act and deed of said corporation.

Donna T. Richard
NOTARY PUBLIC, in and for Lafayette Parish, Louisiana

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases by and between Cajun Minerals, Inc., as Assignor, and Rebob Energy, Inc., as Assignee, dated September 8, 1994, but effective September 1st, 1994.

---

1. Oil, Gas and Mineral Lease dated July 29, 1994 between Reuben Raymond Bruce et al, Lessors, and Cajun Minerals, Inc., Lessee, recorded COB 787, under Act No. 521626, of the Conveyance Records of Jefferson Davis Parish, Louisiana.

2. Oil, Gas and Mineral Lease dated July 29, 1994 between Patrick Henry Johnson, Lessors, and Cajun Minerals, Inc., Lessee, recorded COB 787, under Act No. 521627 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

3. Oil, Gas and Mineral Lease dated July 29, 1994 between Albert Sidney Johnson III, Lessors, and Cajun Minerals, Inc., Lessee, recorded COB 787, under Act No. 521628 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

4. Oil, Gas and Mineral Lease dated July 29, 1994 between Louisiana Baptist Children's Home, Lessors, and Cajun Minerals, Inc., Lessee, recorded COB 787, under Act No. 521629 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

5. Oil, Gas and Mineral Lease dated July 29, 1994 between Milton F. Bourdier, Lessors, and Cajun Minerals, Inc., Lessee, recorded COB 787, under Act No. 521630 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

6. Oil, Gas and Mineral Lease dated July 29, 1994 between Bernadine B. Ziblich, Lessors, and Cajun Minerals, Inc., Lessee, recorded COB 787, under Act No. 521631 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

7. Oil, Gas and Mineral Lease dated July 29, 1994 between David L. Bourdier, Lessors, and Cajun Minerals, Inc., Lessee, recorded COB 787, under Act No. 521632 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

8. Oil, Gas and Mineral Lease dated July 29, 1994 between Bernice Forman Boudreaux et al, Lessors, and Cajun Minerals, Inc., Lessee, recorded COB 787, under Act No. 521633 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

9. Oil, Gas and Mineral Lease dated July 29, 1994 between Wayne F. Boudreaux, Lessors, and Cajun Minerals, Inc., Lessee, recorded COB 787, under Act No. 521634 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

10. Oil, Gas and Mineral Lease dated July 29, 1994 between Yvette Marie Boudreaux LaFleur, Lessors, and Cajun Minerals, Inc., Lessee, recorded COB 787, under Act No. 521635 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

STATE OF LOUISIANA

522985

COUNTY/PARISH OF JEFFERSON DAVIS

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), effective as of 7:.00 a.m., April 1, 1994 (said date and time hereinafter referred to as the "Effective Date"), by and between MISLATEX MINERALS CORPORATION, a Louisiana corporation, whose address is P. O. Box 52807, Lafayette, Louisiana 70505, THE STONE PETROLEUM CORPORATION, a Delaware corporation whose address is P. O. Box 52807, Lafayette, Louisiana 70505 acting on behalf of itself and as agent and Attorney-in-Fact for the following parties:

WILLIAM H. BAKER
JEANNE LEDFORD BAKER ZAVADA
D. PETER CANTY
NANCY GREENLEAF CANTY
DON E. CHUNN
FRANCES KOENIG CHUNN
DALTON J. BERGERON
KIM BERGERON
MICHAEL L. FINCH
JEAN ELIZABETH POORE FINCH
PETER G. GRAY
JULAINE ROY GRAY
THE KGB TRUST
PATRICK K. JACKSON
MICHELLE EILEEN JACKSON
JOE R. KLUTTS
JACQUELYN PURYEAR KLUTTS
ESTATE OF FROEBEL E. LEE
ANNA RIDDELL LEE, INDIVIDUALLY AND AS USUFRUCTUARY
CHRISTOPHER MARK LEE, TRUSTEE
CATHERINE LEE GOLD
CHRISTOPHER MARK LEE
STEPHANIE LEE SPIVEY
JOHN J. MADDUX
JOY PITRE MADDUX
SALLY LAWRENCE MCKISSACK
HOWARD A. MCKISSACK
KAY CAPELLA MCKISSACK
JAMES H. PRINCE & PATRICIA RADCLIFF PRINCE
STONE PETROLEUM EMPLOYEE BONUS AGREEMENT & TRUST
STONE OIL CORP. 1981 EMPLOYEE BONUS TRUST
JAMES H. STONE
JAMES H. STONE INTERESTS
DOUGLAS D. BEHM
BUNTING RESOURCES, INC.
OIL CAPITAL LAND & EXPLORATION COMPANY
TENISON OIL COMPANY
DOROIL CORPORATION

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CLERK OF COURT
JEFFERSON DAVIS PARISH

522985

hereinafter collectively referred to as "ASSIGNOR" and NUEVO ENERGY COMPANY, a Delaware corporation, whose address is 1221 Lamar, Suite 1600, Houston, Texas 77010-3039, hereinafter referred to as "ASSIGNEE",

WITNESSETH:

That for and in consideration of the sum of One Thousand and No/l00 Dollars ($1,000.00) cash in hand paid, and other valuable consideration, including the hereinbelow described assumption by ASSIGNEE of certain described obligations and liabilities, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR, subject to that certain "Agreement for Purchase and Sale" dated 1994 by and between ASSIGNOR and ASSIGNEE (the "Purchase Agreement") and further subject to the terms, conditions and reservations hereof, does hereby sell, transfer, assign, convey, set over and deliver unto Assignee, effective for all purposes as of the Effective Date, all of Assignor's right, title and interest in and to the following rights, interests and properties, other than the Excluded Assets, hereinafter defined (the "Properties"):

(a.) **Oil and Gas Properties**. All oil, gas and mineral leases, royalty, overriding royalty and other interests of every nature described on Exhibit A hereto, and all rights that arise by operation of law or otherwise in all lands pooled, unitized, communitized or consolidated with the interests described in Exhibit A, insofar as such pooled, unitized, communitized or consolidated interests are attributable to the interests described on Exhibit A (the *"Oil and Gas Properties"*);

(b.) **Wells**. All oil, condensate or natural gas wells, water source wells, and water and other types of injection wells either located on the Oil and Gas Properties or held for use in connection with the Oil and Gas Properties, whether producing, operating, shut-in or temporarily abandoned (the "*Wells*").

(c.) **Severed Substances**. All severed crude oil, natural gas, casinghead gas, drip gasoline, natural gasoline, petroleum, natural gas liquids, condensate, products, liquids and other hydrocarbons and other minerals or materials of every kind and description produced from the Oil and Gas Properties and either (a) in storage tanks on the Effective Date, or (b) sold on or after the Effective Date (the "*Substances*").

(d.) **Surface Contracts**. All leases, easements, privileges, right of way agreements, licenses or other agreements relating to the use or ownership of surface and subsurface properties and structures that are used or held for use in connection with the exploration, development and production of Substances from the Oil and Gas Properties, including the interests described on Exhibit A hereto (the "*Surface Contracts*").

(e.) **Equipment**. All equipment, fixtures, physical facilities or interests therein (including but not limited to gathering lines and pipelines) of every type and description to the extent that the same are either currently used or held for use in connection with the ownership or operation of the Properties and located on such Properties or listed on Exhibit 1.1.5 to the Purchase Agreement (the "*Equipment*").

(f.) **Information and Data**. Originals (or at Assignor's option, copies) of all (a) abstracts, title opinions, title reports, title policies, lease and land files, surveys, analyses, compilations, correspondence, filings with and reports to regulatory agencies, other documents and instruments in

the possession or control of The Stone Petroleum Corporation ("Stone") that in any manner relate to the Properties; (b) geological, engineering, production and other technical data, summaries, reports and maps, whether written or in electronically reproducible form, that are in the possession or control of Stone and relate to the Properties; and (c) all other books, records, files, accounting, title or other information are in the possession of Stone and relate to the Properties (the "*Data*").

(g.) **Contracts**. All contracts, commitments, agreements and arrangements relating to the operation of the Properties, including the production, storage, treatment, transportation, processing, purchase, sale, disposal or other disposition of Substances therefrom or in connection therewith and any and all amendments, ratifications or extensions of the foregoing to the extent said contracts, commitments, agreements, and arrangements apply to the Oil and Gas Properties, Wells, or Equipment, together with (i) all rights, privileges, and benefits of Assignor thereunder arising on or after the Effective Date, (ii) all rights of Assignor thereunder to audit the records of any party thereto and to receive refunds of any nature thereunder, relating to periods after the Effective Date, (iii) all claims for take-or-pay or other similar payments arising after the Effective Date, and (iv) rights to receive proceeds under any insurance policy held by or on behalf of Assignor in connection with the Properties for any claim that arises either (y) from the Effective Date through the Closing Date, as defined in the Purchase Agreement, in connection with the Properties or (z) to the extent transferable, with respect to a valid claim that arises from or relates to periods prior to the Effective Date and comprises part of the Assumed Obligations, as defined in the Purchase Agreement (the "*Contracts*").

(h.) **Permits**. To the extent transferrable, all franchises, licenses, permits, approvals, consents, certificates and other authorizations and other rights granted by governmental authorities and all certificates of conveyance or necessity, immunities, privileges, grants and other rights, that relate solely to the Properties or the ownership or operation of any thereof (the "*Permits*").

(i.) **Payment Rights.** All (a) accounts, instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of Texas) attributable to the Properties with respect to any period of time on or after the Effective Date and (b) liens and security interests in favor of Assignor, whether choate or inchoate, under any law, rule or regulation or under the Contracts (i) arising from the ownership, operation or sale or other disposition on or after the Effective Date of any of the Properties (other than the conveyance of the Properties pursuant to the terms of this Assignment) and (ii) arising in favor of Assignor as the operator of certain of the Oil and Gas Properties.

LESS AND EXCEPT, and Assignor hereby retains all of Assignor's right, title and interest in and to the following (the "*Excluded Assets*"):

(i.) all rights of Assignor in and to that certain cause of action styled The Stone Petroleum Corporation, et al v.

Texas Gas Transmission Corporation, Docket No. 94-2402 in the Civil District Court for the Parish of Orleans, Louisiana ("Excess Royalty Litigation"); (ii) any and all escrow funds, reserves and other funds relating to the Properties or their operations prior to the Effective Date that Stone may hold (a) in its capacity as general partner of any of the Beneficial Owners or (b) on behalf of the entities in which the POA owners are joint venturers (but excluding in either case any escrow funds or reserves held in its capacity as operator of any of the Properties); (iii) all geophysical and seismic data and interpretative information relating to the Properties; (iv) all reserve reports and projections relating to the Properties; (v) all bonds provided by Assignor in connection with the Properties; (vi) all of Assignor's interest in the Provost Cyr No. 1, Provost Cyr No. 3 Wells and units attributable to Assignor's ownership of lands or leases in Section 19, Township 14 South, Range 7 East, Iberia Parish, Louisiana except to the leasehold interests described on Exhibit A hereto; (vii) all geophysical and seismic data and information; (viii) ~~any information subject to confidentiality agreements with third parties~~; and (ix) The Stone Petroleum Corporation, Smith No. 7 Well located in Section 18, Township 14 South, Range 7 East, Iberia Parish, Louisiana, and any contracts related primarily thereto; Assignor's rights in the Excess Royalty Litigation as reserved herein include rights held for the benefit of Assignee, Torch Energy Advisors Incorporated and their respective affiliates ("Affiliate Interests") as more fully described in the Purchase Agreement. Notwithstanding anything herein to the contrary, the owners of the Affiliate Interests shall continue to own their respective interests in and to the Excess Royalty Litigation and all proceeds received in connection therewith.

TO HAVE AND TO HOLD the Properties unto ASSIGNEE, its successors and assigns forever, subject to the terms and conditions set forth herein and the Existing Encumbrances (as hereinafter defined). This Assignment is made without warranty of title, express, implied or statutory, even as to return of the purchase price, except as to matters arising by, through or under Assignor with respect to the interests described on Exhibit 1.1.1 to the Purchase Agreement.

1. **No Warranty and Disclaimers**. ASSIGNEE ACKNOWLEDGES THAT EXCEPT AS SET FORTH IN THE PURCHASE AGREEMENT OR IN THIS ASSIGNMENT, ASSIGNOR HAS NOT MADE ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO THE PROPERTIES. IN ADDITION, ASSIGNEE ACKNOWLEDGES THAT EXCEPT AS SET FORTH IN THE PURCHASE AGREEMENT OR IN THIS ASSIGNMENT ASSIGNOR HAS NOT MADE, AND ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OR MATERIALS, AND ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE PROPERTIES, EVEN AS TO THE RETURN OF THE PURCHASE PRICE. WITH RESPECT TO ANY OF THE PROPERTIES THAT ARE LOCATED IN LOUISIANA, ASSIGNEE ACKNOWLEDGES THAT THIS WAIVER HAS BEEN EXPRESSLY CALLED TO ITS ATTENTION AND INCLUDES, WITHOUT LIMITATION, A WAIVER OF WARRANTY AGAINST REDHIBITORY VICES ARISING UNDER LOUISIANA CIVIL CODE ARTICLES 2520 THROUGH 2548 INCLUSIVE. EXCEPT AS SET FORTH IN THE PURCHASE AGREEMENT OR IN THIS ASSIGNMENT ASSIGNEE ACCEPTS THE PROPERTY IN ITS "AS IS, WHERE IS" CONDITION. EXCEPT FOR

ANY MATTER WHICH ASSIGNOR FAILED TO DISCLOSE PURSUANT TO SECTION 3.10 OF THE PURCHASE AGREEMENT OF WHICH ASSIGNOR HAD KNOWLEDGE, ASSIGNOR DISCLAIMS ANY AND ALL LIABILITY ARISING IN CONNECTION WITH ANY ENVIRONMENTAL MATTERS, INCLUDING WITHOUT LIMITATION, ANY PRESENCE OF NATURALLY OCCURRING RADIOACTIVE MATERIAL ON THE PROPERTY.

2. **Existing Encumbrances**.

This Assignment is made expressly subject to the following to the extent the same are valid and subsisting and affect the Properties (the "Existing Encumbrances"):

(a) the terms, conditions, restrictions, exceptions, reservations, limitations and other matters contained in the agreements, instruments and documents that create or reserve to Assignor its interests in any of the Properties and which agreements, instruments and documents are filed of record in the appropriate public record;

(b) the Surface Contracts and the Contracts;

(c) any materialman's mechanics', repairman's, employees', contractors, operators' or other similar liens or charges for amounts arising in the ordinary course of business that are not yet due and payable or are being contested in good faith;

(d) any liens for taxes and assessments not yet delinquent;

(e) any liens or security interests created by law or reserved in oil and gas leases for royalty, bonus or rental, or created to secure compliance with the terms of the agreements, instruments and documents that create or reserve to Assignor its interests in the Properties;

(f) any obligations or duties affecting the Properties to any municipality or public authority with respect to any franchise, grant, license or permit, and all applicable laws, rules, regulations and orders of any governmental authority;

(g) any (i) easements, rights-of-way, servitudes, permits, surface leases and other rights in respect of surface operations, pipelines, grazing, hunting, lodging, canals, ditches, reservoirs or the like, and (ii) easements for streets, alleys, highways, pipelines, telephone lines, power lines, railways and other similar rights-of-way, on, over or in respect of property owned or leased by Assignor or over which Assignor owns rights-of-way, easements, permits or licenses provided that none of the foregoing either (y) individually or in the aggregate materially interfere with the operation, value or use of any Oil and Gas Property or (z) reduce the net revenue interests or increase the working interests of Assignor described on Exhibit 1.1.1 to the Purchase Agreement.

(h) all lessor's royalties, overriding royalties, net profits interests, carried interests, production payments, reversionary interests and other burdens on or deductions from the proceeds of production created or in existence as of the Effective Date that do not operate to reduce the Net Revenue Interests or increase the Working Interest of Assignor as described on Exhibit 1.1.1 to the Purchase Agreement;

(i) all rights to consent by, required notices to, filings with, or other actions by governmental entities in connection with the sale or conveyance of oil and gas leases or interests therein and;

(j) all defects and irregularities affecting the Properties which individually or in the aggregate do not operate to reduce the net revenue interests or increase the working interest of Assignor or otherwise materially interfere with the operation, value or use of the Properties, either individually or in the aggregate.

3. **Approval.**

This Assignment, insofar as it affects any interest in leases the transfer of which must be approved by any governmental entity or agency, is made and accepted subject to the approval of the appropriate governmental entity or agency and to the terms of such approval, if and to the extent required by law.

4. **Subrogation.**

Assignor hereby transfers and assigns unto Assignee, its successors and assigns, all of its rights under and by virtue of all covenants and warranties pertaining to the Properties, express or implied including without limitation, title warranties and manufacturers', suppliers' and contractors' warranties, that have heretofore been made by any of Assignor predecessors in title, or by any third party manufacturers, suppliers, and contractors (the "Prior Covenants and Warranties"). This Assignment is made with full substitution and subrogation of Assignee, its successors and assigns, in, to, under and by virtue of the Prior Covenants and Warranties and with full subrogation to all rights accruing under the statutes of limitation, prescription and repose under the laws of the applicable jurisdictions in relation to the Properties and all causes of action, rights of action or warranty of Assignor against all former owners of the Properties.

5. **Assignment.**

Notwithstanding any assignment by Assignee of all or any portion of its interest in the Properties, Assignee shall remain responsible to Assignor for all obligations and liabilities under this agreement and under said Purchase Agreement.

6. **Conflict.**

In the event of any express conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

IN WITNESS WHEREOF, each party hereto has executed this agreement in the presence of the indicated witnesses, to be effective as of the Effective Date.

WITNESSES:

Kelly Christian

Barbara Baldwin

THE STONE PETROLEUM CORPORATION

By: Michael L. Finch

Michael L. Finch
Executive Vice President

Kelly Christian

Barbara Baldwin

MISLATEX MINERALS CORPORATION

By: Michael L. Finch

Michael L. Finch
Vice President

THE STONE PETROLEUM CORPORATION
ACTING AS AGENT AND
ATTORNEY-IN-FACT FOR EACH OF THE
PARTIES NAMED ON EXHIBIT B

WITNESSES:

Kelly Christian

Barbara Baldwin

By: Michael L Finch
Michael L. Finch
Executive Vice President

Kelly Christian

Barbara Baldwin

NUEVO ENERGY COMPANY

By:
Name: Sue Ann Craddock
Title: Vice President

STATE OF Texas

County OF Harris

On this 9th day of November, 1994, before me appeared Michael L. Finch, to me personally known, who, being by me duly sworn, did say that is the Executive Vice President of THE STONE PETROLEUM CORPORATION, a Delaware corporation, and that the said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Michael L. Finch acknowledged that he executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

EMMITT L. BARRETT
Notary Public, State of Texas
My Commission Expires 06-14-98

NOTARY PUBLIC

STATE OF Texas

County OF Harris

On this 9th day of November, 1994, before me appeared Michael L. Finch, to me personally known, who, being by me duly sworn, did say that is the Vice President of MISLATEX MINERALS CORPORATION, a Louisiana corporation, and that the said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Michael L. Finch acknowledged that he executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

EMMITT L. BARRETT
Notary Public, State of Texas
My Commission Expires 06-14-98

NOTARY PUBLIC

L: 390

STATE OF Texas

County OF Harris

On this 9th day of November, 1994, before me appeared Michael L. Finch, to me personally known, who, being by me duly sworn, did say that is the Executive Vice President of THE STONE PETROLEUM CORPORATION, a Delaware corporation, acting as Agent and Attorney-in-Fact for each of the parties listed on Exhibit B to this document, which parties have granted Power-of-Attorney to Stone, copies of which granting instruments are attached hereto and the said Michael L. Finch acknowledged that he executed this document as his free act and deed on behalf of said parties.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

EMMITT L. BARRETT
Notary Public, State of Texas
My Commission Expires 06-14-98

NOTARY PUBLIC

STATE OF TEXAS

COUNTY OF HARRIS

On this 9th day of November, 1994, before me appeared Sue Ann Craddock, to me personally known, who, being by me duly sworn, did say that he is the Vice President of NUEVO ENERGY COMPANY, a Delaware corporation, and that the said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Sue Ann Craddock acknowledged that he executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

EMMITT L. BARRETT
Notary Public, State of Texas
My Commission Expires 06-14-98

NOTARY PUBLIC

EXHIBIT B
"ASSIGNORS WHO HAVE GRANTED
POWER-OF-ATTORNEY INTO
THE STONE PETROLEUM CORPORATION"

WILLIAM H. BAKER
JEANNE LEDFORD BAKER ZAVADA
D. PETER CANTY
NANCY GREENLEAF CANTY
DON E. CHUNN
FRANCES KOENIG CHUNN
DALTON J. BERGERON
KIM BERGERON
MICHAEL L. FINCH
JEAN ELIZABETH POORE FINCH
PETER G. GRAY
JULAINE ROY GRAY
THE KGB TRUST
PATRICK K. JACKSON
MICHELLE EILEEN JACKSON
JOE R. KLUTTS
JACQUELYN PURYEAR KLUTTS
ESTATE OF FROEBEL E. LEE
    ANNA RIDDELL LEE, INDIVIDUALLY AND AS USUFRUCTUARY
    CHRISTOPHER MARK LEE, TRUSTEE
    CATHERINE LEE GOLD
    CHRISTOPHER MARK LEE
    STEPHANIE LEE SPIVEY
JOHN J. MADDUX
JOY PITRE MADDUX
SALLY LAWRENCE MCKISSACK
HOWARD A. MCKISSACK
KAY CAPELLA MCKISSACK
JAMES H. PRINCE & PATRICIA RADCLIFF PRINCE
STONE PETROLEUM EMPLOYEE BONUS AGREEMENT & TRUST
STONE OIL CORP. 1981 EMPLOYEE BONUS TRUST
JAMES H. STONE
JAMES H. STONE INTERESTS
DOUGLAS D. BEHM
BUNTING RESOURCES, INC.
OIL CAPITAL LAND & EXPLORATION COMPANY
TENISON OIL COMPANY
DOROIL CORPORATION

L... 392

1985 - J/B FARMS
JEFFERSON DAVIS PARISH
LOUISIANA

EXHIBIT "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated November 9, 1994 by and between The Stone Petroleum Corporation, et al and Nuevo Energy Company.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	RECORDING INFORMATION PAGE	ACT NO
85-474-07.A	Reuben Raymond Bruce, et al	*	01-23-84	595	456390
85-474-07.B	Bernice Foreman Boudreaux	*	01-23-84	595	456392
85-474-07.C	Mark W. Boudreaux	*	01-23-84	595	456394
85-474-07.D	Wayne Boudreaux	*	01-23-84	595	456393
85-474-07.E	Albert Sidney Johnson, III	*	01-23-84	595	456391
85-474-09.A	Reuben Raymond Bruce, et al	*	01-23-84	595	456384
85-474-09.B	Bernice Foreman Boudreaux	*	01-23-84	595	456381
85-474-09.C	Mark W. Boudreaux	*	01-23-84	595	456383
85-474-09.D	Wayne Boudreaux	*	01-23-84	595	456382
85-474-09.E	Albert Sidney Johnson, III	*	01-23-84	595	456380
85-474-13	Texaco, Inc.	**	06-04-85	611	460997
85-474-21	Pelto Oil Company	**	12/12/85	621	463613

* Maranatha Minerals Corp.
** The Stone Petroleum Corporation

INSOFAR AND ONLY INSOFAR as the above Leases cover lands included within the exterior surface unit boundaries of the MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce No. 2 Well, West Mermentau Field, Jefferson Davis Parish, Louisiana, as created by Order No. 101-H issued by The Office of Conservation on January 13, 1989, effective January 10, 1989 and recorded in the public records in Jefferson Davis Parish, Louisiana at COB 692, File No. 485426.

1985 - J/B FARMS
JEFFERSON DAVIS PARISH
LOUISIANA

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EXHIBIT "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated November 9, 1994 by and between The Stone Petroleum Corporation, et al and Nuevo Energy Company.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	RECORDING INFORMATION PAGE	ACT NO
85-474-06.A	Reuben Raymond Bruce, et al	*	01-23-84	595	456385
85-474-06.B	Bernice Foreman Boudreaux	*	01-23-84	595	456387
85-474-06.C	Mark W. Boudreaux	*	01-23-84	595	456389
85-474-06.D	Wayne Boudreaux	*	01-23-84	595	456388
85-474-06.E	Albert Sidney Johnson, III	*	01-23-84	595	456386
85-474-07.A	Reuben Raymond Bruce, et al	*	01-23-84	595	456390
85-474-07.B	Bernice Foreman Boudreaux	*	01-23-84	595	456392
85-474-07.C	Mark W. Boudreaux	*	01-23-84	595	456394
85-474-07.D	Wayne Boudreaux	*	01-23-84	595	456393
85-474-07.E	Albert Sidney Johnson, III	*	01-23-84	595	456391
85-474-09.A	Reuben Raymond Bruce, et al	*	01-23-84	595	456384
85-474-09.B	Bernice Foreman Boudreaux	*	01-23-84	595	456381
85-474-09.C	Mark W. Boudreaux	*	01-23-84	595	456383
85-474-09.D	Wayne Boudreaux	*	01-23-84	595	456382
85-474-09.E	Albert Sidney Johnson, III	*	01-23-84	595	456380
85-474-13	Texaco, Inc.	**	06-04-85	611	460997

* Maranatha Minerals Corp.
** The Stone Petroleum Corporation

INSOFAR AND ONLY INSOFAR as the above Leases cover lands included within the exterior surface unit boundaries of the 160 acre Cib Haz VU A - Bruce No. 3 Well, Mermentau Field, Jefferson Davis Parish, Louisiana created in that certain Declaration of Unitization and Voluntary Unitization Agreement dated October 27, 1987 and recorded in the records in Jefferson Davis Parish, Louisiana, at Book 679, page 26, File No. 481300.

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1985 - J/B FARMS
JEFFERSON DAVIS PARISH
LOUISIANA

EXHIBIT "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated November 9, 1994 by and between The Stone Petroleum Corporation, et al and Nuevo Energy Company.

LEASE NO.	LESSOR	LESSEE	LEASE DATE	RECORDING INFORMATION PAGE	ACT NO
85-4774-23.A	Reuben Raymond Bruce, et al	*	01-23-84	595	456385
85-4774-23.B	Bernice Foreman Boudreaux	*	01-23-84	595	456387
85-4774-23.C	Mark W. Boudreaux	*	01-23-84	595	456389
85-4774-23.D	Wayne Boudreaux	*	01-23-84	595	456388
85-4774-23.E	Albert Sidney Johnson, III	*	01-23-84	595	456386
85-4774-26.A	Reuben Raymond Bruce, et al	*	01-23-84	595	456390
85-4774-26.B	Bernice Foreman Boudreaux	*	01-23-84	595	456392
85-4774-26.C	Mark W. Boudreaux	*	01-23-84	595	456394
85-4774-26.D	Wayne Boudreaux	*	01-23-84	595	456393
85-4774-26.E	Albert Sidney Johnson, III	*	01-23-84	595	456391

* Maranatha Minerals Corp.

Leases listed insofar as as they pertain the the rentals due annually for SURFACE USAGE for the Bruce No. 2 and Bruce No. 3 Wells.

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HADSON ENERGY RESOURCES CORPORATION
CERTIFICATE

I, Cheri L. Peper, Assistant Secretary of Hadson Energy Resources Corporation, a Delaware corporation ("HERC"), do hereby certify that attached hereto is a true and correct copy of the Certificate of Amendment of Certificate of Incorporation of HERC, as filed with and certified by the Secretary of State of the State of Delaware on December 22, 1994, whereby the name of HERC is changed to Apache Energy Resources Corporation, effective January 1, 1995.

IN WITNESS WHEREOF, the undersigned has executed this Certificate and affixed the corporate seal of HERC, effective for all purposes, this 30th day of December, 1994.

[SEAL]

Cheri L. Peper
Assistant Secretary

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Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "HADSON ENERGY RESOURCES CORPORATION", CHANGING ITS NAME FROM "HADSON ENERGY RESOURCES CORPORATION" TO "APACHE ENERGY RESOURCES CORPORATION", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF DECEMBER, A.D. 1994, AT 11:30 O'CLOCK A.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.

Edward J. Freel, Secretary of State

2211803 8100

944253206

AUTHENTICATION: 7350697

DATE: 12-22-94

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

HADSON ENERGY RESOURCES CORPORATION, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

> **RESOLVED**: That the Certificate of Incorporation of **HADSON ENERGY RESOURCES CORPORATION** be amended by changing Article I, Section 1 thereof so that, as amended, said Article shall be and read as follows:
>
> "The name of the corporation is: **APACHE ENERGY RESOURCES CORPORATION**"

SECOND: In lieu of a meeting, the stockholder has given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware and that this Certificate of Amendment of Certificate of Incorporation shall be effective on January 1, 1995.

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IN WITNESS WHEREOF, HADSON ENERGY RESOURCES CORPORATION has caused this certificate to be signed by Raymond Plank, its Chairman of the Board and attested by Cheri L. Peper, its Assistant Secretary, this 12th day of December, 1994.

HADSON ENERGY RESOURCES CORPORATION

By: Raymond Plank
Raymond Plank
Chairman of the Board

Attest:

By: Cheri L. Peper
Cheri L. Peper
Assistant Secretary

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STATE OF LOUISIANA

RECEIVED AND FILED

523862

PARISH OF JEFFERSON DAVIS

95 JAN 11 PM 2:28

AMENDMENT AND RATIFICATION OF
OIL, GAS AND MINERAL LEASE(S)

KNOW YE ALL MEN BY THESE PRESENTS, THAT:

Reference is made hereby to those certain Oil, Gas and Mineral Leases, executed in counterpart(s), dated effective as of July 29, 1994, by and between **REUBEN RAYMOND BRUCE, ET AL,** (as Lessor(s) and **CAJUN MINERALS, INC.,** (as Lessee) and which Oil, Gas and Mineral Leases appear of public record at the Office of the Clerk of Court, in and for Jefferson Davis Parish, Louisiana, at Conveyance Book 787, under File No.(s) 521626, 521627, 521628, 521629, 521630, 521631, 521632, 521633, 521634 and 521635 (the reference to recordation of which being made hereby for any and all purposes, descriptive and otherwise and which Oil, Gas and Mineral Leases, for the purposes hereof, shall from time to time be referred to as the "subject Leases" and/or the "said Leases");

WHEREAS, by instrument dated effective September 1, 1994, entitled "Assignment of Oil, Gas and Mineral Leases" **Cajun Minerals, Inc.** did convey, transfer, assign and deliver, unto **REBOB ENERGY, INC.,** a Louisiana Corporation, whose mailing address is 208 Janin Road, Broussard, Louisiana 70518, (hereinafter from time to time, for these purposes, "the said Lessee") all of its right, title and interest in and to the said Leases;

523862

WHEREAS, it has come to the attention of the Lessor(s) and the said Lessee that the subject Lease(s) do not currently contain a description of all of the lands of the Lessor(s) which the Lessor(s) and the said Lessee intended to include in and to be covered by the subject Leases;

WHEREAS, the subject Leases currently contain a "depth limitation" at numerical paragraph "14)" thereof which restricts the coverage of the said Leases to only "those horizons encountered from the surface of the earth down to a depth of 10,000 feet";

WHEREAS, the Lessor(s) and the said Lessee desire to amend the said Lease(s) so as to cover and include all of the lands of the Lessor(s) actually intended by the Lessor(s) and the said Lessee to be covered and included under the terms and provisions of the said Lease(s) and further to amend numerical paragraph "14)" so as to increase the vertical effectiveness thereof;

WHEREAS, at "Page 2 of 5" of "Exhibit "A" (attached to and made a part of the said Leases) the following "Property Description" currently appears, to wit:

TOWNSHIP 10 SOUTH - RANGE 3 WEST

That certain or parcel of land containing 80.00 acres, more or less, situated in irregular Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana and being further described as follows: Beginning at the Southwest Corner of said irregular Section 39, thence run North 53 degrees, 8 minutes East along the Northwest section line of irregular Section 39 a distance of 4,428 feet to a point of beginning; thence run North 53 degrees, 8 minutes East along said Northwest section line a distance of 2,640'; thence run southeasterly, perpendicular to said Northwest section line a distance of 1,320 feet; thence run Southwesterly, parallel to said Northwest section line a distance of 2,640 feet; thence run Northwesterly, perpendicular to said Northwest section line, a distance of 1,320 feet to the point of beginning. Said tract being bounded, now or formerly, as follows: Northwest by Ann H. Hebert and Frank Perl, Jr., et al; and Northeast, Southeast, and Southwest by other lands of Lessor not herein leased.

WHEREAS, at "Page 2 of 5" of "Exhibit A" (attached to and made a part of the said Leases) the following numerical paragraph "14)" currently appears, to wit:

"14) The rights granted herein shall be limited to those horizons encountered from surface of the earth down to a depth of 10,000 feet."

* * * * * * * * *

NOW THEREFORE, for in and consideration of the sum of **ONE HUNDRED DOLLARS AND OTHER VALUABLE CONSIDERATION, ($100.00&OVC),** cash in hand paid to the Lessor(s), the receipt and adequacy of which is hereby acknowledged, and for the mutual advantages and benefits possibly to flow between the Lessor and the said Lessee, the said Lease is altered, corrected and amended, as follows to wit:

THAT, the "Property Description" which currently appears at "Page 2 of 5" of "Exhibit "A" (attached to and made a part of the said Leases) and hereinabove quoted in its entirety, is hereby deleted, and in its place and stead is substituted the following "Property Description" to wit:

TOWNSHIP 10 SOUTH - RANGE 3 WEST

That certain tract or parcel of land comprised of **121.212** acres, more or less, lying and being situated in the northern part or portion(s) of irregular **Section 39, Township 10 South, Range 3 West,** Jefferson Davis Parish, Louisiana, and which tract or parcel of land is more particularly described and referred to as follows to wit: Beginning at the most westerly corner of the said irregular **Section 39,** thence run **north 53 degrees, 8 minutes east** along the northwesterly line of the said irregular **Section 39,** a distance of **4,068 feet,** to a **Point of Beginning;** Thence, from the said **Point of Beginning,** continue **north 53 degrees 8 minutes east** along the northwesterly line of the said irregular **Section 39,** a distance of **3,200 feet** (to form the "northern" boundary of the lands hereby leased) and corner; thence, run southeasterly on a line which is perpendicular to the northwesterly line of irregular **Section 39,** a distance of **1,650 feet** (to form the "eastern" boundary of the lands hereby leased) and corner; thence run southwesterly on a line parallel to the said northwesterly Section line of the said irregular **Section 39,** and which is also perpendicular to the eastern boundary of the lands hereby leased, a distance of **3,200 feet** (to form the southern boundary of the lands hereby leased) and corner; thence run northwesterly on a line which is parallel to the eastern line of the lands hereby leased and which is also perpendicular to the northwesterly section line of irregular **Section 39** a distance of **1,650 feet** (to form the western boundary of the lands hereby leased) back to the **Point of Beginning;** The said tract or parcel of land being bounded, now or formerly, as follows to wit: To the **North, (N),** by lands of Ann H. Hebert and/or lands of Frank Perl, Jr. et al; to the **East, (E),** by other lands of Lessor(s) not herein leased; to the **South, (S),** by other lands of Lessor(s) not herein leased; and to the **West, (W),** by other lands of Lessor(s) not herein leased and/or possibly lands of Anne H. Hebert and/or possibly lands of Frank Perl, Jr. et al.

THAT, the numerical paragraph "14)" at "Page 2 of 5" of "Exhibit "A" (attached to and made a part of the said Leases and reproduced in its entirety above, is hereby deleted and in its place and stead is substituted the following numerical paragraph "14)" to wit:

" 14) The rights granted herein shall be limited to those depths, horizons and/or strata encountered from the surface of the earth down to and including a depth of 14,000 feet beneath the herein described and leased lands."

THAT, in view of the foregoing amendment to the "Property Description" of the said Leases, the increase in the amount of acreage now covered thereby and any agreements by and between the Lessor(s) and the said Lessee, the Lessor(s) and the said Lessee desire to amend the "Rental Division Order" appearing at numerical paragraph "21)" of "Page 3 of 5" of "Exhibit "A" (attached to and made a part of the said Leases);

WHEREAS, the Rental Division Order at numerical paragraph "21)" of "Page 3 of 5" of "Exhibit "A" (attached to and made a part of the said Leases) currently appears as follows:

21) Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts to wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
REUBEN RAYMOND BRUCE	$3,000.00	Calcasieu Marine National Bank, Jennings, LA 70546
PATRICK HENRY JOHNSON	$900.00	Jeff Davis Bank & Trust Co., Jennings, LA 70546
RICHARD W. JOHNSON	$300.00	Calcasieu Marine National Bank, Welch, LA 70591-0826
ALBERT SIDNEY JOHNSON, III	$300.00	Bank One, Magee-Oracle Branch, Tucson, AZ 85704
SANDRA LYNN JOHNSON TRAHAN	$300.00	Hibernia National Bank, Lafayette, LA 70501
BONNA BELLE BRYAN ANDERSON and ROY ANDERSON	$800.00	Jeff Davis Bank & Trust Co., Jennings, LA 70546
DOROTHY MAE BRYAN	$400.00	Jeff Davis Bank & Trust Co., Jennings, LA 70546
LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA	$0.00	N/A
ALFRED C. BOURDIER	$1,750.00	Calcasieu Marine National Bank, Lake Charles, LA 70601
MILTON F. BOURDIER	$250.00	QueStar Bank Houston, TX 77084
LYNN H. BOURDIER	$250.00	Calcasieu Marine National Bank, Lake Charles, LA 70601
BERNADINE B. ZIBLICH	$250.00	Seacor Bank, Harvey, LA 70058
ROSE MARIE B. TOUCHET	$250.00	Calcasieu Marine National Bank, Lake Charles, LA 70601

DAVID L. BOURDIER	$250.00	Mail payments directly to Lessor at above address.
BERNICE FOREMAN BOUDREAUX	$1,500.00	Mail payments to directly to Lessor at above address.
MARK W. BOUDREAUX	$0.00	N/A
WAYNE F. BOUDREAUX	$0.00	N/A
YVETTE MARIE BOUDREAUX LAFLEUR	$1,500.00	East Texas National Bank, Marshall, TX 75671

Lessors agree that the above division is solely for the purposes of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest

* * * * * * * * *

THAT, numerical paragraph "21)", the Rental Division Order which currently appears at "Page 3 of 5" of "Exhibit "A" (attached to and made a part of the said Leases) and hereinabove appearing in its entirety, is hereby deleted, and in its place and stead is substituted the following Rental Division Order as numerical paragraph "21)" to wit:

21) Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts to wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
REUBEN RAYMOND BRUCE	$3,824.24	Calcasieu Marine National Bank, Jennings, LA 70546
PATRICK HENRY JOHNSON	$1,147.27	Jeff Davis Bank & Trust Co., Jennings, LA 70546
RICHARD W. JOHNSON	$382.42	Calcasieu Marine National Bank, Welch, LA 70591-0826
ALBERT SIDNEY JOHNSON, III	$382.42	Bank One, Magee-Oracle Branch Tucson, AZ 85704
SANDRA LYNN JOHNSON TRAHAN	$382.42	Hibernia National Bank, Lafayette, LA 70501
BONNA BELLE BRYAN ANDERSON and ROY ANDERSON	$1,019.80	Jeff Davis Bank & Trust Co., Jennings, LA 70546
DOROTHY MAE BRYAN	$509.90	Jeff Davis Bank & Trust Co., Jennings, LA 70546

LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA	$0.00	N/A
ALFRED C. BOURDIER	$2,230.81	Calcasieu Marine National Bank, Lake Charles, LA 70601
MILTON F. BOURDIER	$318.69	QueStar Bank Houston, TX 77084
LYNN H. BOURDIER	$318.69	Calcasieu Marine National Bank, Lake Charles, LA 70601
BERNADINE B. ZIBLICH	$318.69	Seacor Bank Harvey, LA 70058
ROSE MARIE B. TOUCHET	$318.69	Calcasieu Marine National Bank, Lake Charles, LA 70601
DAVID L. BOURDIER	$318.69	Mail payments directly to Lessor at above address.
BERNICE FOREMAN BOUDREAUX	$1,912.12	Mail payments directly to Lessor at above address.
MARK W. BOUDREAUX	$0.00	N/A
WAYNE F. BOUDREAUX	$0.00	N/A
YVETTE MARIE BOUDREAUX LAFLEUR	$1,912.12	East Texas National Bank, Marshall, TX 75671

Lessor(s) agree that the above division is solely for the purposes of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

* * * * * * * *

THAT, the Lessor(s) and the said Lessee hereby understand and agree that **NOTWITHSTANDING ANYTHING TO THE CONTRARY, ELSEWHERE CONTAINED IN THE SAID LEASES,** particularly but not limited to section "(2)" of numerical paragraph "1." of the said Lease(s), any and all rentals due and payable under the terms and conditions of the said Leases shall be calculated pursuant to the Rental Division Order being numerical paragraph "21)" at "Page 3 of 5" of "Exhibit "A", (attached to and made a part of the said Leases) as amended hereby and the said Lessee is hereby authorized and directed to pay or tender all rentals that may hereafter accrue under the said Leases as herein amended.

THAT, except as to any agreement(s) between the Lessor(s) and the said Lessee hereby and except as amended and altered hereby, the said Leases shall remain unchanged and in full force and effect and the said Lessor(s) hereto, ratify, confirm, acknowledge and adopt the said Leases as amended and they do give, grant, lease and let the lands covered by the said Leases under the terms, provisions and conditions thereof, unto the said Lessee, its successors, assigns and/or transferees.

THIS instrument may be executed in any number of counterparts, each of which shall be binding upon and shall enure to the benefit of the parties hereto, their successors, heirs, assigns, and/or transferees and the said parties, by their respective signatures hereto authorize and direct the said Lessee to attach all signatory pages and notarial acknowledgments to a single "base" instrument, specifically for recordation purposes.

THUS DONE AND SIGNED, on this the 20th day of October, 1994, but effective on and after July 29, 1994.

WITNESSES:

REUBEN RAYMOND BRUCE, SS# [redacted]

PATRICK HENRY JOHNSON, SS# [redacted]

RICHARD W. JOHNSON, SS# [redacted]

ALBERT SIDNEY JOHNSON, III
SS# [redacted]

SANDRA LYNN JOHNSON TRAHAN,
SS# [redacted]

BONNA BELLE BRYAN ANDERSON,
SS# [redacted]

ROY ANDERSON, SS# [redacted]

DOROTHY MAE BRYAN, SS# [redacted]

LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA; Tax ID#

By: John R. Williams,
Executive Director/
Treasurer

Gary C Elliott

Alfred C. Bourdier
ALFRED C. BOURDIER, SS# [redacted]

MILTON F. BOURDIER, SS# [redacted]

Gary C Elliott

Lynn H. Bourdier
LYNN H. BOURDIER, SS# [redacted]

Mary Coulon

Bernadine B. Ziblich
BERNADINE B. ZIBLICH, SS# [redacted]

Gary C Elliott

Rose Marie B. Touchet
ROSE MARIE B. TOUCHET,
SS# [redacted]

Gary C Elliott

David L. Bourdier
DAVID L. BOURDIER,
SS# [redacted]

BERNICE FOREMAN BOUDREAUX,
SS# [redacted]

MARK W. BOUDREAUX, SS# [redacted]

WAYNE F. BOUDREAUX, SS#

YVETTE MARIE BOUDREAUX
LAFLEUR, SS# [redacted]

THIS instrument may be executed in any number of counterparts, each of which shall be binding upon and shall enure to the benefit of the parties hereto, their successors, heirs, assigns, and/or transferees and the said parties, by their respective signatures hereto authorize and direct [illegible] to attach all signatory pages and notarial acknowledgments to a single "base" instrument, specifically for recordation purposes.

THUS DONE AND SIGNED, on this the 20th day of October, 1994, but effective on and after July 29, 1994.

WITNESSES:

REUBEN RAYMOND BRUCE, SS# [redacted]

PATRICK HENRY JOHNSON, SS# [redacted]

RICHARD W. JOHNSON, SS# [redacted]

Albert Sidney Johnson III

ALBERT SIDNEY JOHNSON, III
SS# [redacted]

SANDRA LYNN JOHNSON TRAHAN,
SS# [redacted]

BONNA BELLE BRYAN ANDERSON,
SS# [redacted]

ROY ANDERSON, SS# [redacted]

DOROTHY MAE BRYAN, SS# [redacted]

LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA; Tax ID#

By: John R. Williams,
Executive Director/
Treasurer

THIS instrument may be executed in any number of counterparts, each of which shall be binding upon and shall inure to the benefit of the parties hereto, their successors, heirs, assigns, and/or transferees and the said parties by their respective signatures hereto authorize and direct the said Lessee to attach all signatory pages and notarial acknowledgments to a single "base" instrument, specifically for recordation purposes.

THUS DONE AND SIGNED, on this the 20th day of October, 1994, but effective on and after July 29, 1994.

WITNESSES:

REUBEN RAYMOND BRUCE, SS# [redacted]

PATRICK HENRY JOHNSON, SS# [redacted]

RICHARD W. JOHNSON, SS# [redacted]

ALBERT SIDNEY JOHNSON, III
SS# [redacted]

SANDRA LYNN JOHNSON TRAHAN,
SS# [redacted]

BONNA BELLE BRYAN ANDERSON,
SS# [redacted]

ROY ANDERSON, SS# [redacted]

DOROTHY MAE BRYAN, SS# [redacted]

LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA; Tax ID#

By: John R. Williams,
Executive Director/
Treasurer

ALFRED C. BOURDIER, SS# [redacted]

MILTON F. BOURDIER, SS# [redacted]

LYNN H. BOURDIER, SS# [redacted]

BERNADINE B. ZIBLICH, SS# [redacted]

ROSE MARIE B. TOUCHET, SS# [redacted]

DAVID L. BOURDIER, SS# [redacted]

BERNICE FOREMAN BOUDREAUX, SS# [redacted]

MARK W. BOUDREAUX, SS# [redacted]

WAYNE F. BOUDREAUX, SS#

YVETTE MARIE BOUDREAUX LAFLEUR, SS# [redacted]

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ALFRED C. BOURDIER, SS# [redacted]

MILTON F. BOURDIER, SS# [redacted]

LYNN H. BOURDIER, SS# [redacted]

BERNADINE B. ZIBLICH, SS# [redacted]

ROSE MARIE B. TOUCHET, SS# [redacted]

DAVID L. BOURDIER, SS# [redacted]

Elva M. Bozeman
Juanita DeVaughn

Bernice Foreman Boudreaux
BERNICE FOREMAN BOUDREAUX, SS# [redacted]

Elva M. Bozeman
Juanita DeVaughn

MARK W. BOUDREAUX, SS# [redacted]

WAYNE F. BOUDREAUX, SS#

YVETTE MARIE BOUDREAUX LAFLEUR, SS# [redacted]

ALFRED C. BOURDIER, SS# [redacted]

MILTON F. BOURDIER, SS# [redacted]

LYNN H. BOURDIER, SS# [redacted]

BERNADINE B. ZIBLICH, SS# [redacted]

ROSE MARIE B. TOUCHET, SS# [redacted]

DAVID L. BOURDIER, SS# [redacted]

BERNICE FOREMAN BOUDREAUX, SS# [redacted]

MARK W. BOUDREAUX, SS# [redacted]

WAYNE F. BOUDREAUX, SS# [redacted]

YVETTE MARIE BOUDREAUX LAFLEUR, SS# [redacted]

ALFRED C. BOURDIER, SS# [redacted]

MILTON F. BOURDIER, SS# [redacted]

LYNN H. BOURDIER, SS# [redacted]

BERNADINE B. ZIBLICH, SS# [redacted]

ROSE MARIE B. TOUCHET, SS# [redacted]

DAVID L. BOURDIER, SS# [redacted]

BERNICE FOREMAN BOUDREAUX, SS# [redacted]

MARK W. BOUDREAUX, SS# [redacted]

WAYNE F. BOUDREAUX, SS#

R. S. Scott

YVETTE MARIE BOUDREAUX LAFLEUR, SS# [redacted]

STATE OF_____

PARISH (OR COUNTY) OF_____

On this_____day of_____, 1994, before me personally appeared

_____

_____

_____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that_____executed the same as_____free act and deed.

_____
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared Harvey R. Guthrey, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same as signed by Reuben Raymond Bruce, Patrick Henry Johnson, Richard W. Johnson, Sandra Lynn Johnson Trahan, Bonna Belle Bryan Anderson, Roy Anderson, Dorothy Mae Bryan, Alfred C. Bourdier, Lynn H. Bourdier, Bernadine B. Ziblich, Rose Marie B. Touchet and David L. Bourdier, (Lessor(s) as above mentioned) in his presence and in the presence of the other subscribing witness(es).

_____

SWORN TO AND SUBSCRIBED before me November 15, 1994

Sharon H. Wright
Notary Public in and for Lafayette Parish, Louisiana.

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STATE OF Arizona

PARISH (OR COUNTY) OF Pima

On this 3 day of November, 1994, before me personally appeared
Albert Sidney Johnson, III

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared Harvey R. Guthrey, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same as signed by

(Lessor(s) as above mentioned) in his presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me, 1994

Notary Public in and for Lafayette Parish, Louisiana.

STATE OF Louisiana

PARISH (OR COUNTY) OF Ouachita

On this 26th day of October, 1994, before me personally appeared John R. Williams on behalf of the Louisiana Baptist Children's Home, Monroe, Louisiana

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Effie Mae Bailey
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared Harvey R. Guthrey, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same as signed by_____

_____

_____

_____

_____

_____

_____

_____

(Lessor(s) as above mentioned) in his presence and in the presence of the other subscribing witness(es).

_____

SWORN TO AND SUBSCRIBED before me_____, 1994

_____
Notary Public in and for Lafayette Parish, Louisiana.

STATE OF Texas

PARISH (OR COUNTY) OF Harris

On this 29 day of October, 1994, before me personally appeared Milton F. Bourdier

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Karen Leslie McKee
NOTARY PUBLIC

KAREN LESLIE MCKEE
Notary Public, State of Texas
My Commission Expires 11-25-95

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared Harvey R. Guthrey, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same as signed by

(Lessor(s) as above mentioned) in his presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me, 1994

Notary Public in and for Lafayette Parish, Louisiana.

STATE OF Ohio

PARISH (OR COUNTY) OF Hamilton

On this 1st day of November, 1994, before me personally appeared Bernice Foreman Boudreaux and Mark W. Boudreaux

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Juanita DeVaughn
NOTARY PUBLIC

JUANITA DeVAUGHN
Notary Public, State of Ohio
My Commission Expires May 17, 1996

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared Harvey R. Guthrey, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same as signed by

(Lessor(s) as above mentioned) in his presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me, 1994

Notary Public in and for Lafayette Parish, Louisiana.

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STATE OF Michigan

PARISH (OR COUNTY) OF Muskegon

On this 14th day of November, 1994, before me personally appeared
Wayne F. Boudreaux

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Sandra K. Webber
NOTARY PUBLIC

SANDRA K. WEBBER
Notary Public, Muskegon County, Michigan
My Commission Expires November 8, 1995

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared Harvey R. Guthrey, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by

(Lessor(s) as above mentioned) in his presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me, 1994

Notary Public in and for Lafayette Parish, Louisiana.

STATE OF Texas

PARISH (OR COUNTY) OF Harrison

On this 26th day of October, 1994, before me personally appeared
Yvette Marie Boudreaux LaFleur

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Phyllis Ann Smith
NOTARY PUBLIC

PHYLLIS ANN SMITH
Notary Public
STATE OF TEXAS
My Comm. Exp. 07/22/97

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared Harvey R. Guthrey, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same as signed by

(Lessor(s) as above mentioned) in his presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me, 1994

Notary Public in and for Lafayette Parish, Louisiana.

525720 P. 735

RELEASE

RECEIVED AND FILED
95 MAR 29 AM 8:00
JEFFERSON DAVIS PARISH

In consideration of the sum of $2,800.00 cash in hand paid by STONE ENERGY CORPORATION, a Delaware corporation, the receipt and sufficiency of which are hereby acknowledged, the undersigned surface lessors and/or fee owners do hereby release and forever discharge the said corporation and its employees, agents, associates, partners, affiliated companies, independent contractors, successors and assigns from any and all debts, claims, demands, damages and causes of action whatsoever which may have arisen or may arise, heretofore or hereafter asserted by the undersigned on account of any and all damages and injury to the undersigned, including but not limited to damage to crops, trees, livestock, fences and/or pasturelands which said damages and injury to the undersigned may have been caused by, or may hereafter result from the activities necessary to dispose of trash and debris, including the incineration of location boards and the digging and filling of additional disposal pits in the vicinity of the Stone Petroleum Corporation - Bruce #1 well location during late February-early March 1995, located in the Mermentau Field, J.B. Farms Prospect, Jeff Davis Parish, Louisiana.

525720

The undersigned intend hereby to grant unto Stone Energy Corporation, its successors and assigns, full and complete release for damages or injury to the lands and crops arising out of or in any way connected with operations described hereinabove.

The undersigned acknowledges that the consideration hereinabove expressed is paid by way of compromise and is not an admission by Stone Energy Corporation of any liability whatsoever.

This Release shall run in favor of any agent or representative of Stone Energy Corporation, shall be construed as a covenant running with the land and shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

SIGNED AND RELEASED this 23rd day of March, 1995.

WITNESSES:

Mrs. R. R. Bruce

E. Thomas

R. R. Bruce

J.B. FARMS COMPANY

736

WITNESSES:

Mrs R R Bruce

E B Farmer

R R Bruce

REUBEN RAYMOND BRUCE, INDIVIDUALLY AND ON BEHALF OF ALL OTHER AFFECTED SURFACE OWNERS

STATE OF LOUISIANA

PARISH OF _____

ON THIS _____day of _____, 1995, before me appeared REUBEN RAYMOND BRUCE, to me personally known, who being by me duly sworn, did say that he is duly authorized by J. B. FARMS COMPANY to execute this Release and that the foregoing instrument was signed on behalf of J. B. FARMS COMPANY and said REUBEN RAYMOND BRUCE acknowledged said instrument to be the free act and deed of said company.

_____

NOTARY PUBLIC

My Commission expires at death.

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned authority, on this _____ day of _____, 1995, personally came and appeared REUBEN RAYMOND BRUCE, Individually and as representative of all of the surface owners of the Bruce #1 Well, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

_____

NOTARY PUBLIC

My Commission expires at death.

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared E. J. LOUVIERE, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by R. R. BRUCE, Individually and on behalf of J. B. Farms Company and as representative of all of the surface owners of the Bruce #1 Well, in his presence and in the presence of the other subscribing witness.

SWORN TO AND SUBSCRIBED before me this 27th day of March, 1995.

NOTARY PUBLIC

540303

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ASSIGNMENT AND BILL OF SALE

STATE OF LOUISIANA §
§
PARISH OF JEFFERSON DAVIS §

21 AM 9:24

This Assignment and Bill of Sale ("Assignment") is executed and delivered by **1987-I STEA Limited Partnership, 1987-II STEA Limited Partnership, 1987-III STEA Limited Partnership, 1987-IV STEA Limited Partnership, and 1987-VI STEA Limited Partnership**, each a Texas limited partnership; **Black Hawk Oil Company**, a Delaware corporation; and **Nuevo Energy Company**, a Delaware corporation (collectively referred to herein as "Assignor"); to AXIS ENERGY CORPORATION, a TEXAS corporation (referred to herein as "Assignee").

Assignor, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, by these presents, BARGAINS, SELLS, ASSIGNS, TRANSFERS, SETS OVER and DELIVERS unto Assignee all right, title and interest in and to the following properties, other than the Excluded Assets (the "Properties"):

A. All leasehold interest, working interest, operating rights, overriding royalty interests, or other similar interests in the properties described in Exhibit "A" hereto and any rights that arise by operation of law or otherwise in all properties and lands pooled, unitized, communitized or consolidated with such properties (the "Oil and Gas Properties").

B. All wells located on the Oil and Gas Properties, whether producing, operating, shut-in, temporarily abandoned, abandoned, standing or otherwise (the "Wells").

C. All severed crude oil, natural gas, and other hydrocarbons and other minerals or materials of every kind and description produced from the Oil and Gas Properties and either (a) in storage tanks on the Effective Date or (b) sold on or after the Effective Date (the "Substances").

540303

D. All physical facilities or interests therein that are used or held for use solely in connection with the ownership or operation of the Oil and Gas Properties and Wells.

E. All (a) contracts and agreements that relate to the Properties and; (b) governmental permits and licenses of Assignor (other than bonds), to the extent such permits and licenses are transferable; (c) easements and rights-of-way used or held for use in connection with the Oil and Gas Properties; and (d) amendments, ratifications or extensions of the foregoing (the "Contracts").

As used herein, "Excluded Assets" means (a) all trade credits and all accounts, instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of Texas) attributable to the Properties with respect to any period of time prior to the Effective Date (b) all claims and causes of action of Assignor (x) arising from acts, omissions or events, or damage to or destruction of property, occurring prior to the Effective Date, or (y) with respect to any of the Excluded Assets; (c) all of the interest of Assignor (x) under any policy or agreement of insurance or indemnity, (y) under any bond, or (z) to any insurance or condemnation proceeds or awards arising from acts, omissions or events, or damage to or destruction of property, occurring prior to the Effective Date; (d) all Substances produced and sold from the Oil and Gas Properties prior to the Effective Date and all proceeds from or of such Substances; (e) claims of Assignor for refunds of production, ad valorem or any other taxes attributable to any period

Exhibit D
Castex Development - Title and Lease History - 001746

prior to the Effective Date; (f) all rights that may arise under the Contracts that are attributable to periods prior to the Effective Date; (g) all amounts due or payable to Assignor by vendors or other independent contractors as adjustments or refunds under any Contracts that relate to periods prior to the Effective Date; (h) all amounts due or payable to Assignor as adjustments to insurance premiums related to the Properties with respect to any period prior to the Effective Date; (i) all proceeds, income or revenues (and any security or other deposits made) attributable to (x) the Properties for any period prior to the Effective Date, or (y) any Excluded Asset; (j) all of Assignor's proprietary computer software, patents, trade secrets, and other intellectual property; and (k) all audit rights arising under any of the Contracts with respect to any period of time prior to the Effective Date.

TO HAVE AND TO HOLD all and singular the Properties, together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and its respective successors, legal representatives and assigns forever, without warranty or representation of any kind, whether statutory, express or implied.

1. **Assumption by Assignee**. As of the Effective Date, Assignee by the payment of the purchase price, assumes (a) all of the costs, obligations and liabilities of Assignor that (i) relate to the Properties and arise from or relate to events occurring after the Effective Date, (ii) arise in connection with any obligation to plug and abandon all Wells, or (iii) arise in connection with or out of balancing of overproduction or underproduction from the Properties; (b) the obligation to comply with any preferential rights to purchase the Properties that have not been obtained prior to the Effective Date and (c) the obligation to obtain any consents that have not been obtained prior to Effective Date. In addition, as of the Effective Date, Assignee assumes all damages, liabilities, obligations, penalties, fines, losses, costs or expenses, whether direct, indirect, pending, threatened, contingent or otherwise (collectively, "Costs") arising from, based on, associated with or related to the presence, handling, management, storage, transportation, processing, treatment, disposal, release, migration or escape of Environmental Contaminants on or relating to the Properties, whether involving any act, omission, event, condition or circumstance commencing, occurring or existing before or after the Effective Date, and **WHETHER BASED ON NEGLIGENCE (INCLUDING THE NEGLIGENCE OF ASSIGNOR OR ANY OFFICER, DIRECTOR, SHAREHOLDER, AGENT, EMPLOYEE OR REPRESENTATIVE THEREOF), STRICT LIABILITY OR OTHERWISE** (collectively, "Environmental Liabilities"). As used herein, the term "Environmental Contaminants" shall mean any pollutant, waste, contaminant, or hazardous or toxic material, substance or waste. To the extent permitted by law, Assignee shall defend, indemnify and hold Assignor and its officers, directors, shareholders, employees, agents or representatives harmless from and against any and all Liability suffered by Assignor (or any officer, director, shareholder, employee, agent or representative) **(EXPRESSLY INCLUDING ANY LIABILITY OR OBLIGATION ARISING AS A RESULT OF THE NEGLIGENCE OF ASSIGNOR (OR ANY OFFICER, DIRECTOR, SHAREHOLDER, EMPLOYEE, AGENT OR REPRESENTATIVE) IN OR RELATING TO THE OWNERSHIP OR OPERATION OF THE PROPERTIES)** as a result of (i) any Environmental Liability; (ii) any liability or obligation arising as a result of the ownership or operation of the Properties on or after the Effective Date; (iii) any liability or obligation that was expressly assumed by Assignee pursuant to this Assignment; or (iv) any fees or commissions arising with respect to brokers or finders retained or engaged by Assignee and resulting from or relating to the transactions contemplated in this Assignment.

2. **Tax Prorations**. Any taxes after the Effective Date shall be the obligation of Assignee. In the event that a party hereto has paid, or in the future pays, such property taxes, the nonpaying party shall promptly make a cash payment to the other party equal to its prorated share of the taxes.

Exhibit D
Castex Development - Title and Lease History - 001747

3. Merger. Assignor and Assignee hereby agree that the various quantum and characters of rights, titles and interest owned by the parties constituting Assignor shall be merged together, each with the others, immediately prior to giving effect to the conveyance in favor of Assignee.

4. Counterparts. This Assignment and Bill of Sale may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Assignment and Bill of Sale.

5. Access to Records by Assignor. After the date hereof, Assignor and its authorized representatives shall have reasonable access (including copying privileges at Assignor's sole cost and expense) during Assignee's normal business hours to all books and records of Assignee pertaining to the Properties for periods *prior to the Effective Date.*

6. Independent Investigation. Assignee acknowledges that in making the decision to enter into this Assignment, Assignee has relied solely on the basis of its own independent investigation of the Properties. ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY, IMPLIED, EXPRESS OR STATUTORY, WITH RESPECT TO THE PROPERTIES AND/OR THE OWNERSHIP OR PHYSICAL CONDITION THEREOF. IN ADDITION ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OR MATERIALS AND ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE PROPERTIES, EVEN AS TO THE RETURN OF THE PURCHASE PRICE. WITH RESPECT TO ANY OF THE PROPERTIES THAT ARE LOCATED IN LOUISIANA, ASSIGNEE ACKNOWLEDGES THAT THIS WAIVER HAS BEEN EXPRESSLY CALLED TO ITS ATTENTION AND INCLUDES, WITHOUT LIMITATION, A WAIVER OF WARRANTY AGAINST REDHIBITORY VICES ARISING UNDER LOUISIANA CIVIL CODE ARTICLES 2520 THROUGH 2548, INCLUSIVE.

7. DTPA Waiver. Assignee hereby waives the provisions of the Texas Deceptive Trade Practices Act, Chapter 17, Subchapter E, Sections 17.41 through 17.63, inclusive (other than Section 17.555, which is not waived), of the Texas Business and Commerce Code.

8. Subrogation. *This Assignment is made with full substitution and* subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect to the Properties or any part thereof.

9. Buyer's Terms and Conditions. The Properties are conveyed subject to the "Buyer's Terms and Conditions of Purchase" contained within that certain Selective Offering Brochure for the Sale on December 11, 1996, Houston, Texas issued by The Oil & Gas Asset Clearinghouse (the "Buyer's Terms"). In the event of a conflict between the Buyer's Terms and this Assignment, this Assignment shall control.

10. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS FOR PURPOSES OF ENFORCING THE ASSUMPTIONS, DISCLAIMERS AND INDEMNITIES WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAWS. THE VALIDITY OF THE VARIOUS CONVEYANCES AFFECTING THE TITLE TO REAL PROPERTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION IN WHICH SUCH PROPERTY IS SITUATED.

Exhibit D
Castex Development - Title and Lease History - 001748

11. Liability. Each of the representations, warranties and covenants of each entity comprising Assignor in this Assignment and Bill of Sale is made severally and only by such Assignor with respect to itself and its interest in the Properties. The liability of each entity comprising Assignor under or in connection with this Assignment and Bill of Sale shall be several and not joint.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on this, the 11 day of DEC., 1996. This Assignment shall be effective at 7:00 a.m. (in the locale where the Properties are located) on January 1, 1997 (the "Effective Date").

ASSIGNOR:

1987-I STEA LIMITED PARTNERSHIP,
1987-II STEA LIMITED PARTNERSHIP,
1987-III STEA LIMITED PARTNERSHIP,
1987-IV STEA LIMITED PARTNERSHIP,
1987-VI STEA LIMITED PARTNERSHIP,
each a Texas limited partnership
By: Torch Energy Associates Ltd.,
a Texas limited partnership,
as General Partner
By: Torch Energy Advisors Incorporated,
its General Partner

WITNESSES:

By: _____
Sue Ann Craddock
Vice President

WITNESSES:

BLACK HAWK OIL COMPANY

By: _____
Sue Ann Craddock
Vice President

WITNESSES:

NUEVO ENERGY COMPANY

By: _____
Sue Ann Craddock
Vice President

ASSIGNEE:

[illegible] ENERGY CORPORATION

WITNESSES:

By: _____
Name: GARY GILES
Title: VP

_____

_____

Address of Assignor:

1221 Lamar, Suite 1600
Houston, Texas 77010

Address of Assignee:

P.O. BOX 219303
HOUSTON TX 77218

Exhibit D
Castex Development - Title and Lease History - 001749

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STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared **Sue Ann Craddock**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she, being fully authorized to do so, executed and delivered the same as the **Vice President** for **Torch Energy Advisors Incorporated**, a Delaware corporation, the General Partner of **Torch Energy Associates Ltd.**, a Texas limited partnership, the General Partner of **1987-I STEA Limited Partnership, 1987-II STEA Limited Partnership, 1987-III STEA Limited Partnership, 1987-IV STEA Limited Partnership** and **1987-VI STEA Limited Partnership**, each a Texas limited partnership, on the day and year therein mentioned and as the act and deed of said corporation, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4 day of December, 1996.

EMMITT L. BARRETT
Notary Public, State of Texas
My Commission Expires 09-14-98

Emmitt L. Barrett
Notary Public in and for the
State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared **Sue Ann Craddock**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she, being fully authorized to do so, executed and delivered the same as the **Vice President of Black Hawk Oil Company**, a Delaware corporation, on the day and year therein mentioned and as the act and deed of said corporation, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4 day of December, 1996.

EMMITT L. BARRETT
Notary Public, State of Texas
My Commission Expires 09-14-98

Emmitt L. Barrett
Notary Public in and for the
State of Texas

Exhibit D
Castex Development - Title and Lease History - 001750

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared **Sue Ann Craddock**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she, being fully authorized to do so, executed and delivered the same as the **Vice President of Nuevo Energy Company**, a Delaware corporation, on the day and year therein mentioned and as the act and deed of said corporation, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4 day of December, 1996.

EMMITT L. BARRETT
Notary Public, State of Texas
My Commission Expires 08-14-98

Emmitt L. Barrett
Notary Public in and for the
State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Personally appeared before, me, the undersigned authority in and for the aforesaid jurisdiction, the within named GARY GILES, who acknowledged to me that he/~~she~~ is Vice PRESIDENT of AXIS ENERGY CORPORATION a TEXAS corporation, and that he/she signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said corporation as its official act and deed, being duly authorized so to do.

Given under my hand and official seal, this the 11 day of DEC., 1996.

BRENDA K. WALLS
MY COMMISSION EXPIRES
November 4, 1998

Brenda K Walls
Notary Public in and for the
State of _____

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EXHIBIT "A"

WELL NAME(S)

Johnson Boudreaux (SWD)

LEASE(S)

Lessor	Lessee	Lease Date		Recording Ref.	
				Book	Doc. #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456385
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456387
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456389
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456388
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456386
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456390
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456392
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456394
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456393
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456391

EXHIBIT "A"

WELL NAME(S)

Bruce #3

LEASE(S)

Lessor	Lessee	Lease Date		Recording Ref.	
				Book	Doc. #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456385
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456387
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456389
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456388
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456386
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456390
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456392
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456394
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456393
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456391
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456384
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456381
Mark W. Boudreaux	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456383
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456382
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456380
Texaco, Inc.	Maranatha Minerals Corp	06/04/85	Jefferson Davis, LA	611	460997

INSOFAR AND ONLY INSOFAR as the above Leases cover lands included within the exterior surface unit boundaries of the 160 acre Cib Haz VU A - Bruce #3 well, Mermentau Field, Jefferson Davis Parish, Louisiana created in that certain Declaration of Unitization and Voluntary Unitization Agreement dated October 27, 1987 and recorded in the records in Jefferson Davis Parish, Louisiana, at Book 679, page 26, File No. 481300.

EXHIBIT "A"

WELL NAME(S)

Bruce #2

LEASE(S)

Lessor	Lessee	Lease Date		Recording Ref.	
				Book	Doc. #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456390
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456392
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456394
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456393
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456391
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456384
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456381
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456383
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456382
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456380
Texaco, Inc.	Maranatha Minerals Corp	06/04/85	Jefferson Davis, LA	611	460997
Pelto Oil Company	Maranatha Minerals Corp	12/12/85	Jefferson Davis, LA	621	463613

INSOFAR AND ONLY INSOFAR as the above Leases cover lands included within the exterior surface unit boundaries of the MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce #2 well, West Mermentau Field, Jefferson Davis Parish, Louisiana, as created by Order No. 101-H issued by The Office of Conservation on January 13, 1989, effective January 10, 1989 and recorded in the public records in Jefferson Davis Parish, Louisiana at COB 692, File No. 485426.

DR-U:\DATA\WORD96AUC\EXA04.DOC

391P

546210 **CASH DEED** RECEIVED AND FILED **471**

97 SEP 9 AM 9:01

FROM : MILTON FLOYD BOURDIER **STATE OF LOUISIANA**

TO : ALFRED CHARLES BOURDIER **PARISH OF CALCASIEU**

MILTON FLOYD BOURDIER, a single man and resident of Texas, married but once and then to Margaret Badgley, from whom he is now divorced, having as his present mailing address P. O. Box 545, Katy, Texas 77492-0545, hereinafter known as Vendor,

for and in the consideration of the sum of Eighteen Thousand Five Hundred and 00/100 ($18,500.00), cash in hand paid, receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN, SELL and CONVEY, with full warranty of title, and with full subrogation to all the rights and actions of warranty Vendor may have, unto,

ALFRED CHARLES BOURDIER, married and living with Gayle Hoffpauir Bourdier, having as his present mailing address 1543 Oakwood Drive, Lake Charles, Louisiana 70611, but hereby purchasing as his own separate and paraphernal property with his own separate funds, hereinafter referred to as Vendee,

GAYLE HOFFPAUIR BOURDIER, appearing to authorize and assist her husband and to acknowledge the paraphernality of the property so acquired,

546210

here and accepting and purchasing for himself, his successors, heirs and assigns, acknowledging delivery and possession thereof, the following described property, in the following parishes in the State of Louisiana, to-wit:

ACADIA PARISH
TOWNSHIP 10 SOUTH, RANGE 2 WEST

Section 25: An undivided one-twenty-fourth (1/24th) interest in a certain tract or parcel of land, containing 40 acres, more or less, situated in Irregular Section 25, more fully described and bounded now or formerly as follows, to-wit: Bounded on the Northeast by lands of A. C. Boudreaux Estate; Southwest by lands of Ray Richard, formerly Martin Richard and/or West line of said Section 25; Northwest by lands of F. Gotreaux, and Southeast by lands of Charles T. Duhon Estate, and

An undivided one-twenty-fourth (1/24th) interest in the certain tract of land containing 84 acres, more or less, situated in Section 25, and bounded Northeast by the Latrielle Estate, Inc., Southeast by Rosa Belle Duhon, Southwest by Mrs. Rosa Boudreaux, Gus Godeaux and Frank R. Burris, et als, and Northwest by the Mermentau River, together with all the improvements thereon situated. Said property having been acquired by Adolph C. Boudreaux from Albert Green by deed bearing File No. 34274 and recorded in Conveyance Book S-2, at page 274, records of Acadia Parish, Louisiana

Section 24: An undivided one-twenty-fourth (1/24th) interest in and to a certain tract or parcel of land containing 7.5 acres, more or less, situated in Irregular Section 24, and more fully described as bounded now or formerly as follows, to-wit: Bounded on the Northeast by East line of said

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Section 24, Southwest by lands of the Texas Company; Southeast by lands of Ray Richard, formerly Martin Richard and Northwest by lands of the Texas Company.

Section 72: An undivided one-twenty-fourth (1/24th) interest in and to that certain tract of land containing 20 acres, more or less, situated in the Southeast Quarter (SE/4) of Section 72, bounded now or formerly as follows: North by Arthur Crawford and the Estate of Thomas V. Crawford; East by Alphee Simon; South by Mrs. Arthur Crawford and the Estate of Thomas V. Crawford.

TOWNSHIP 11 SOUTH, RANGE 2 WEST

Section 1: An undivided one-twenty-fourth (1/24th) interest in and to that certain tract of land containing 18.75 acres, more or less, situated in the North Half of Northwest Quarter of Northwest Quarter (N/2 NW/4 NW/4) in Section 1, bounded now or formerly as follows: North by F. P. Breaux and Arthur Crawford and the Estate of Thomas V. Crawford; East by Clemile Trahan and West by the Estate of J. S. Mauboules.

An undivided one-thirty-sixth (1/36th) interest in and to the following: Lot 6 of Block 11, Lot 9 of Block 34, Lots 4, 5, 6 and 7 of Block 35; and Lot 1 of Block 40, all in the Village of Mermentau, Acadia Parish, Louisiana

TOWNSHIP 11 SOUTH, RANGE 2 WEST

Section 5: An undivided one-twenty-fourth (1/24th) interest in and to that certain tract of land containing 54 acres, more or less, situated and located in the Northwest Quarter (NW/4) of Section 5, bounded North by Oneal Legros Estate, East by Alphee LeBlanc Estate; South by Jules S. Mauboules Estate, and West by Jerry S. Ashley, Joseph Jeanise and Lula H. Jeanise, together with the improvements thereon situated. Said property having been acquired by Adolph C. Boudreaux from the Succession of Aurelien Le Blanc by deed bearing File No. 97203, recorded in Conveyance Book Q-4, page 159, records of Acadia Parish, Louisiana

Section 7: An undivided one-twenty-fourth (1/24th) interest in and to that certain tract of land containing Five (5) acres, more or less, situated in the Northeast Quarter (NE/4) of Section 7 and bounded North by Romain and Oday LeBLanc and August Benoit, and P. C. Smith Estate, and Mrs. Prevost LeBlanc; East by Pierre Trahan; South by Texas Company and West by Romain and Oday LeBlanc and August Benoit and P. C. Smith Estate. Said property having been acquired by Adolph C. Boudreaux from the Succession of Aurelien LeBlanc by deed bearing File No. 97203, recorded in Conveyance Book Q-4, page 159, records of Acadia Parish, Louisiana

TOWNSHIP 10 SOUTH, RANGE 2 WEST

Section 61: An undivided one-seventy-second (1/72nd) interest in and to that certain tract of land containing 20 acres, more or less, situated in Section 61, bounded North, East, South and West by Lovic C. Desormeaux

JEFFERSON DAVIS PARISH
TOWNSHIP 10 SOUTH, RANGE 2 WEST

Section 14: An undivided one-twenty-fourth (1/24th) interest in and to Lots 10 and 11 of Block 6 of Richard Subdivision of Lot 3 of Section 14, together with the improvements thereon situated. Said property having been acquired by Adolph C. Boudreaux from John Campbell by deed bearing File No. 78142, recorded in Conveyance Book No. 48, at page 522, records of Jefferson Davis Parish, Louisiana

JEFFERSON DAVIS PARISH
TOWNSHIP 10 SOUTH, RANGE 2 WEST
TOWNSHIP 10 SOUTH, RANGE 3 WEST

An undivided one-forty-eighth (1/48th) interest in and to the following:

That tract of property in Jefferson Davis Parish, Louisiana, with all improvements thereon, located and situated; together with all of the oil, gas and minerals underlying, or which may be produced or are being produced therefrom, together with that oil, gas and other mineral royalty right equal to 3/32 or .093750 of the whole of all oil, gas and other minerals which may be produced from the whole of said tract which contains 1,125.35 acres, more or less, the whole of said tract of land is described as follows, to-wit:

a) Section 39, Township 10 South, Range 3 West, La. Mer., except that portion lying in triangular form West of the East boundary line of Section 14 if extended through said Section 39; (b) Lot 2 of Fractional Section 13 in Township 10 South, Range 3 West, La. Mer., (c) Section 17 in Township 10 South, Range 2 West, La. Mer., except the 328 acres, more or less, of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey made by E. J. Mead, C.E., dated in 1921; including the two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. S. Alston & Co., and (d) Section 18 in Township 10 South, Range two West, La. Mer., lying between the Southeast corner of the aforedescribed Section 39 on the West and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolph C. Boudreaux acquired the said property from Jean Castex, Jr. and which act is recorded in Jefferson Davis Parish, Louisiana, LESS AND EXCEPT AND NOT INCLUDED in the aforedescribed tract is the surface only of those 10 acre parcels of property described as follows and designated as "First" and "Second", to-wit:

First. That ten acre parcel of land situated in Section 18, Township 10 South, Range 2 West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolph C. Boudreaux to Pelican Oil Purchasers, Inc., by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit:

Starting at the Northwest corner of Section 18, Township 10 South, Range 2 West, at a one-and-a-quarter (1 1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River on the line between Township 10 South, Range 2 and 3 West; thence South 51 degrees, 13 minutes

East 276.5 feet; thence South 53 degrees, 00 minutes East 600 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe, the lower front corner of the Robira Ten (10) acre tract for a point of beginning; thence following the right bank of the Mermentau River South 65 degrees, 30 minutes East 450 feet; thence South 84 degrees, 00 minutes East 250 feet; thence leaving the River and running South 37 degrees, 00 minutes West 693.5 feet; thence North 72 degrees, 06 minutes West 691.5 feet to lower side line of the Robira ten acres tract; thence following the said line North 37 degrees, 00 minutes East 693.5 feet to place of beginning and containing ten acres; as per plat by F. Shutts Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by ten acre tract owned by John J. Robira, his widow, heirs and assigns, on the West by other land of Albert Sidney Johnson and Adolph C. Boudreaux.

Second. That certain parcel of land comprising ten acres, more or less, situated in Section 18, Township 10 South, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by Albert Sidney Johnson and Adolph C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, page 101, of the records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a Point 459 feet South of the corner between Section 18, Township 10 South, Range 3 West, said corner being on the right descending bank of the Mermentau River; thence South 37 degrees West 368 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence South 53 degrees East 272.4 feet to the line between Section 18, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West, 921 feet South of the corner between the two said Sections; thence South 53 degrees East 327.6 feet to a one-and-a-quarter (1 1/4") inch galvanized iron pipe, thence North 37 degrees East 726 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe on the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence South 37 degrees West 358 feet to the point of beginning and containing ten acres.

CALCASIEU PARISH
TOWNSHIP 9 SOUTH, RANGE 10 WEST

Section 30: An undivided one-twenty-fourth (1/24th) interest in and to Lot 621 in the Subdivision of the North Half of Southeast Quarter of Southwest Quarter (n/2 SE/4 SW/4) of Section 30, acquired by Adolph C. Boudreaux from Mutual Sulphur Oil Co. by deed bearing File No. 32606, recorded in Conveyance Book 151, page 437, records of Calcasieu Parish, Louisiana, situated in Calcasieu Parish, Louisiana

Vendor to conveys to Vendee all of the surface, mineral and production rights in and to all of the above property, including all present and future interests.

The said Vendor does further declare on oath that the property is his own separate property, having acquired the above property by inheritance from his mother, Beulah Boudreaux Bourdier, as his own separate and paraphernal property. Vendor warrants that his interest in the above described properties is free from any liens, mortgages or other encumbrances except for those he has already made known to Vendee.

The taxes for the current year, and any and all income, including but not limited to dividend income derived from the property will be pro-rated between the Vendor and Vendee in proportion to the portion of the ownership each had during the year of 1997.

The parties hereto declare that they dispense with the production of mortgage and tax certificates otherwise required by law and exonerate me, Notary, from any liability because of non-production of same.

TO HAVE AND TO HOLD, the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, to said Vendee, his heirs and assigns forever.

WITNESSES:

MILTON FLOYD BOURDIER

STATE OF TEXAS :
COUNTY OF Harris :

On this 26th day of August, 1997, before me personally appeared Milton Floyd Bourdier to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

MUHAMMAD KASIM
MY COMMISSION EXPIRES
MAY 7, 2001

NOTARY PUBLIC
My Commission Expires: May 07, 2001

WITNESSES:

ALFRED CHARLES BOURDIER

STATE OF LOUISIANA :
PARISH OF CALCASIEU :

On this 27th day of August, 1997, before me personally appeared Alfred Charles Bourdier to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

WITNESSES:

GAYLE HOFFPAUIR BOURDIER

STATE OF LOUISIANA :
PARISH OF CALCASIEU :

On this 27th day of August, 1997, before me personally appeared Gayle Hoffpauir Bourdier to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

NOTARY PUBLIC

863

547219

RECEIVED AND FILED

ASSIGNMENT, BILL OF SALE AND CONVEYANCE 96 DEC 13 PM 4:45

THE STATE OF LOUISIANA)

KNOW ALL MEN BY THESE PRESENTS:

PARISH OF JEFFERSON DAVIS)

547219

That this ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment") effective as of 7:00 A. M., Central Daylight Time, December 1, 1996 ("the effective date") is from AXIS ENERGY CORPORATION, herein collectively referred to as "Assignor", whose current mailing address is P. O. Box 219303, Houston, Texas 77218-9303 to JOHN WRATHER, hereinafter referred to as "Assignee", whose mailing address is P. O. Box 1788, Longview, Texas 75606.

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, DELIVER and CONVEY unto Assignee 12.5 % of Assignors's in the oil and gas leases, lands and Wells described herein on the Exhibit "A" attached hereto and made a part hereof for all purposes.

This Assignment, Bill of Sale and Conveyance is made without warranty of title, either express or implied.

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IN WITNESS WHEREOF, this instrument has been executed this 25th day of August, 1997.

WITNESSES:

ASSIGNOR:

AXIS ENERGY CORPORATION

By:

Title: President

ASSIGNEE:

JOHN WRATHER

JOHN WRATHER

ACKNOWLEDGEMENTS

The State of Texas)

County/Parish of Harris)

Before me a Notary Public on this day personally appeared Michael G. Seitz and acknowledged that he executed this instrument as his free act and deed as President of Axis Energy Corporation, a Texas corporation.

Executed this 1st day of September, 1997.

My Commission Expires:

8-31-2000

Notary Public

Gary D. Giles

GARY D. GILES
Notary Public, State of Texas
My Commission Expires
AUGUST 31, 2000

The State of Texas)

County/~~Parish~~ of Gregg)

Before me a Notary Public on this day personally appeared John Wrather and acknowledged that he executed this instrument as his free act and deed.

Executed this 25 day of August, 1997.

My Commission Expires:

11-28-98

Notary Public

Janie Tate

JANIE TATE
MY COMMISSION EXPIRES
November 28, 1998

EXHIBIT "A"

WELL NAME(S)

Johnson Boudreaux (SWD)

LEASE(S)

Lessor	Lessee	Lease Date		Recording Ref.	
				Book	Doc. #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456385
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456387
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456389
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456388
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	45638[illegible]
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45639[illegible]
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456392
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456394
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456393
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456391

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EXHIBIT "A"

WELL NAME(S)

Bruce #2

LEASE(S)

Lessor	Lessee	Lease Date		Recording Ref	
				Book	Doc. #
Reuben Raymond Bruce, et al	*Maranatha Minerals Corp.*	*01/23/84*	*Jefferson Davis, LA*	*595*	*45639*
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45639
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45639
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45639
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	45639
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45638
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45638
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45638
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	45638
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45638
Texaco, Inc.	Maranatha Minerals Corp	06/04/85	Jefferson Davis, LA	611	46095
Pelto Oil Company	*Maranatha Minerals Corp*	*12/12/85*	*Jefferson Davis, LA*	*621*	*46361*

INSOFAR AND ONLY INSOFAR as the above Leases cover lands included within the exterior surface unit boundaries of the MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce #2 well, West Mermentau Field, Jefferson Davis Parish, Louisiana, as created by Order No. 101-H issued by The Office of Conservation on January 13, 1989, effective January 10, 1989 and recorded in the public records in Jefferson Davis Parish, Louisiana at COB 692, *File* No. 485426.

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EXHIBIT "A"

WELL NAME(S)

Bruce #3

LEASE(S)

Lessor	Lessee	Lease Date		Recording Ref.	
				Book	Doc. #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456385
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456387
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456389
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456388
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456386
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456390
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456392
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456394
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456393
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456391
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456384
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456381
Mark W. Boudreaux	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456383
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456382
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456380
Texaco, Inc.	Maranatha Minerals Corp	06/04/85	Jefferson Davis, LA	611	460997

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INSOFAR AND ONLY INSOFAR as the above Leases cover lands included within the exterior surface unit boundaries of the 160 acre Cib Haz VU A - Bruce #3 well, Mermentau Field, Jefferson Davis Parish, Louisiana created in that certain Declaration of Unitization and Voluntary Unitization Agreement dated October 27, 1987 and recorded in the records in Jefferson Davis Parish, Louisiana, at Book 679, page 26, File No. 481300.

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OGJBMM

656 550449

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS:

That ALFRED C. BOURDIER, LYNN H. BOURDIER, BERNADINE B. ZIBILICH, ROSE MARIE B. PETITJEAN, DAVID L. BOURDIER, YVETTE B. LAFLEUR BERNICE BOUDREAUX, MARK W. BOUDREAUX, WAYNE BOUDREAUX, REUBEN RAYMOND BRUCE, RAYNELL B. CALVIN, NELIA KAREN B. GOLDMAN, PATRICIA GAY B. MOORE, BONNA BELLE ANDERSON, ROY WAYNE ANDERSON, DOROTHY MAE BRYAN, LOUISIANA BAPTIST CHILDREN'S HOME, ALBERT SIDNEY JOHNSON, III, SANDRA LYNN J. TRAHAN, PATRICK H. JOHNSON, NANCY JOHNSON, JAMES R. JOHNSON, PATRICK W. JOHNSON, PAUL O. JOHNSON, LAURIE JOHNSON and CLAIRE J. ANGELLE, hereinafter referred to as "Lessor", for the purpose of this Memorandum, the mailing address is 1543 Oakwood Drive, Lake Charles, LA 70611, dealing with their separate property, hereinafter referred to as "Lessor", whether one or more, has as of this day, January 1, 1998, executed and delivered to FATHEREE EXPLORATION, INC., a Delaware Corporation, whose mailing address is Post Office Box 53192, Lafayette, Louisiana 70505-3192, hereinafter referred to as "Lessee", an Oil, Gas and Mineral Lease, an executed copy of which is in the possession of Lessor and Lessee, covering certain tracts or parcels of land containing 10.00 acres, more or less, being more fully described as follows:

550449

TOWNSHIP 10 SOUTH, RANGE 2 WEST

Tract 1: A certain tract or parcel of land containing 5.5 acres, more or less, situated in the northeastern portion of Section 17, Township 10 South, Range 2 West, Jefferson Davis Parish, Louisiana and being bounded now or formally as follows: North by Fred B. and Ruth B. Zigler Foundation; East, South and West by Texaco, Inc.

Tract 2: A certain tract or parcel of land containing 4.5 acres, more or less, being the eastermost 4.5 acres of a 16.5 acres tract owned by Lessors not herein leased, situated in the northeastern portion of Section 17, Township 10 south, Range 2 West, Jefferson Davis Parish, Louisiana and being bounded now or formally as follows: North by Fred B. and Ruth B. Zigler Foundation and U S Liquids of Louisiana L P; East, south and West by Texaco, Inc.

Leaving a balance of 10.00 acres, more or less, leased herein.

(herein referred to as "Said Land"); and Lessor hereby leases and lets unto Lessee the exclusive right to use the land for the purposes of exploring for and producing oil, gas and other hydrocarbon minerals, subject to all of the terms, provisions, and conditions specified in said Oil, Gas and Mineral Lease, which has a primary term of three (3) years from January 1, 1998, and for the consideration therein stated.

IN WITNESS WHEREOF, this instrument is executed as the 5th day of January, 1998.

WITNESSES:

ALFRED C. BOURDIER

STATE OF LOUISIANA :
PARISH OF CALCASIEU :

On this 5th day of January, 1998, before me personally appeared Alfred C. Bourdier to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC
Calcasieu Parish, Louisiana

OGJBMM

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LYNN H. BOURDIER

Eva C. Bourdier
Norma Bourdier

Lynn H. Bourdier

STATE OF LOUISIANA :
PARISH OF CALCASIEU :

On this 2nd day of January, 1998, before me personally appeared Lynn H. Bourdier to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Belinda A. Graham
NOTARY PUBLIC

ROSE MARIE PETITJEAN

Larry W. Bruce
Mark Carpenter

Rose Marie Petitjean

STATE OF LOUISIANA :
PARISH OF CALCASIEU :

On this 5th day of January, 1998, before me personally appeared Rose Marie Petitjean to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Wayne B. Gothard
NOTARY PUBLIC

BERNADINE B. ZIBILICH

_____ _____

_____

STATE OF LOUISIANA :
PARISH OF _____ :

On this _____ day of _____, 19___, before me personally appeared Bernadine B. Zibilich to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

DAVID L. BOURDIER

_____ _____

_____

STATE OF LOUISIANA :
PARISH OF _____ :

On this _____ day of _____, 19___, before me personally appeared David L. Bourdier to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

LYNN H. BOURDIER

STATE OF LOUISIANA :
PARISH OF CALCASIEU :

On this _____ day of _____, 19___, before me personally appeared Lynn H. Bourdier to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

ROSE MARIE PETITJEAN

STATE OF LOUISIANA :
PARISH OF CALCASIEU :

On this _____ day of _____, 19___, before me personally appeared Rose Marie Petitjean to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

NOTARY PUBLIC

BERNADINE B. ZIBILICH

Bernadine B. Zibilich

Mark Orgeron

Lilly Orgeron

STATE OF LOUISIANA :
PARISH OF Jefferson :

On this 31 day of December, 1997, before me personally appeared Bernadine B. Zibilich to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Rose L Vallure

NOTARY PUBLIC

DAVID L. BOURDIER

David L. Bourdier

Angela Bourg

Arlene Stewart

STATE OF LOUISIANA :
PARISH OF St Mary :

On this 6th day of January, 1998, before me personally appeared David L. Bourdier to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Melanie G Cochran

NOTARY PUBLIC

OGJBMM

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BERNICE F. BOUDREAUX

Daniel C Grome Daniel C Grome Bernice F. Boudreaux

Keith A Kral Keith A. Kral

STATE OF OHIO :
COUNTY OF Hamilton :

On this 6th day of January, 1998, before me personally appeared Bernice F. Boudreaux to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Keith A Kral
KEITH A. KRAL NOTARY PUBLIC
Notary Public, State of Ohio
My Commission Expires Oct. 30, 2001

MARK WHARTON BOUDREAUX

Daniel C Grome Daniel C Grome

Keith A Kral Keith A. Kral

STATE OF OHIO :
COUNTY OF Hamilton :

On this 6th day of January, 1998, before me personally appeared MARK WHARTON BOUDREAUX to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Keith A Kral
KEITH A. KRAL NOTARY PUBLIC
Notary Public, State of Ohio
My Commission Expires Oct. 30, 2001

WAYNE BOUDREAUX

Kay Davis Kay Davis

Heather Dunn Heather Dunn

STATE OF MICHIGAN :
COUNTY OF Muskegon :

On this 16th day of January, 1998, before me personally appeared Wayne Boudreaux to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC
KIMBERLY M VANDERLINDE
NOTARY PUBLIC - MUSKEGON COUNTY, MI
MY COMMISSION EXP 10/5/2000

YVETTE B. LAFLEUR

STATE OF TEXAS :
COUNTY OF _____ :

On this _____ day of _____, 19___, before me personally appeared Yvette B. LaFleur to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

NOTARY PUBLIC

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OGJBMM

BERNICE F. BOUDREAUX

STATE OF OHIO :
COUNTY OF _____:

On this _____ day of _____, 19___, before me personally appeared Bernice F. Boudreaux to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

MARK WHARTON BOUDREAUX

STATE OF OHIO :
COUNTY OF _____:

On this _____ day of _____, 19___, before me personally appeared MARK WHARTON BOUDREAUX to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

WAYNE BOUDREAUX

STATE OF MICHIGAN :
COUNTY OF _____:

On this _____ day of _____, 19___, before me personally appeared Wayne Boudreaux to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

YVETTE B. LAFLEUR

HELEN J. LANDERS
Notary Public, State of Texas
My Commission Expires
03-11-00

STATE OF TEXAS :
COUNTY OF Lufkin :

On this 21st day of January, 1998, before me personally appeared Yvette B. LaFleur to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Helen J. Landers
NOTARY PUBLIC

PATRICK H. JOHNSON

STATE OF LOUISIANA :
PARISH OF ORLEANS :

On this 14th day of January, 1998, before me personally appeared Patrick H. Johnson to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

REUBEN RAYMOND BRUCE

STATE OF LOUISIANA :
PARISH OF JEFFERSON DAVIS:

On this _____ day of _____, 19___, before me personally appeared Reuben Raymond Bruce to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

RAYNELL B. CALVIN

STATE OF _____:
_____ OF _____:

On this _____ day of _____, 19___, before me personally appeared Raynell B. Calvin to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

NOTARY PUBLIC

NELIA KAREN B. GOLDMAN

STATE OF LOUISIANA :
PARISH OF _____:

On this _____ day of _____, 19___, before me personally appeared Nelia Karen B. Goldman to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

NOTARY PUBLIC

PATRICK H. JOHNSON

STATE OF LOUISIANA :
PARISH OF _____:

On this _____ day of _____, 19___, before me personally appeared Patrick H. Johnson to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

REUBEN RAYMOND BRUCE

Cyrile S. Thibodeaux
Raynell B. Calvin

Reuben Raymond Bruce

STATE OF LOUISIANA :
PARISH OF JEFFERSON DAVIS:

On this 21st day of January, 1992, before me personally appeared Reuben Raymond Bruce to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Craig A. Hebert
NOTARY PUBLIC

RAYNELL B. CALVIN

STATE OF _____:
OF _____:

On this _____ day of _____, 19___, before me personally appeared Raynell B. Calvin to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

NELIA KAREN B. GOLDMAN

STATE OF LOUISIANA :
PARISH OF _____:

On this _____ day of _____, 19___, before me personally appeared Nelia Karen B. Goldman to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

OGJBMM

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PATRICIA GAY B. MOORE

STATE OF LOUISIANA :
PARISH OF JEFFERSON DAVIS:

On this _____ day of _____, 19___, before me personally appeared Patricia Gay B. Moore to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

NOTARY PUBLIC

BONNA BELLE ANDERSON

Myrtle Liggett
Tara Whitman

STATE OF LOUISIANA :
PARISH OF Jefferson Davis :

On this 6th day of January, 1998, before me personally appeared Bonna Belle Anderson to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Patricia L Linder
NOTARY PUBLIC

ROY WAYNE ANDERSON

Myrtle Liggett
Tara Whitman

STATE OF LOUISIANA :
PARISH OF Jefferson Davis :

On this 6th day of January, 1998, before me personally appeared Roy Wayne Anderson to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Patricia L Linder
NOTARY PUBLIC

DOROTHY MAE BRYAN

Myrtle Liggett
Tara Whitman

STATE OF LOUISIANA :
PARISH OF JEFFERSON DAVIS:

On this 6th day of January, 1998, before me personally appeared Dorothy Mae Bryan to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Patricia L Linder
NOTARY PUBLIC

LOUISIANA BAPTIST CHILDREN'S HOME

Jane O. Wadkins

Etta G. Brinson

By: John R. Williams
John R. Williams, Executive Director

STATE OF LOUISIANA :
PARISH OF Ouachita :

On this 18th day of January, 1998, before me personally appeared John R. Williams to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Effie Mae Bailey
NOTARY PUBLIC

ALBERT SIDNEY JOHNSON, III

STATE OF ARIZONA :
COUNTY OF _____ :

On this _____ day of _____, 19___, before me personally appeared Albert Sidney Johnson, III to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

SANDRA LYNN J. TRAHAN

STATE OF LOUISIANA :
PARISH OF _____ :

On this _____ day of _____, 19___, before me personally appeared Sandra Lynn J. Trahan to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

NOTARY PUBLIC

NANCY W. JOHNSON

STATE OF LOUISIANA :
PARISH OF JEFFERSON DAVIS:

On this _____ day of _____, 19___, before me personally appeared Nancy W. Johnson to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

LOUISIANA BAPTIST CHILDREN"S HOME

By: _____
John R. Williams, Executive Director

STATE OF LOUISIANA :
PARISH OF _____ :

On this _____ day of _____, 19__, before me personally appeared John R. Williams to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

ALBERT SIDNEY JOHNSON, III

STATE OF ARIZONA :
COUNTY OF Pima :

On this 8 day of January, 1998, before me personally appeared Albert Sidney Johnson, III to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

MARY L. McGEE
Notary Public - State of Arizona
PIMA COUNTY
My Commission Expires [illegible]

_____
NOTARY PUBLIC

SANDRA LYNN J. TRAHAN

STATE OF LOUISIANA :
PARISH OF [illegible] :

On this 31st day of January, 1997, before me personally appeared Sandra Lynn J. Trahan to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

NANCY W. JOHNSON

_____ _____

_____

STATE OF LOUISIANA :
PARISH OF JEFFERSON DAVIS:

On this _____ day of _____, 19__, before me personally appeared Nancy W. Johnson to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

LOUISIANA BAPTIST CHILDREN"S HOME

By: _____
John R. Williams, Executive Director

STATE OF LOUISIANA :
PARISH OF _____ :

On this _____ day of _____, 19__, before me personally appeared John R. Williams to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

ALBERT SIDNEY JOHNSON, III

STATE OF ARIZONA :
COUNTY OF _____ :

On this _____ day of _____, 19__, before me personally appeared Albert Sidney Johnson, III to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
NOTARY PUBLIC

SANDRA LYNN J. TRAHAN

STATE OF LOUISIANA :
PARISH OF _____ :

On this _____ day of _____, 19__, before me personally appeared Sandra Lynn J. Trahan to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

_____
NOTARY PUBLIC

NANCY W. JOHNSON

Nancy W. Johnson

STATE OF LOUISIANA :
PARISH OF JEFFERSON DAVIS:

On this 15th day of January, 1988, before me personally appeared Nancy W. Johnson to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Charles R. Duffy
NOTARY PUBLIC

JAMES R. JOHNSON

Mark L. Petty

Sylvia W. Fourre

STATE OF LOUISIANA :
PARISH OF JEFFERSON DAVIS:

On this 15th day of January, 1998, before me personally appeared James R. Johnson to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Charles R. Bullock
NOTARY PUBLIC

PATRICK W. JOHNSON

Mark L. Petty

Sylvia W. Fourre

STATE OF LOUISIANA :
PARISH OF Jefferson Davis :

On this 15th day of January, 1998, before me personally appeared Patrick W. Johnson to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Charles R. Bullock
NOTARY PUBLIC

PAUL O. JOHNSON

Mark L. Petty

Sylvia W. Fourre

STATE OF LOUISIANA :
PARISH OF JEFFERSON DAVIS:

On this 15th day of January, 1998, before me personally appeared Paul O. Johnson to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Charles R. Bullock
NOTARY PUBLIC

LAURIE JOHNSON

Mark L. Petty

Sylvia W. Fourre

STATE OF Louisiana :
PARISH OF Jefferson Davis :

On this 15th day of January, 1998, before me personally appeared Laurie Johnson to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Charles R. Bullock
NOTARY PUBLIC

668 OGJBMM

CLAIRE J. ANGELLE

Claire J. Angelle

STATE OF LOUISIANA :
PARISH OF JEFFERSON DAVIS:

On this 15th day of January, 1998, before me personally appeared Claire J. Angelle to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

NOTARY PUBLIC

FATHEREE EXPLORATION, INC.

By: James E. Fatheree

STATE OF Louisiana :

PARISH OF Jefferson :

On this 7th day of January, 1999, before me personally appeared James E. Fatheree to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

559097

718

PROBATE NUMBER P-4-99

SUCCESSION	:	31ST JUDICIAL DISTRICT COURT
OF	:	PARISH OF JEFFERSON DAVIS
REUBEN RAYMOND BRUCE	:	STATE OF LOUISIANA
FILED: Jan 19, 1999	:	Lee Magee DEPUTY CLERK OF COURT

99 JAN 19 PM 3:04

JUDGMENT OF POSSESSION

CONSIDERING the petition for possession, and the record of this proceeding, satisfactory proof having been submitted to the Court that there were no inheritance taxes due by the petitioners, the law and evidence entitling petitioners to the relief prayed for, and for the reasons this day orally assigned,

559097

IT IS ORDERED, ADJUDGED AND DECREED THAT:

I. RAY NELL MARIE BRUCE CALVIN(SS# [redacted]); PATRICIA GAY BRUCE MOORE (SS# [redacted]); and NELIA KAREN BRUCE GOLDMAN (SS# [redacted]) be and are hereby recognized as the sole heirs and surviving children of the decedent, and as such entitled to ownership and are hereby sent into possession of an undivided one-third (1/3) interest each, in and to all of the property that belonged to the succession of the decedent, REUBEN RAYMOND BRUCE, which includes, but is not limited to, the following described property, to-wit:

MOVABLE PROPERTY:

1. **BANK ACCOUNTS:**

   A. First Southwest Bank
   Certificate of Deposit #7297785
   Titled: Raymond Bruce

   B. Jeff Davis Bank & Trust Company
   Checking Account #10231570
   Titled: R. Raymond Bruce

2. **STOCKS, BONDS & INVESTMENTS:**

A. Edward Jones, Account Number 707-4607-1-7 in the name of R. Raymond Bruce containing the following securities, to-wit:

a) 27,053.67 shares of Tax Free Instrument Trust

b) 12,114.764 shares of Colonial Tax Exempt Fund

c) 25 units of the Insured Municipal Income Trust

d) 2,800 shares of Putnam Premier Income Trust

e) 5,000 shares of Louisiana Public Facilities Authority Revenue Bonds, maturing on November 01, 2022 - 6.00%

f) 5,000 shares of St. Charles Parish, Louisiana Environmental Improvement Revenue B Bonds bearing CUSIP 788050AL6, 5.95%, maturing on December 01, 2023

g) 5,000 shares of St. Charles Parish, Louisiana Environmental Improvement Revenue A Bonds, bearing CUSIP 788050AF9, 6.20%, maturing on May 01, 2023

h) 10,000 shares of Louisiana PFA Hospital Revenue Bond Series A bearing CUSIP 546395KN3, 6.50%, maturing on November 01, 2014

i) 5,000 shares of Louisiana State Energy and Power Authority Bonds bearing CUSIP 546462BX9, 6.00%, maturing on January 01, 2013

j) 15,000 shares of New Orleans Louisiana General Obligation Bonds bearing CUSIP 647634YE8, 6.00%, maturing on September 01, 2021

k) 5,000 shares of Greater New Orleans Expressway Revenue Bonds bearing CUSIP 392244BR9, 6.00%, maturing on November 01, 2016

l) 6,000 shares of Greenwood TR CO DEL Certificate of Deposit, maturing on August 14, 2001

m) 10,000 shares of New Orleans, Louisiana General Obligation PI A Bonds, maturing on December 21, 2021, 5.50%

n) 15,000 shares of Louisiana State University Series A maturing on May 1, 2026, 5.65%, and

o) 20,000 shares of Illinois HFA Series A maturing February 15, 2027, 5.25%

3. MOTOR VEHICLES:

a. Old travel trailer located at Castex property Vehicle Identification Number unavailable

4. FURNISHINGS, FIXTURES & APPLIANCES:

a) Miscellaneous household furniture, fixtures and appliances.

5. REFUND CHECKS:

a) Check from Acadian Ambulance

b) Check from Lake Charles American Press

c) Check from Dr. F. Culotta, Jr.

d) Check from Renaissance Media

e) Check from Azar Eye Clinic

6. MISCELLANEOUS:

a) Metropolitan Life Insurance Policy (The Equitable Life Assurance Society Of The United States); Group plan; Certificate No. AC 415-2-2447 Titled: Reuben R. Bruce

b) Prudential Life Insurance Policy Bearing Policy No. 11531204 issued in the name of Reuben R. Bruce

c) Check from Johnson-Boudreaux Farm

IMMOVABLE PROPERTY:

ALL IN JEFFERSON DAVIS PARISH, LOUISIANA:

A. An undivided one-half (½) interest in and to the following described property:

Lot One (1) of Block Two (2) of Cutting's Addition to the City of Jennings, Jefferson Davis Parish, Louisiana, as per plat thereof record, together with all buildings and improvements thereon situated and belonging.

B. An undivided 2.5% interest in and to the following described property, to-wit:

1145.35 acres, more or less, of land in Jefferson Davis Parish, Louisiana, together with all the buildings and improvements thereon, and all the rights, ways, servitudes and other privileges thereunto belonging, being (a) Section thirty-nine in township ten south, of Range three West, La. Meridian, except that portion lying in triangular from west of the east boundary line of Section fourteen if extended through said Section thirty nine; (b) lot two of Fractional Section thirteen in township ten south, of Range three West, La. Meridian; (c) Section seventeen in township ten south, of range two west, La. Meridian, **EXCEPT** the 328 acres, more or less, of swamp timber land lying in the eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on Feby. 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey meadae by E. J. Mead, C. E., dated in 1921, - it being understood, however, that there is included in this sale two tracts of prairie land along the north line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. Alston & Co., and (d) Section eighteen in township ten south, of Range two west of the Louisiana Meridian, lying between the southeast corner of the aforedescribed Section 39, on the West, and the Mermentau River on the east: All as per the annexed plat showing the property hereby conveyed within red lines, except

the two tracts of prairie land above referred to, which appear within white lines and are marked, respectively, "Prairie 16.5 ac" and "Prairie 5.5 ac", and which said plat is attached to an Act of Sale by and between Jean Castex, Jr. and Albert Sidney Johnson, et al. Recorded in Conveyance Book 52 at page 240, records of Jefferson Davis Parish, Louisiana; **AND LESS AND EXCEPT:**

(1) That ten acre parcel of land situated in Section 18, Township 10 South, Range 2 West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section 18, Township 10 South, Range 2 West, at a 1¼ inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township 10 South, Range 2 and 3 West; thence South 51°13' East 276.5 feet; thence South 53°00' East 600 feet to a 1¼ inch galvanized pipe, the lower front corner of the Robira 10 acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65°30' East 450 feet; thence South 84°00' East 250 feet; thence leaving the River and running South 37°00' West 693.3 feet; thence North 72°06' West 691.5 feet to lower side line of the Robira 10 acres; thence following said line North 37°00' East 693.5 feet to a place of beginning and containing 10 acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux; and

(2) That certain parcel of land comprising 10 acres, more or less, situated in Section 18, Township 10 South, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the corner between Section 18, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a 1¼ inch galvanized pipe; thence South 53° East 272.4 feet to the line between Section 18, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West 921 feet South of the corner between the two said sections; thence South 53° East 327.6 feet to a 1¼ inch galvanized iron pipe; thence North

37° East 726 feet to a 1¼ inch galvanized pipe on the right descending bank of the Mermentau River; thence North 53° West up the right descending bank of the Mermentau River 600 feet to a 1¼ inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing 10 acres;

C. A 0.02414863 Royalty interest in Bruce #2 (Property number 51072-02) and a 0.2843281 Royalty interest in Bruce #3 (Property number 51073-02) wells, located in Jefferson Davis Parish, Louisiana, and currently produced by Axis Energy Corporation, in the name of Reuben Raymond Bruce and listed under Property Owner Number 65084.

II. All banks, trust companies, insurance companies, and all other persons, partnerships, unincorporated associations, or corporations having on deposit or in their possession or under their control any money, credits, stocks, dividends, bonds or other property belonging to the Estate of REUBEN RAYMOND BRUCE are hereby required to deliver the said property to the heirs of the decedent as provided herein.

JUDGMENT READ, RENDERED AND SIGNED in Chambers, at City of Jennings, Parish of Jefferson Davis, State of Louisiana, on this 19th day of January, 1999.

JUDGE WENDELL R. MILLER
31ST JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON DAVIS
STATE OF LOUISIANA

562985

CASH SALE

BE IT KNOWN, that on the date hereinafter shown, and before the undersigned Notaries Public, in and for the aforesaid Parish, Counties, and States, personally came and appeared:

SANDRA LYNN JOHNSON TRAHAN, single and being divorced from Markham Ray Trahan, Sr., whose Social Security Number is [redacted], and whose mailing address is 109 St. Pascal Road, Lafayette, LA 70508

hereinafter referred to as "Seller," who declared that for the consideration hereinafter mentioned she does, by these presents, sell, transfer, convey, assign, set over, abandon and deliver, with no warranty but with full substitution, and with subrogation to all rights and actions of warranty against previous owners unto:

Michael David Trahan, SS# [redacted], married to and living with and the said Chanda Hollier Trahan, SS# [redacted], whose mailing address is 111 St. Pascal Road, Lafayette, LA 70508 and

Markham Ray Trahan, Jr., SS# [redacted], married to and living with and the said Susan Arabie Trahan, SS# [redacted], and whose mailing address is 1533 Rustic Trail, Allen, TX 75002, and

Christopher John Trahan,, SS# [redacted], married to and living with and the said Lisa Draughan Trahan, the said Christopher John Trahan acquiring this interest, for his separate estate, with his separate and paraphernal funds, which funds are under his separate administration and control, whose mailing address is 907 Kip Lane, Pinehurst, TX 77362

hereinafter referred to as "Purchasers" present, accepting and purchasing for themselves, and their heirs, successors and assigns and acknowledging delivery and possession of the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED

562985

Unto these presents personally came and appeared Lisa Draughan Trahan, who declared that she takes cognizance of the above declaration by her said husband that he is acquiring this interest herein for his separate estate, that she concurs therein and acknowledges that same will not form of the part of community of acquets and gains existing between them.

The property described in EXHIBIT A is being sold "as is" and this sale is made without any warranties, expressed or implied, as to fitness for use or condition of the above described property. Further, Purchasers declare that they have examined the above described property prior to the date of this sale and they specifically waive all rights against Seller, including any and all claims that they may have for redhibitory defects and more particularly waive all of those rights provided for pursuant to Louisiana Civil Code Articles 2520 through 2548, inclusive.

Purchasers understand that under Articles 2520 through 2548 of the Louisiana Civil Code and other provisions of law this sale would ordinarily include a warranty, implied by law, against certain defects in the property sold. Purchasers expressly waive any and all such warranties, with respect to all defects, whether apparent or latent, visible or not. and regardless of whether Purchasers are presently aware of such defects. This waiver of warranty extends to all defects, even if the defect or defects render the property absolutely useless, or so inconvenient and imperfect that Purchasers would not have purchased it had he known of the defect. Purchasers hereby acknowledge that they have read and understand the foregoing waiver of warranty, that the waiver has been pointed out and explained to them, and that questions or doubts they have concerning same have been answered satisfactorily. Seller and Purchasers acknowledge and stipulate that the sale price was negotiated and agreed upon after consideration of the waiver of warranty herein set forth.

To have and to hold the above described property unto Purchasers, said Purchaser's successors or heirs, and/or assigns forever.

All taxes for the past 3 years have been paid. Purchasers assume the payment of all taxes assessed against the property herein sold for the year 1999.

This sale is made and accepted for and in consideration of the sum of NINETEEN THOUSAND DOLLARS ($19,000.00) cash in hand paid, the receipt of which is hereby acknowledged, and for which full acquittance and discharge is hereby granted.

Purchasers dispense with the certificate required by Article 3364 of the Revised Civil Code of this State, and also with the production of tax receipts required by law, and the undersigned Notary is hereby released from all responsibility and liability in connection therewith. Purchasers acknowledge that no title opinion was requested by them nor rendered by the undersigned Notary to them.

Thus done and passed in the Parish of Lafayette, Louisiana, on this 29 day of June, 1999 by appearers Sandra Lynn Johnson Trahan, Michael David Trahan, and Chanda Hollier Trahan who sign in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Suzanne Delahoussaye

Chad Arceneaux

Suzanne Delahoussaye

Chad Arceneaux

Suzanne Delahoussaye

Chad Arceneaux

SANDRA LYNN JOHNSON TRAHAN

MICHAEL DAVID TRAHAN

CHANDA HOLLIER TRAHAN

NOTARY PUBLIC

Thus done and passed in the Collin County, State of Texas, on the 23 day of June, 1999 by appearers Markham Ray Trahan, Jr. and Susan Arabie Trahan, in the presence of the undersigned witnesses, and me, Notary, after due reading of the whole.

WITNESSES:

Joann Bailey

Karen Lewis

Markham Ray Trahan Jr
MARKHAM RAY TRAHAN, JR.

Susan Arabie Trahan
SUSAN ARABIE TRAHAN

Margaret Spurgin
NOTARY PUBLIC

MARGARET SPURGIN
Notary Public
STATE OF TEXAS
My Comm. Expires 05-23-2003

(Seal)
My Commission Expires: 5-23-2003

Thus done and passed in the Harris County, State of Texas, on the 23 day of June, 1999 by appearers Christopher John Trahan and Lisa Draughan Trahan, in the presence of the undersigned witnesses, and me, Notary, after due reading of the whole.

WITNESSES:

Kathy Harris

Michelle Collier

Kathy Harris

Michelle Collier

CHRISTOPHER JOHN TRAHAN

Lisa Draughan Trahan
LISA DRAUGHAN TRAHAN

VONDA LEE MORRIS
Notary Public, State of Texas
Commission Expires 12/08/2001

Vonda Lee Morris
NOTARY PUBLIC

(Seal)
My Commission Expires: 12/08/2001

EXHIBIT A

All of the undivided right, title and interest of Seller, which consists of an undivided one-half of 1/20 in and to the following described property, located in Jefferson Davis Parish, Louisiana, to-wit:

Section Thirty-nine (39) in Township Ten (10) South, Range Three (3) West, Louisiana Meridian, except that portion lying in triangular form West of the East Boundary line of Section Fourteen (14) if extended through said Section 39; (b) Lot Two (2) of Fractional Section Thirteen (13) in Township Ten (10) South, Range Three (3) West, Louisiana Meridian; (c) Section Seventeen (17) in Township Ten (10) South, Range Two (2) West, Louisiana Meridian, (except the 328 acres more or less of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a Plat of Survey made by E. J. Mead, C. E., dated in 1921); including the two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale of A. S. Alston & Co., and (d) Section Eighteen (18) in Township Ten (10) South of Range Two (2) West, Louisiana Meridian, lying between the Southeast corner of the aforedescribed Section Thirty-nine (39) on the West, and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolphe C. Boudreaux acquired the said property from Jean Castex, Jr., and which Act is recorded in Jefferson Davis Parish, Louisiana; LESS AND EXCEPT AND NOT INCLUDED in the aforedescribed tract are those two ten acre parcels of property described as follows and designated as "First Exception" and Second Exception", to-wit:

First Exception: That ten acre parcel of land situated in Section Eighteen (18) Township Ten (10) South, Range Two (2) West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to wit: Starting at the Northwest corner of Section Eighteen (18), Township ten (10) South, Range Two (2) West, at a one-and-a-quarter (1-1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township Ten (10) South, Range Two (2) and Three (3) West; thence South 51o13' East 276.5 feet; thence South 53o 00' East 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe, the lower front corner of the Robira 10-acre tract for a point of beginning; thence, following the right bank of the Mermantau River South 65o 30' East 450 feet; thence South 84o00' East 250 feet; thence, leaving the River and running South 37o00' West 693.5 feet; thence, North 72o06' West 691.5 feet to lower side line of the Robira 10-acres; thence, following said line North 37o00' East 693.5 feet to place of beginning and containing ten acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux.

Second Exception: That certain parcel of land comprising ten (10) acres, more or less, situated in Section Eighteen (18), Township Ten (10) South, Range Two(2) West, and in Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Schutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit:

Beginning at a point 459 feet South of the corner between Section Eighteen (18) Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West, said corner being on the right descending bank of the Mermentau River; thence, South 37o West 368 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 53o, East 272.4 feet to the line between Section Eighteen (18), Township Ten (10) South, Range Two (2) West, and Section Thirty-nine (39), Township Ten (10) South, Range Three (3) West 921 feet South of the corner between the two said Sections; thence, South 53o, East 327.6 feet to a one-and-a-quarter (1-1/4") inch galvanized iron pipe, thence North 37o East 726 feet to a one-and-a-quarter (1-1/4") galvanized iron

pipe on the right descending bank of the Mermantau River; thence North 53o, West up the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1-1/4") inch galvanized pipe; thence South 37o West 358 feet to the point of beginning and containing ten (10) acres, for a total of 1,125.35 acres

Any and all interest and/or capital account that Sandra Lynn Johnson Trahan has in that partnership operating the Johnson Boudreaux Farm.

This is the same property acquired in the Judgment of Possession in the Succession of Albert Sidney Johnson, Jr., Succession No. P-141-72, 31st Judicial District Court, Parish of Jefferson Davis, State of Louisiana and recorded in the records of the Clerk of Court in and for the Parish of Jefferson Davis under File No. _____.

Exhibit D
Castex Development - Title and Lease History - 001791

300

564165

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THE STATE OF LOUISIANA }
} KNOW ALL MEN BY THESE PRESENTS:
PARISH OF JEFFERSON DAVIS }

THAT, this Assignment, Bill of Sale and Conveyance ("Assignment") effective as of 7:00 A. M., Central Daylight Time, January 1, 1999 is from Axis Energy Corporation, hereinafter referred to as "Assignor" whose mailing address is P. O. Box 219303, Houston, Texas 77218-9303 to Mike Hoffman, whose mailing address is 3414 Chapel Square, Spring, Texas 77388 and Wendell Hodde, whose mailing address is 11219 Crooked Pine Drive, Cypress, Texas 77429, hereinafter collectively referred to as "Assignees".

564165

For and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby GRANT BARGAIN, SELL, ASSIGN, TRANSFER, DELIVER and CONVEY unto each of the above named Assignees 20% of Assignor's interest in and to the oil and gas leases, lands and wells described herein on the Exhibit "A" attached hereto and made a part hereof for all purposes.

This Assignment, Bill of Sale and Conveyance is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, this instrument has been executed this 14th day of August, 1999.

WITNESS:

AXIS ENERGY CORPORATION

By: Michael G. Seith
Michael G. Seith
President

ACKNOWLEDGEMENT

THE STATE OF TEXAS }

COUNTY OF HARRIS }

Before me a Notary Public on this day personally appeared Michael G. Seith and acknowledged to me that he executed this instrument as his free act and deed as President of Axis Energy Corporation, a Texas corporation.

Executed this 14th day of August, 1999.

GARY D. GILES
Notary Public, State of Texas
My Commission Expires
AUGUST 31, 2000

My Commission Expires:

8-31-2000

Notary Public

EXHIBIT "A"

WELL NAME(S)

Johnson Boudreaux (SWD)

LEASE(S)

Lessor	Lessee	Lease Date		Recording Ref.	
				Book	Doc. #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456385
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456387
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456389
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456388
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456386
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456390
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456392
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456394
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456393
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456391

EXHIBIT "A"

WELL NAME(S)

Bruce #2

LEASE(S)

Lessor	Lessee	Lease Date		Recording Ref.	
				Book	Doc. #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	45639
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45639
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45639
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45639
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	45639
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45638
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45638
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45638
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	45638
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45638
Texaco, Inc.	Maranatha Minerals Corp	06/04/85	Jefferson Davis, LA	611	46099
Pelto Oil Company	Maranatha Minerals Corp	12/12/85	Jefferson Davis, LA	621	46361

INSOFAR AND ONLY INSOFAR as the above Leases cover lands included within the exterior surface unit boundaries of the MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce #2 well, West Mermentau Field, Jefferson Davis Parish, Louisiana, as created by Order No. 101-H issued by The Office of Conservation on January 13, 1989, effective January 10, 1989 and recorded in the public records in Jefferson Davis Parish, Louisiana at COB 692, File No. 485426.

DR-U:\DATA\WORD96\AUC\EXA04.DOC

304

EXHIBIT "A"

WELL NAME(S)

Bruce #3

LEASE(S)

Lessor	Lessee	Lease Date		Recording Ref.	
				Book	Doc. #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456385
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456387
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456389
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456388
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456386
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456390
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456392
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456394
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456393
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456391
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456384
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456381
Mark W. Boudreaux	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456383
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456382
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456380
Texaco, Inc.	Maranatha Minerals Corp	06/04/85	Jefferson Davis, LA	611	460997

INSOFAR AND ONLY INSOFAR as the above Leases cover lands included within the exterior surface unit boundaries of the 160 acre Cib Haz VU A - Bruce #3 well, Mermentau Field, Jefferson Davis Parish, Louisiana created in that certain Declaration of Unitization and Voluntary Unitization Agreement dated October 27, 1987 and recorded in the records in Jefferson Davis Parish, Louisiana, at Book 679, page 26, File No. 481300.

CARLTON L. DUHON, CLERK OF COURT

Exhibit D
Castex Development - Title and Lease History - 001797

565157

RECEIVED AND FILED

99 SEP 29 AM 9:23

CLERK OF COURT
JEFFERSON DAVIS PARISH

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THE STATE OF LOUISIANA)

KNOW ALL MEN BY THESE PRESENTS:

PARISH OF JEFFERSON DAVIS)

That this ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment") effective as of 7:00 A. M., Central Daylight Time, June 1, 1999 ("the effective date") is from Carroll E. Pooler, Jr., herein referred to as "Assignor", whose current mailing address is 1022 Roselawn Drive, Lafayette, Louisiana 70503 to Olympus Oil Ventures, Inc., hereinafter referred to as "Assignee", whose mailing address is P. O. Box 820467, Houston, Texas 77282-0467.

565157

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, DELIVER and CONVEY unto Assignee all of Assignor' interests in the oil and gas leases, lands and Wells described herein on the Exhibit "A" attached hereto and made a part hereof for all purposes.

This Assignment, Bill of Sale and Conveyance is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, this instrument has been executed this 10 day of September, 1999.

ASSIGNOR:

WITNESSES:

Jessica Ducote

Carroll E. Pooler, Jr.

ASSIGNEE:

OLYMPUS OIL VENTURES, INC.

By: Michael G. Leith

Title: President

ACKNOWLEDGEMENTS

The State of Texas)

County/Parish of Harris)

Before me a Notary Public on this day personally appeared Michael G. Seitz and acknowledged that he executed this instrument as his free act and deed as President of Olympus Oil Ventures, Inc., a Texas corporation.

Executed this 21st day of September, 1999.

My Commission Expires: Notary Public

8-31-2000

GARY D. GILES
Notary Public, State of Texas
My Commission Expires
AUGUST 31, 2000

The State of Louisiana)

County/Parish of Lafayette)

Before me a Notary Public on this day personally appeared Carroll E. Pooler, Jr and acknowledged that he executed this instrument as his free act and deed.

Executed this 10 day of September, 1999.

My Commission Expires: Notary Public

upon death

Donna Hindelang Melancon

EXHIBIT "A"

WELL NAME(S)

Johnson Boudreaux (SWD)

LEASE(S)

Lessor	Lessee	Lease Date		Recording Ref.	
				Book	Doc. #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456385
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456387
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456389
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456388
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456386
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456390
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456392
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456394
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456393
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456391

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EXHIBIT "A"

WELL NAME(S)

Bruce #2

LEASE(S)

Lessor	Lessee	Lease Date		Recording Ref.	
				Book	Doc. #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	45639
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45639
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45639
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45639
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	45639
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45638
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45638
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45638
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	45638
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45638
Texaco, Inc.	Maranatha Minerals Corp	06/04/85	Jefferson Davis, LA	611	46095
Pelto Oil Company	Maranatha Minerals Corp	12/12/85	Jefferson Davis, LA	621	46361

INSOFAR AND ONLY INSOFAR as the above Leases cover lands included within the exterior surface unit boundaries of the MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce #2 well, West Mermentau Field, Jefferson Davis Parish, Louisiana, as created by Order No. 101-H issued by The Office of Conservation on January 13, 1989, effective January 10, 1989 and recorded in the public records in Jefferson Davis Parish, Louisiana at COB 692, File No. 485426.

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EXHIBIT "A"

WELL NAME(S)

Bruce #3

LEASE(S)

Lessor	Lessee	Lease Date		Recording Ref.	
				Book	Doc. #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456385
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456387
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456389
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456388
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456386
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456390
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456392
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456394
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456393
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456391
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456384
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456381
Mark W. Boudreaux	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456383
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456382
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456380
Texaco, Inc.	Maranatha Minerals Corp	06/04/85	Jefferson Davis, LA	611	460997

D:\J:\DATA\WORD\96ALUC\EXA85.DOC

1

INSOFAR AND ONLY INSOFAR as the above Leases cover lands included within the exterior surface unit boundaries of the 160 acre Cib Haz VU A - Bruce #3 well, Mermentau Field, Jefferson Davis Parish, Louisiana created in that certain Declaration of Unitization and Voluntary Unitization Agreement dated October 27, 1987 and recorded in the records in Jefferson Davis Parish, Louisiana, at Book 679, page 26, File No. 481300.

CARLTON L. DUHON, CLERK OF COURT

569687

RELEASE OF MEMORANDUM OF OIL, GAS AND MINERAL LEASE

488

RECEIVED AND FILED
2000 APR 19 PM 1:30
CLERK OF COURT
JEFFERSON DAVIS PARISH

WHEREAS, a certain Memorandum of Oil and Gas Mineral Lease, dated the January 5th, 1998, given by ALFRED C. BOURDIER, et al, Lessors to FATHEREE EXPLORATION, INC., Lessee and covering the following described lands, to-wit:

TOWNSHIP 10 SOUTH, RANGE 2 WEST

TRACT 1. A certain tract or parcel of land containing 5.5 acres, more or less, situated in the northeastern portion of Section 17, Township 10 South, Range 2 West, Jefferson Davis Parish, Louisiana and being bounded now or formerly as follows: North by Fred B. and Ruth B. Zigler Foundation, East, South and West by Texaco, Inc.

TRACT 2. A certain tract or parcel of land containing 4.5 acres, more or less, being the easternmost 4.5 acres of a 16.5 acre tract owned by Lessors not herein leased, situated in the northeastern of Section 17, Township 10 South, Range 2 West, Jefferson Davis Parish, Louisiana and being bounded now or formerly as follows: North by Fred B. and Ruth B. Zigler Foundation and U S Liquids of Louisiana L. P., East, South and West by Texaco, Inc.

569687

All in the State of Louisiana and recorded at Jefferson Davis Parish, Louisiana with the Clerk of Courts in Book 857, Page 656 Instrument Number 550449 of the records of that office, reference to which is hereby made; and

857/656

WHEREAS, FATHEREE EXPLORATION, INC. has the right to surrender said lease on this date of Release of Oil, Gas and Mineral Lease herein dated and effective January 6th, 1999.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That FATHEREE EXPLORATION, INC. for and in consideration of the premises and the exercise of its said right under said lease, does hereby give notice to the said lessors that it has and does hereby release all its rights under said lease, and that it does removed its property from said premises, and does hereby surrender possession of same unto said lessors, its heirs, assigns and legal representatives: the purpose being to RELEASE unto the said lessors all further rights under said lease and surrender said premises and all rights therein to Alfred C. Bourdier, et al heirs, assigns and legal representatives.

IN WITNESS WHEREOF, this instrument is executed as of 3rd day of April 2000.

WITNESSES:

Jill Fatheree

Peggy Sawyer

FATHEREE EXPLORATION, INC.

BY: James E. Fatheree
JAMES E. FATHEREE

STATE OF LOUISIANA
PARISH OF LAFAYETTE

On this 18th day of April, 2000, before me personally appeared James E. Fatheree to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

G. Matthews
NOTARY PUBLIC

159

RECEIVED AND FILED
2000 AUG -4 AM 11:32
CAROL [illegible] DUHON
CLERK OF COURT
JEFFERSON DAVIS PARISH

573184

ASSIGNMENT AND BILL OF SALE

THE STATE OF LOUISIANA }
}
PARISH OF JEFFERSON DAVIS }

KNOW ALL MEN BY THESE PRESENTS

573184

That, **OCCIDENTAL ENERGY COMPANY, INC.,** whose mailing address is P. O. Box 820467, Houston, Texas 77282; **AXIS ENERGY CORPORATION,** with a mailing address of P. O. Box 219303, Houston, Texas 77218-9303 and **Wendell C. Hodde,** with a mailing address of 11219 Crooked Pine Drive, Cypress, Texas 77429, hereinafter collectively referred to as "Assignor", for and consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and such additional consideration as recited below, and upon and subject to the exceptions, reservations, conditions and other provisions hereinafter set forth, does hereby GRANT, BARGAIN, SELL, TRANSFER, CONVEY, ASSIGN AND DELIVER, effective as of **August 1, 2000,** the " Effective Date", to Enco Resources, Inc. 2915 Rocky Woods Dr. Kingwood, TX 77339, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to oil, gas and mineral leases described on Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as "Assigned Premises".

Assignor, for the same consideration, does hereby further grant, bargain, sell, transfer, convey, assign and deliver, without warranty or representation of any kind or character, express or implied, all of Assignor's right, title and interest in and to the wells, including salt water disposal, herein referred to as "Wells", and all surface and downhole movable and immovable property, buildings, structures, machinery, equipment and materials located in, on and appurtenant to such wells, buildings or structures located upon the Assigned Premises. All wells, structures, buildings, machinery, material and equipment referred to in this paragraph are hereinafter referred to as "Wells and Appurtenances".

All of Assignor's right, title and interest in and to the Assigned Premises and in and to the Wells and Appurtenances are hereinafter together referred to as the "Assigned Premises".

It is agreed between the parties that this Assignment and Bill of Sale is subject to and conditioned upon the compliance with the following terms:

1. THIS ASSIGNMENT AND BILL OF SALE IS EXECUTED WITHOUT WARRANTY OF TITLE, EITHER EXPRESS OR IMPLIED, WITHOUT ANY EXPRESS OR IMPLIED WARRANT OR REPRESENTATION AS TO THE MERCHANTABILITY OF ANY OF THE WELLS AND APPURTENANCES OR ITS FITNESS FOR ANY PURPOSE, AND WITHOUT ANY OTHER EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION WHATSOEVER. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE HAS INSPECTED THE ASSIGNED INTERESTS AND IS SATISFIED AS TO ITS PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND THAT ASSIGNEE ACCEPTS ALL OF THE SAME IN "AS IS, WHERE IS" CONDITION. IN ADDITION, ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE COMPLETENESS OF ANY DATA, INFORMATION OR MATERIALS HERETOFORE OR HEREINAFTER FURNISHED ASSIGNEE IN CONNECTION WITH THE INTERESTS, OR AS TO THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE INTERESTS OR THE ABILITY OF THE INTERESTS TO PRODUCE HYDROCARBONS. ANY AND ALL SUCH DATA, INFORMATION AND OTHER MATERIALS FURNISHED BY ASSIGNOR IS PROVIDED ASSIGNEE AS A CONVENIENCE AND ANY AND ALL RELIANCE ON OR USE OF THE SAME SHALL BE AT ASSIGNEE'S SOLE RISK.

2. Assignee shall, at the effective date assume and be responsible for and comply with all duties and obligations of Assignor, express or implied, with respect to the Assigned Interests, including without limitation, those arising under or by virtue of any lease, contract, agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority (specifically including, without limitation, any governmental or lessor request or requirement to plug, re-plug and/or abandon any well of whatsoever type, status or classification or take any clean-up or other action, with respect to the Assigned Interests, including the removal of all structures, wells and foundations. Assignee shall also defend, indemnify and hold Assignor harmless from any and all claims in connection therewith, except any claims asserted against Assignor prior to the effective date which have been expressly assumed by Assignor in writing.

3. The interest in the Assigned Premises covered hereby is conveyed by Assignor and accepted by Assignee subject to all royalties, overriding royalties, production payments, net profit interests, carried working interest and other payments out of or with respect to production which are of record and to which the Assigned Premises are encumbered, Assignee hereby assumes and agrees to pay, perform or carry as the case may be, each of the royalties, overriding royalties, production payments, net profit interests, carried working interest and other payments out of or with respect to the production, to the extent that any remain a burden on the Assigned Premises herein assigned.

4. Assignee will be liable for and agrees to pay all transactional taxes including but not limited to sales, property, use, lease or similar taxes, ad valorem taxes or recording fees due as a result of this Assignment and Bill of Sale. This Assignment and Bill of Sale is made subject to all and any State and/or Federal Agency approvals as well as any approvals which may be necessary from lessors of the leases with respect to the Assigned Premises. This Assignment and Bill of Sale is made subject to all applicable Joint Operating Agreements and all other applicable agreements.

5. This Assignment and Bill of Sale is effective for all purposes August 1, 2000 at 7:00 A. M. Central Daylight Time. All oil and gas production attributable to the times prior to the effective date, including any oil above the pipeline connection in the tanks located on the Assigned Premises, belong to the Assignor and the expenses related thereto, prior to the effective date shall be born by Assignor. All production and expenses incurred after the effective date will be born by the Assignee.

6. This Assignment and Bill of Sale shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

162

IN WITNESS WHEREOF, this instrument has been executed this 9th day of July, 2000, but effective August 1, 2000.

ASSIGNOR

WITNESS:

OCCIDENTAL ENERGY COMPANY, INC.

By: _____

AXIS ENERGY CORPORATION

By: _____

Wendell C. Hodde

ASSIGNEE

Enco Resources, Inc.

ACKNOWLEDGMENTS

STATE OF TEXAS }

COUNTY OF HARRIS }

Before me a Notary Public, on this day personally appeared M. D. Keyes, Vice President of Occidental Energy Company, Inc., a Louisiana corporation, and acknowledged to me that he executed the above instrument as his free act and deed on behalf of Occidental Energy Company, Inc.
Executed this 9th of July, 2000.

My Commission Expires:

8-31-2000

NOTARY PUBLIC

Gary D. Giles

GARY D. GILES
Notary Public, State of Texas
My Commission Expires
AUGUST 31, 2000

STATE OF TEXAS }

COUNTY OF HARRIS }

Before me a Notary Public, on this day personally appeared Micheal G. Seith, President of Axis Energy Corporation and acknowledged to me that he executed the above instrument as his free act and deed on behalf of Axis Energy Corporation, a Texas corporation.
Executed this 9th of July, 2000.

My Commission Expires:

8-31-2000

NOTARY PUBLIC

Gary D. Giles

GARY D. GILES
Notary Public, State of Texas
My Commission Expires
AUGUST 31, 2000

STATE OF TEXAS }

COUNTY OF HARRIS }

Before me a Notary Public, on this day personally appeared Wendell C. Hodde and acknowledged to me that he executed the above instrument as his free act and deed.
Executed this 9th of July, 2000.

My Commission Expires:

8-31-2000

NOTARY PUBLIC

Gary D. Giles

GARY D. GILES
Notary Public, State of Texas
My Commission Expires
AUGUST 31, 2000

164

CORPORATION ACKNOWLEDGEMENT

STATE OF Texas)
)
COUNTY OF Harris)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 12th day of July 2000 ~~1999~~, personally appeared Douglas N. Burgess, to me known to be the President of Enco Resources, Inc., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said Douglas N. Burgess acknowledged that he executed the same in the capacity therein stated and for the purposes therein set forth.

I have hereunto set my hand and official seal this 12th day of July, 1999.

My Commission Expires:

MELISSA A. LEE
MY COMMISSION EXPIRES
September 16, 2003

Melissa A Lee
Notary Public, State of _____
Notary's Printed Name: _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1999, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes therein set forth.

I have hereunto set my hand and official seal this _____ day of _____, 1999.

My Commission Expires:

_____

_____
Notary Public, State of _____
Notary's Printed Name: _____

ATTORNEY-IN-FACT ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 1999, by _____, Attorney-in-Fact for _____ on behalf of said corporation/individual.

My Commission Expires:

_____

_____
Notary Public, State of _____
Notary's Printed Name: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 1999, by _____, the _____ Partner, for _____, on behalf of said Partnership.

My Commission Expires:

_____

_____
Notary Public, State of _____
Notary's Printed Name: _____

EXHIBIT "A"

WELL NAME(S)

Bruce #2

LEASE(S)

Lessor	Lessee	Lease Date		Recording Ref.	
				Book	Doc. #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	45639
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45639
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45639
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45639
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	45639
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45638
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45638
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45638
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	45638
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45638
Texaco, Inc.	Maranatha Minerals Corp	06/04/85	Jefferson Davis, LA	611	46099
Pelto Oil Company	Maranatha Minerals Corp	12/12/85	Jefferson Davis, LA	621	46361

INSOFAR AND ONLY INSOFAR as the above Leases cover lands included within the exterior surface unit boundaries of the MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce #2 well, West Mermentau Field, Jefferson Davis Parish, Louisiana, as created by Order No. 101-H issued by The Office of Conservation on January 13, 1989, effective January 10, 1989 and recorded in the public records in Jefferson Davis Parish, Louisiana at COB 692, File No. 485426.

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166

EXHIBIT "A"

WELL NAME(S)

Bruce #3

LEASE(S)

Lessor	Lessee	Lease Date		Recording Ref.	
				Book	Doc. #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456385
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456387
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456389
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456388
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456386
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456390
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456392
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456394
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456393
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456391
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456384
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456381
Mark W. Boudreaux	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456383
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456382
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456380
Texaco, Inc.	Maranatha Minerals Corp	06/04/85	Jefferson Davis, LA	611	460997

INSOFAR AND ONLY INSOFAR as the above Leases cover lands included within the exterior surface unit boundaries of the 160 acre Cib Haz VU A - Bruce #3 well, Mermentau Field, Jefferson Davis Parish, Louisiana created in that certain Declaration of Unitization and Voluntary Unitization Agreement dated October 27, 1987 and recorded in the records in Jefferson Davis Parish, Louisiana, at Book 679, page 26, File No. 481300.

168

EXHIBIT "A"

WELL NAME(S)

Johnson Boudreaux (SWD)

LEASE(S)

Lessor	Lessee	Lease Date		Recording Ref.	
				Book	Doc. #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456385
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456387
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456389
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456388
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456386
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456390
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456392
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456394
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456393
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456391

575873

STATE OF LOUISIANA §
§
PARISH OF JEFFERSON DAVIS §

RECEIVED AND FILED
2000 DEC -4 PM 1:01
CARL[illegible] DUHON
CLERK OF COURT
JEFFERSON DAVIS PARISH

ASSIGNMENT OF OIL AND GAS INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, SAMSON HYDROCARBONS COMPANY, a Delaware corporation, whose address is Samson Plaza, Two West Second Street, Tulsa, Oklahoma 74103, herein called "Assignor," in consideration of Ten Dollars ($10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey, sell, assign, and transfer unto

SAMSON RESOURCES COMPANY, an Oklahoma corporation, whose address is Samson Plaza, Two West Second Street, Tulsa, Oklahoma 74103, herein called "Assignee,"

all of Assignor's right, title and interest in and to the following:

(a) The lands, oil and gas leases and properties (whether one or more) described on Exhibit "A" attached hereto and made a part hereof (the "Properties"), insofar as the Properties cover the lands described in Exhibit "A" hereof and all of which lands are located in the state and county above named, including working interest and interest in the production of oil, gas or other minerals, inclusive of overriding royalties, production payments, rights to take royalties in kind or other interests;

(b) Identical interest of Assignor in, to and under or by virtue of the presently existing and valid unitization, communitization and pooling agreements in the properties covered and the units and pooled or communitized areas created thereby (including all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction) which relate to any of the properties, lands or interests described in Exhibit "A";

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(c) Identical interest of Assignor in and to all improvements, easements, surface leases, permits, licenses, servitudes, rights-of-way and other interests pertaining to the Properties in connection with the exploration, development or operation of the Properties (all such improvements, easements, surface leases, permits, licenses, servitudes, rights-of-way and other interests, subject to the Existing Burdens (hereinafter defined) are referred to in this Assignment as the "Easements");

(d) Identical interest of Assignor in and to all personal property, fixtures and improvements situated upon or used or held for use (except automotive equipment or motor vehicles) in connection with the production, treatment, storage or transportation of oil, gas, distillate, condensate, casinghead gas or other liquid or vaporous hydrocarbons or other minerals from the Properties, and all wells, tanks, boilers, buildings, plants, fixtures, machinery and other equipment, pipelines, power lines, telephone and telegraph lines, roads and other appurtenances pertaining to the Properties (all such personal property and fixtures are referred to in this Assignment as the "Assigned Appurtenances"); and

(e) Identical interest of Assignor in and to all rights, duties and obligations attributable to or arising from any valid oil, casinghead gas and gas sales, purchase, exchange and processing contracts and agreements, insofar and only insofar as the same are appurtenant or relate to the Properties or the production therefrom or attributable thereto (all of such rights, duties and obligations are referred to in this Assignment as the "Contract Rights").

The Assignment herein made is subject to:

(1) A proportionate part of the terms, provisions, covenants and royalties set forth in the lease, leases or agreements described in Exhibit "A" hereto;

(2) The terms and conditions of all existing orders, rules and regulations, and ordinances of federal, state and other governmental agencies having jurisdiction;

(3) Any valid and subsisting oil, casinghead gas and gas sales, purchase, exchange and processing contracts and agreements, insofar and only insofar as the same are appurtenant or relate to the Properties;

(4) A proportionate part of all overriding royalty interests, restrictions, exceptions, reservations, burdens, encumbrances, conditions, limitations, interests, instruments, agreements and other matters, if any, which are of record in the state and county above named and which burden or affect the properties, rights or interests herein assigned; and

(5) The terms and conditions contained in any joint operating agreement, and any other farmout agreements, farmin agreements, letter agreements, contracts or other agreements which relate to any of the properties, lands or interests described in Exhibit "A".

All of such orders, rules, regulations, or ordinances, instruments, burdens, encumbrances, reservations and terms and conditions listed in clauses (1) through (5) of this Assignment, to the extent the same are valid and enforceable and apply to the lands and interests described above, are referred to in this Assignment as "Existing Burdens"; and the properties specified in clauses (a) and (b) of this Assignment, subject to the Existing Burdens, are referred to in this Assignment as the "Subject Interests."

TO HAVE AND TO HOLD all and singular the Subject Interests, the Easements, the Assigned Appurtenances and the Contract Rights unto Assignee, Assignee's successors and assigns, forever. This Assignment is made with full substitution and subrogation of Assignee, Assignee's successors and assigns, in and to all warranties and covenants heretofore given by others with respect to the Subject Interests, the Easements, the Assigned Appurtenances, the Contract Rights or any part thereof, but is otherwise made without warranties or covenants of title, express or implied. This Assignment, with respect to the Assigned Appurtenances, is made without warranty, including all implied warranties, and the IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY NEGATED.

The term "Properties" as used in this Assignment and in Exhibit "A" hereto includes oil, gas and mineral leases, oil and gas leases, oil, gas and sulphur leases, other minerals leases, co-lessor's agreements, lease ratifications and extensions and subleases, as appropriate.

All of the terms, provisions, covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective successors in title and assigns.

IN WITNESS WHEREOF, the said SAMSON HYDROCARBONS COMPANY, as Assignor, has executed this instrument on the date of the acknowledgment annexed hereto, but to be effective for all purposes from and after the 30th day of June, 1996.

WITNESSES:

SAMSON HYDROCARBONS COMPANY,
a Delaware corporation

By: _____
Dennis R. Neill, President

STATE OF OKLAHOMA §
§
COUNTY OF TULSA §

Be it known, that on this 27th day of the month of November, 2000, before me, the undersigned authority, personally came and appeared Dennis R. Neill as President of Samson Hydrocarbons Company, a Delaware corporation, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

IN WITNESS WHEREOF, the said appearer has signed these presents and I have hereunto affixed my hand and seal, together with said witnesses on the day and date first above written.

Sami Boyd Hughes
Notary Public in and for Tulsa County, Oklahoma

My Commission Expires:

June 22, 2002

EXHIBIT "A"

JEFFERSON DAVIS PARISH, LOUISIANA

JOHNSON BOUDREAUX #2 SWD	17-10S-2W
BRUCE #2	17-10S-2W
BRUCE #3	17-10S-2W
JOHNSON BOUDREAUX #1	17-10S-2W

END OF EXHIBIT "A"

6/12

820 THE M. L. BATH COMPANIES SHREVEPORT—LONGVIEW—LA. BATH-O-GRAM REG. NO. 512,391 U. S. PAT. OFF.

FORM 42 CPM—NEW SOUTH LOUISIANA REVISED FOUR (4)—POOLING REVISED "A"

578935

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of January 5 2001,

by and between NELIA KAREN B. GOLDMAN, wife of James O. Goldman, whose mailing address is

2410 Pinehurst, Monroe, Louisiana 71201

herein called "Lessor" (whether one or more) and RICELAND PETROLEUM COMPANY, whose mailing address is

P. O. Box 51368, Lafayette, Louisiana 70505

hereinafter called "Lessee", witnesseth, that:

Considerations

Lessor, in consideration of the sum of One Hundred Dollars and Other Valuable ($ 100.00 & OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follow, to-wit:

TOWNSHIP 10 SOUTH, RANGE 3 WEST

That certain tract or parcel of land containing 25.00 acres, more or less, being situated in the western portion of Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana, and being further described as all of Lessors lands in said section 39 which are situated within the confines of the South Jennings Field Wide 7,750' SU as established under Louisiana Office of Conservation Order No. 26-F, dated May 5, 1964, and the South Jennings Field Wide 8,600' SU as established under the Louisiana Office of Conservation Order No. 26-A-10, dated February 21, 1966.

578935

This lease covers and includes Lessor's interest in and to all roads, canals, servitudes, and/or rights of way traversing or adjacent to the herein above described leased premises.

Wherever the designation One-Eighth (1/8) appears in paragraph Seven (7) herein, the designation One-Fourth (1/4) shall be substituted therefor.

RECEIVED AND FILED
2001 APR 18 PM 3:12
CARL E. DUHON
CLERK OF COURT
JEFFERSON DAVIS PARISH

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 25.00 acres, whether it actually comprises more or less.

This lease shall be for a term of Three (3) years and No (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on January 5 2002, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of Two Hundred and No/100 Dollars ($200.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods, Two Hundred and No/100 Dollars ($ 200.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the See Exhibit "A" Attached to and made xxxxx a part hereof Bank of which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Jennifer D Dossett

Vanessa Stolich

Nelia Karen B Goldman

NELIA KAREN B. GOLDMAN

SS# [redacted]

STATE OF Louisiana }
PARISH (OR COUNTY) OF Ouachita }

On this 30th day of January, 2001, before me personally appeared NELIA KAREN B. GOODMAN, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, ____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

Notary Public.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____

Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____

Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, ____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instruments to be the free act and deed of said corporation.

Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM

TO

Dated _____, ____

No. of Acres _____

Parish, Louisiana

Term _____

This instrument was filed for record on the _____ day of _____, ____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____ of the records of this office.

By _____, Deputy

THE M. L. BATH COMPANIES
SHREVEPORT, LOUISIANA
BATH GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

824

EXHIBIT "A"

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated January 5, 2001, by and between Nelia Karen B. Goldman, (Lessor) and Riceland Petroleum Company, (Lessee).

ADDITIONAL PROVISIONS:

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein provided that if it be by rental payments, rentals shall be reduced in proportion to the number of acres covered hereby and included in such unit or units. If at or after the end of the primary term, this lease is being maintained as to a part of the lands by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations or production, lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than **two (2)** years beyond the end of the primary term. Notwithstanding anything herein contained to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of a shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under this paragraph as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of this paragraph shall be applicable.

15. Lessee shall provide, and maintain throughout the life of this lease and through clean-up, liability insurance. Said policy or policies shall insure against any and all liability including environmental liability clean-up.

16. Notwithstanding anything to the contrary herein contained, it is understood and agreed that Lessee or his assigns shall not use the surface of any land herein leased without the written consent of the owner of such land, but the Lessee or his assigns shall have the right to conduct operations by directional drilling beneath the surface of said land and to pool and unitize and otherwise enjoy all other privileges granted by this lease.

17. Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts to wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
Nelia Karen B. Goldman	$416.67	Mail direct to Lessor: 2410 Pinehurst Monroe, Louisiana 71201

Lessors agree that the above division is solely for the purposes of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

SIGNED FOR IDENTIFICATION:

Nelia Karen B. Goldman

NELIA KAREN B. GOLDMAN

THE M. L. BATH COMPANIES
SHREVEPORT—LONGVIEW—LA
BATH-GRAM
REG. NO. 512,391 U. S. PAT. OFF.
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

578936

OIL, GAS AND MINERAL LEASE

825

THIS AGREEMENT, entered into effective as of January 5 2001,

by and between RAYNELL B. CALVIN, wife of Ron Calvin, whose address is 601 Cypress Station, Apt. 302, Houston, Texas 77090

herein called "Lessor" (whether one or more) and RICELAND PETROLEUM COMPANY, whose mailing address is Post Office Box 51368 Lafayette, Louisiana 70505
hereinafter called "Lessee", witnesseth, that:

Considerations

Lessor, in consideration of the sum of One Hundred Dollars and Other Valuable ($ 100.00 & OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land or acreage pooled therewith), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follow, to-wit:

TOWNSHIP 10 SOUTH, RANGE 3 WEST

That certain tract or parcel of land containing 25.00 acres, more or less, being situated in the western portion of Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana, and being further described as all of Lessors lands in said section 39 which are situated within the confines of the South Jennings Field Wide 7,750' SU as established under Louisiana Office of Conservation Order No. 26-F, dated May 5, 1964, and the South Jennings Field Wide 8,600' SU as established under the Louisiana Office of Conservation Order No. 26-A-10, dated February 21, 1966.

This lease covers and includes Lessor's interest in and to all roads, canals, servitudes, and/or rights of way traversing or adjacent to the herein above described leased premises.

Wherever the designation One-Eighth (1/8) appears in paragraph Seven (7) herein, the designation One-Fourth (1/4) shall be substituted therefor.

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2001 APR 18 PM 3:12
CARL DUHON
CLERK OF COURT
JEFFERSON DAVIS PARISH

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise 25.00 acres, whether it actually comprises more or less.

This lease shall be for a term of Three (3) years and No (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on January 5, 2002 unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of Two Hundred & No/100 Dollars ($ 200.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods, Two Hundred Dollars and No/100 Dollars ($ 200.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the See Exhibit "A" Attched to and made ~~Bank of~~ a part hereof which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary terms such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons one-eighth (1/8th) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) one-eighth (1/8th) of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) one-eighth (1/8th) of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8th) of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Ronald Ink

Bobbi Jones

Raynell B. Calvin

RAYNELL B. CALVIN

SS# [redacted]

828

JOHN H WINDHAM
NOTARY PUBLIC
State of Texas
Comm. Exp. 08/15/2001

STATE OF Texas }
PARISH (OR COUNTY) OF Harris }

On this 30th day of January, 2001, before me personally appeared Raynell B. Calvin, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Notary Public.

STATE OF }
PARISH (OR COUNTY) OF }

On this day of , , before me personally appeared , to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed.

Notary Public.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF }

BEFORE ME, the undersigned Notary Public, on this day personally appeared , who, being by me duly sworn, stated under oath that was one of the subscribing witnesses to the foregoing instrument and that the same was signed by

(Lessor, as above mentioned) in presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me , .

Notary Public in and for Parish, Louisiana.

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF }

BEFORE ME, the undersigned Notary Public, on this day personally appeared , who, being by me duly sworn, stated under oath that was one of the subscribing witnesses to the foregoing instrument and that the same was signed by

(Lessor, as above mentioned) in presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me , .

Notary Public in and for Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF }
PARISH (OR COUNTY) OF }

ON THIS day of , , before me appeared

to me personally known, who, being by me duly sworn, did say that he is the

of the and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said acknowledged said instruments to be the free act and deed of said corporation.

Notary Public.

No.

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM

TO

Dated , .

No. of Acres Parish, Louisiana

Term

This instrument was filed for record on the day of , at o'clock M., and duly recorded in Book , Page , of the records of this office.

By , Deputy

THE M. L. BATH COMPANIES
BATH-GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED FOUR (4)—POOLING
REVISED "A"

EXHIBIT "A"

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated January 5, 2001, by and between Raynell B. Calvin, (Lessor) and Riceland Petroleum Company, (Lessee).

ADDITIONAL PROVISIONS:

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein provided that if it be by rental payments, rentals shall be reduced in proportion to the number of acres covered hereby and included in such unit or units. If at or after the end of the primary term, this lease is being maintained as to a part of the lands by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations or production, lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than **two (2)** years beyond the end of the primary term. Notwithstanding anything herein contained to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of a shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under this paragraph as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of this paragraph shall be applicable.

15. Lessee shall provide, and maintain throughout the life of this lease and through clean-up, liability insurance. Said policy or policies shall insure against any and all liability including environmental liability clean-up.

16. Notwithstanding anything to the contrary herein contained, it is understood and agreed that Lessee or his assigns shall not use the surface of any land herein leased without the written consent of the owner of such land, but the Lessee or his assigns shall have the right to conduct operations by directional drilling beneath the surface of said land and to pool and unitize and otherwise enjoy all other privileges granted by this lease.

17. Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts to wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
Raynell B. Calvin	$416.67	Mail direct to Lessor: 601 Cypress Station #302 Houston, Texas 77090

Lessors agree that the above division is solely for the purposes of payment of rentals and does not purport to establish the ownership of minerals or the division of royalty on production from the property covered by this lease. Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his or her interest.

SIGNED FOR IDENTIFICATION:

Raynell B. Calvin

RAYNELL B. CALVIN

THE M. L. BATH COMPANIES
840 BATH GRAM
FORM 42 CPM-NEW SOUTH
LOUISIANA REVISED SIX (6)-POOLING
REV. 2-76.7

578939

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of January 5, 2001

by and between For Lessor's see Exhibit "A" attached hereto and made a part hereof

herein called "Lessor" (whether one or more) and RICELAND PETROLEUM COMPANY, whose mailing address is Post Office Box 51368 Lafayette, Louisiana 70505

hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of One Hundred Dollars and Other Valuable Considerations ($ 100.00&OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession, storage and transportation of said minerals (either from said land or acreage pooled therewith), and the right to dispose of salt water, with the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads, pipelines and/or canals thereon for operations hereunder or in connection with similar operations on adjoining land, and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

TOWNSHIP 10 SOUTH, RANGE 3 WEST

That certain tract or parcel of land containing 25.00 acres, more or less, being situated in the western portion of Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana, and being further described as all of Lessors lands in said section 39 which are situated within the confines of the South Jennings Field Wide 7,750' SU as established under Louisiana Office of Conservation Order No. 26-F, dated May 5, 1964, and the South Jennings Field Wide 8,600' SU as established under the Louisiana Office of Conservation Order No. 26-A-10, dated February 21, 1966.

This lease covers and includes Lessor's interest in and to all roads, canals, servitudes, and/or rights of way traversing or adjacent to the herein above described leased premises.

Wherever the designation One-Eighth (1/8) appears in paragraph Seven (7) herein, the designation One-Fourth (1/4) shall be substituted therefor.

578939
RECEIVED AND FILED
2001 APR 18 PM 3:30
CARL ODELL DUHON
CLERK OF COURT
JEFFERSON DAVIS PARISH

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the rental payments hereinafter provided for, the above described land is estimated to comprise 25.00 acres, whether it actually comprises more or less.

This lease shall be for a term of Three (3) years and No (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith (or with any part thereof), all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on January 5, 2002 unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith (or with any part thereof), in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment, or (2) pays to the Lessor a rental of Two Hundred and 00/100---------- Dollars ($ 200.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's rights in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods Two Hundred and 00/100---------- Dollars ($ 200.00) per acre for all or that part of the land held hereunder. Payments may be made to the Lessor or may be mailed or delivered for deposit to Lessor's credit in the For Rental Division Order see Bank of Exhibit "A" attached hereto which Bank or its successor shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's rights in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories. Wherever used in this lease, "operations for drilling", "drilling operations" and "operations" shall be deemed to have been commenced when work is commenced or materials placed on the ground at or near the well site preparatory to the drilling of a well.

2. Lessee, at its option, is hereby given the right and power without any further approval from Lessor, at any time and from time to time, to pool or combine the land or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly explore or develop or operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to prevent waste or to avoid the drilling of unnecessary wells or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental officer, tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals. Such pooling shall be of adjacent tracts which will form a reasonably compact (but not necessarily contiguous) body of land for each unit, and the unit or units so created shall not exceed substantially forty (40) acres each for each well for oil exploration or production and substantially one hundred sixty (160) acres each for each well for gas and gas-condensate exploration or production unless a larger spacing pattern or larger drilling or production units (including a field or pool unit) shall have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units shall be the same as fixed by said order. Lessee shall execute and file for record in the Conveyance Records of the Parish in which the land herein leased is situated a declaration describing the pooled acreage; and upon such filing, the unit or units shall thereby become effective, except that when a unit is created by order of a Regulatory Body the pooling shall be effective as of the effective date of such order, and no declaration shall be required in connection therewith. The royalties herein elsewhere specified, and subject to the provisions of Paragraph 10 hereof, shall be computed only on the proportionate part of the production from any pooled unit that is allocated to the land herein described; and unless otherwise allocated by order of a Regulatory Body, the amount of production to be so allocated from each pooled unit shall be that proportion of such total production that the surface area of the land affected hereby and included in the unit bears to the total surface area of all the lands included in such pooled unit. Drilling or reworking operations on or production of oil, gas or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) and as to all strata underlying said land, whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during or after the drilling of the well which is then or thereafter becomes the unit well. Separate units may be created for oil and for gas, or for separate stratum or strata of oil or gas, even though the areas thereof overlap, and the creation of a unit as to one mineral or strata or stratum shall not exhaust the right of Lessee (even as to the same well) to create different or additional units for other minerals or for other strata or stratum of the same or other minerals. The failure of the leasehold title (in whole or in part) to any tract or interest therein included in a pooled unit shall not affect the validity of said unit as to the tracts or interests not subject to such failure, but the unit may thereafter be revised as hereinafter provided. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any interest or lease to which title has failed or upon which there is or may be an adverse claim. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall describe the lands included in the unit as revised and shall be filed for record in the Conveyance Records of the Parish where the lands herein leased are situated. The revised declaration shall not be retroactive but shall be effective as of the date that it is filed for record. Any unit created by Lessee hereunder shall also be revised so as to conform with an order of a Regulatory Body issued after said unit was originally established; such revision shall be effective as of the effective date of such order without further declaration by Lessee, but such revision shall be limited to the stratum or strata covered by said order and shall not otherwise affect the unit originally created.

3. Lessee, may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or file for record a release or releases of any portion or portions of the lands or any stratum or strata and be relieved of all requirements hereof as to the land, stratum or strata so released; and, in the event of a release of all strata under a portion of the land during the primary term, the rental shall be reduced proportionately, according to acreage. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by or in accordance with the spacing or unit or proration allowable order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit and if no spacing or proration allowable order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well then producing or being drilled or worked on, and one hundred sixty (160) acres around each gas or gas condensate well then producing, or being drilled or worked on or shut in under Paragraph 6 hereof, each of such tracts to be in as near a square form as is practicable. Lessee shall have such rights of way or servitudes affecting the acreage released or forfeited as are necessary for Lessee's operations on the land retained hereunder.

4. Prior to the time that oil, gas or some other mineral is being produced from the leased land or land pooled therewith (or with any part thereof), Lessee may maintain the rights granted during and after the primary term by carrying on operations on said lands or land pooled therewith (or with any part thereof) without the lapse of more than ninety (90) days between abandonment of work on one well and the commencement of operations for drilling or reworking another; and during the primary term such operations may be discontinued and the rights granted maintained by commencing or resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date or the expiration of the primary term bears to the twelve months' period; but, if said ninety (90) days should expire prior to the initial rental paying date or during any year for which rental or other payment has been made, no rental shall be due until the next fixed rental paying date, or, as the case may be, for the balance of the last year of the primary term.

5. If, prior to or after the discovery of oil or gas on the lands held hereunder, a well producing oil or gas in paying quantities for 30 consecutive days should be brought in on adjacent lands not owned by Lessor and not included in a pooled unit containing all or a portion of the lands herein described, Lessee shall drill such offset well to protect the land held hereunder from drainage as and within the time that a reasonable and prudent operator would drill under the same or similar circumstances; it being provided, however, that Lessee shall not be required to drill any such offset well unless the well on adjacent land is within 330 feet of any line of the lands held hereunder, nor shall such offset well be necessary when said lands are being reasonably protected by a well on the leased premises or land pooled therewith (or with any part thereof).

6. After the production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith (or with any part thereof), the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas, or some other mineral is being produced in paying quantities. It is provided, however, that if, after the production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause, and Lessee is not then engaged in drilling or reworking operations, this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) commences or resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. In the event that any well on the land or on property pooled therewith (or with any part thereof), is capable of producing gas or gaseous substances in paying quantities but such minerals are not being produced, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the abandonment of wells drilled. Should such conditions occur or exist at the end of or after the primary term, or within ninety (90) days prior to the expiration thereof, Lessee's rights may be extended beyond and after the primary term by the commencement, resumption or continuance of such payments at the rate and in the manner herein provided for rental payments during the primary term, and for the purpose of computing and making such payments the expiration date of the primary term and each anniversary date thereof shall be considered as a fixed rental paying date; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than five consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil (which includes condensate and other liquid hydrocarbons when separated by lease separator units), one-eighth (1/8) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith or with any part thereof), or in treating such liquids to make them marketable; (b) On gas produced from or attributable to said land and sold, including the gas remaining after the extraction of hydrocarbon products therefrom, one-eighth (1/8) of the market value at the mouth of the well of the gas so sold, including casinghead gas or other gaseous substances. The price to be used in computing the market value at the mouth of the well shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lesser price shall be used in such computation; (c) With respect to gas used other than for operations hereunder, including casinghead gas or other gaseous substances, royalty shall be one-eighth (1/8) of the market value at the mouth of the well as computed in subparagraph (b) above; provided if Lessee is not selling gas under an arms' length contract as provided in subparagraph (b) above, the market value of gas used other than for operations hereunder, including casinghead gas or other gaseous substances, shall be its fair value at the mouth of the well at the time of production but not less than the average of the prices paid under comparable circumstances for gas of like kind and quality from the field from which such gas is being produced, or if no gas is being sold from that field, the average of prices paid under comparable circumstances for gas of like kind and quality in the three nearest fields where sold; (d) On hydrocarbon products extracted and saved by Lessee from gas, casinghead gas or other gaseous substances produced from or attributable to said land by processing such gas through any plant or plants, whether owned or operated by Lessee or any affiliate of Lessee or by a party other than Lessee, one-eighth (1/8) of the net proceeds received by Lessee for such products, said net proceeds being the net amount received by the Lessee after deducting the costs of processing such gas through said plant or plants; (e) Lessee shall have free use of all oil, gas or any component thereof used in lease or unit operations as well as gas, including the components thereof, injected into subsurface strata as hereinafter defined; (f) One Dollar ($1.00) for each ton of 2,240 pounds of sulphur, payable when marketed; and (g) One-eighth (1/8) of the market value at the well or mine of all other minerals produced and saved or mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's such oil at the best market price obtainable and pay Lessor the price received f.o.b. the leased property, less any severance or production tax imposed thereon. Lessee shall have the right to inject gas, water, brine or other fluids into subsurface strata, and no royalties shall be due or computed on any gas or component thereof produced by Lessee and injected into subsurface stratum or strata through a well or wells located either on the land or a pooled unit containing all or a part of the land.

Exhibit D
Eastex Development - Title and Lease History - 001850

842 The Lessee shall be responsible for all damages to timber and growing crops of Lessor caused by Lessee's operations.

9. All provisions hereof shall inure to the benefit of and bind the successors and assigns (in whole or in part) of Lessor and Lessee, (whether by sale, inheritance, assignment, sub-lease or otherwise), but regardless of any actual or constructive notice thereof, no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor or any other owner of rights hereunder, whether resulting from sale or other transfer, inheritance, interdiction, emancipation, attainment of majority or otherwise, shall impose any additional burden on Lessee, or be binding on Lessee for making any payments hereunder unless, at least forty-five (45) days before any such payment is due, the record owner of this lease shall have been furnished with certified copy of recorded instrument or judgment evidencing such sale, transfer or inheritance, or with evidence of such change in status or capacity of Lessor or other party owning rights hereunder. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. A sublessee may, as to the Lessor, exercise the rights and discharge the obligations of the Lessee, without joinder of any sublessor. In the event of an assignment of the lease as to a segregated portion of the land, delay rentals shall be apportioned among the several leasehold owners according to the surface area of each, and default in payment by one shall not affect the rights of others. Any owner of rights under this lease may pay the entire rental payable hereunder and such payment shall be for the benefit of those holding leasehold rights hereunder. If at any time two or more persons are entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rental to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event the Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee shall have sixty (60) days after receipt of such notice in which to commence any operations that are then legally necessary to comply with the requirements hereof. The service of said notice and the lapse of sixty (60) days without Lessee meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause hereunder. It is provided, however, that after production of oil, gas, sulphur, or other mineral has been obtained from the land covered hereby or land pooled therewith (or with any part thereof), this lease shall not be subject to forfeiture or loss, either in whole or in part, for failure to comply with the express or implied obligations of this contract except after final judicial ascertainment of such failure and Lessee has been given a period of sixty (60) days after such final judicial ascertainment to prevent such loss or forfeiture by complying with and discharging the obligations as to which Lessee has been judicially determined to be in default.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners join in the granting of this lease; and the failure of any party named herein as Lessor to sign this lease shall not affect its validity as to those whose signatures appear hereon or on a counterpart hereof.

13. The requirements hereof shall be subject to any State and/or Federal law or order regulating operations on the land. It is further agreed that should Lessee be prevented from complying with any expressed or implied covenants of this lease, from conducting drilling or reworking operations thereon, or from producing oil, gas or other mineral therefrom by reason of scarcity or inability, after effort made in good faith, to obtain equipment or material or authority to use same, or by failure of carriers to transport or furnish facilities for transportation, or by operation of force majeure, any Federal or State law, or any order, rule or regulation of governmental authority, or other cause beyond Lessee's control, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil, gas or other mineral from the leased premises and the time while Lessee is so prevented shall not be counted against Lessee.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

For a continuation of this lease, see Exhibit "A" attached hereto and made a part hereof.

STATE OF_____
PARISH (OR COUNTY) OF_____

On this_____day of_____, ____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that_____executed the same as_____free act and deed.

_____
Notary Public.

STATE OF_____
PARISH (OR COUNTY) OF_____

On this_____day of_____, ____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that_____executed the same as_____free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH OF_____

BEFORE ME, the undersigned Notary Public, on this day personally appeared_____ who, being by me duly sworn, stated under oath that_____was one of the subscribing witnesses to the foregoing instrument and that the same was signed by_____ (Lessor, as above mentioned) in_____presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me_____, ____

_____
Notary Public in and for_____Parish, Louisiana.

STATE OF LOUISIANA
PARISH OF_____

BEFORE ME, the undersigned Notary Public, on this day personally appeared_____ who, being by me duly sworn, stated under oath that_____was one of the subscribing witnesses to the foregoing instrument and that the same was signed by_____ (Lessor, as above mentioned) in_____presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me_____, ____

_____
Notary Public in and for_____Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF_____
PARISH (OR COUNTY) OF_____

ON THIS_____day of_____, ____, before me, appeared_____ to me personally known, who, being by me duly sworn, did say that he is the_____ of the_____and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said_____acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public.

No._____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM

TO

Dated_____, ____

No. of Acres_____ Parish, Louisiana

Term

This instrument was filed for record on the_____day of_____, ____, at_____o'clock_____M., and duly recorded in Book_____, Page_____, of the records of this office.

By_____, Deputy

THE M. L. BATH COMPANIES
BATH GRAN
FORM 42 CPM-NEW SOUTH
LOUISIANA REVISED SIX (6)-POOLING
REV. 2-76.7

EXHIBIT "A"

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated January 5, 2001, by and between Alfred C. Bourdier, et al (Lessor) and Riceland Petroleum Company, (Lessee).

LESSORS:

ALFRED C. BOURDIER, husband of Gayle H. Bourdier, whose mailing address is 1543 Oakwood Drive, Lake Charles, Louisiana 70611

LYNN H. BOURDIER, husband of Eva Cutright Bourdier, whose mailing address is 416 Julius Street, Lake Charles, Louisiana 70601

BERNADINE B. ZIBILICH, widow of William Zibilich, whose mailing address is 125 Valentine Drive, Avondale, Louisiana 70094

ROSE MARIE B. PETITJEAN, divorced from Robert Touchet, whose mailing address is 131 Bob Fitz Road, Apt. 10, Gray, TN 37615

DAVID L. BOURDIER, husband of Janet R. Bourdier, whose mailing address is Post Office Box 762, Patterson, Louisiana 70392

YVETTE B. LAFLEUR, divorced from Elmer LaFleur, whose mailing address is Post Office Box 1658, Marshall, Texas 75661

BERNICE F. BOUDREAUX, widow of Mark Boudreaux, whose mailing address is 2601 Petworth Court, Cincinnati, Ohio, 45236

MARK WARTON BOUDREAUX, husband of Genevieve Boudreaux, whose mailing address is 2601 Petworth Court, Cincinnati, Ohio, 45236

WAYNE BOUDREAUX, husband of vera Boudreaux, whose mailing address is 1165 Ivanhoe Drive, North Muskegan, Michigan 49445

RAYNELL B. CALVIN, wife of Ron Calvin, whose address is 601 Cypress Station, Apt. 302, Houston, Texas 77090

PATRICIA GAY B. MOORE, wife of Bobby C. Moore, whose address is 214 Morton Street, Jennings, Louisiana 70546

NELIA KAREN B. GOLDMAN, wife of James O. Glodman, 2410 Pinehurst, Monroe, Louisiana 71201

BONNA BELLE ANDERSON and **ROY ANDERSON**, wife and husband, whose mailing address is 9069 Seaward Lane, Elton, Louisiana 70532

DOROTHY MAE BRYAN, single, whose mailing address is Post Office Box 1006, Jennings, Louisiana 70546

LOUISIANA BAPTIST CHILDREN'S HOME, MONROE, LOUISIANA, herein represented by John R. Williams, its duly authorized Exectutive Director-Treasurer as per attached resolution, whose mailing address is Post Office Box 4196, Monroe, Louisiana 71211

NANCY W. JOHNSON, widow of Richard W. Johnson, whose mailing address is Post Office Box 190, Welsh, Louisiana 70591

JAMES R. JOHNSON, husband of Jane Johnson, whose mailing address is 11545 Highway 99, Welsh, Louisiana 70591

LAURIE JOHNSON, single, whose mailing address is Post Office Box 190, Welsh, Louisiana 70591

CLARA C. ANGELLE, wife of Warner James Angelle, whose mailing address is 1106 North Cary, Jennings, Louisiana 70546

PATRICK W. JOHNSON, husband of Stacy Johnson, whose mailing address 4911 Perthshire, Baton Rouge, Louisiana 70817

PAUL O. JOHNSON, single, whose mailing address is Post Office 190, Welsh, Louisiana 70591

PATRICK HENRY JOHNSON, husband of Shirley Johnson, whose mailing address is 305 Pellerin Drive, Kenner, Louisiana 70065

ALBERT SIDNEY JOHNSON III, husband of Agnes Johnson, whose mailing address is 10963 Pomegranate Drive, Tucson, Az 85737

MICHAEL DAVID TRAHAN and **CHANDA HOLLIER TRAHAN**, whose mailing address is 111 St. Pascal Road, Lafayette, Louisiana 70508

MARKHAM RAY TRAHAN, JR. and **SUSAN ARABIE TRAHAN**, husband and wife whose mailing address is 1533 Rustic Trail, Allen, Texas 75002

CHRISTOPHER JOHN TRAHAN, single, whose mailing address is 907 Kip Lane, Pinehurst, Texas 77362

ADDITIONAL PROVISIONS:

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. The lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein provided that if it be by rental payments, rentals shall be reduced in proportion to the number of acres covered hereby and included in such unit or units. If at or after the end of the primary term, this lease is being maintained as to a part of the lands by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations or production, lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than **two (2)** years beyond the end of the primary term. Notwithstanding anything herein contained to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of a shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under this paragraph as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of this paragraph shall be applicable.

15. Lessee shall provide, and maintain throughout the life of this lease and through clean-up, liability insurance. Said policy or policies shall insure against any and all liability including environmental liability clean-up.

16. Lessors authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts to wit:

LESSOR	SHARE OF RENTAL	DEPOSITORY
Alfred C. Bourdier	$833.40	Mail direct to Lessor: 1543 Oakwood Dr Lake Charles, La 70611
Lynn H. Bourdier	$104.17	Mail direct to Lessor: 416 Julius Street Lake Charles, La 70601
Bernadine B. Zibilich	$104.17	Mail direct to Lessor: 125 Valentine Dr Avondale, La 70094

LESSOR	SHARE OF RENTAL	DEPOSITORY
Clara C. Angelle	- 0 -	
Patrick W. Johnson	- 0 -	
Paul O. Johnson	- 0 -	
Patrick H. Johnson	$250.00	Mail direct to Lessor 305 Pellerin Drive Kenner, Louisiana 70065
Albert Sidney Johnson, III	$125.00	Mail direct to Lessor 10963 Pomegranate Dr. Tucson, AZ 85737
Michael David Trahan	$20.84	Mail direct to Lessor 111 St. Pascal Road Lafayette, Louisiana 70508
Markham Ray Trahan, Jr.	$20.84	Mail direct to Lessor 1533 Rustic Trail Allen, Texas 75002
Chanda Hollier Trahan	$20.84	Mail direct to Lessor 111 St. Pascal Road Lafayette, Louisiana 70508
Susan Arabie Trahan	$20.84	Mail direct to Lessor 1533 Rustic Trail Allen, Texas 75002
Christopher John Trahan	$41.67	Mail direct to Lessor 907 Kip Lane Pinehurst, Texas 77362

17. This Oil, Gas and Mineral Lease may be executed in any number of counterparts and shall be binding on each party executing the same to the same extent as if all parties had executed one instrument. Such counterpart may be recorded separately or may be combined to form one instrument for recording purposes.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Jake Smith

Jake Smith

ALFRED C. BOURDIER
SS# [redacted]

LYNN H. BOURDIER
SS# [redacted]

LESSOR	SHARE OF RENTAL	DEPOSITORY
Rose Marie B. Petitjean	$104.17	Mail direct to Lessor: 131 Bob Fitz Rd, Apt 10 Gray, Tn 37615
David L. Bourdier	$104.17	Mail direct to Lessor: Post Office Box 762 Patterson, La 70392
Yvette B. LaFleur	$625.00	Mail direct to Lessor: Post Office Box 1658 Marshall, Tx 75661
Bernice F. Boudreaux	$625.00	Mail direct to Lessor: 2601 Petworth Ct Cincinnati, Ohio 45236
Mark Warton Boudreaux	- 0 -	
Wayne Boudreaux	- 0 -	
Raynell B. Calvin	$416.67	Mail direct to Lessor: 601 Cypress Station, Apt 302 Houston, Tx 77090
Patricia Gay B. Moore	$416.67	Mail direct to Lessor: 214 Morton Street Jennings, La 70546
Nelia Karen B. Goldman	$416.67	Mail direct to Lessor: 2410 Pinehurst Monroe, La 71201
Bonna Belle Anderson & Roy Wayne Anderson	$334.00	Mail direct to Lessor: 9069 Seaward Ln Elton, La 70532
Dorothy Mae Bryan	$167.00	Mail direct to Lessor: Post Office Box 1006 Jennings, La 70546
Louisiana Baptist Childrens Home	- 0 -	
Nancy Johnson	$125.00	Mail direct to Lessor: Post Office Box 190 Welsh, La 70591
Laurie Johnson	- 0 -	
James R. Johnson	- 0 -	

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WITNESSES:

Jake Smith

Jake Smith

Jake Smith

Bernadine B. Zibilich
BERNADINE B. ZIBILICH
SS# [redacted]

ROSE MARIE B. PETITJEAN
SS# [redacted]

David L. Bourdier
DAVID L. BOURDIER
SS# [redacted]

YVETTE B. LAFLEUR
SS# [redacted]

BERNICE F. BOUDREAUX
SS# [redacted]

MARK WARTON BOUDREAUX

WAYNE BOUDREAUX

RAYNELL B. CALVIN
SS# [redacted]

Patricia Gay B Moore
PATRICIA GAY B. MOORE
SS# [redacted]

NELIA KAREN B. GOLDMAN
SS# [redacted]

Bonna Belle Anderson
BONNA BELLE ANDERSON
SS# [redacted]

Roy Wayne Anderson
ROY WAYNE ANDERSON
SS# [redacted]

Dorothy Mae Bryan
DOROTHY MAE BRYAN
SS# [redacted]

JOHN R. WILIAMS-LOUISIAN BAPTIST
CHILDREN'S HOME OF MONROE

NANCY W. JOHNSON
SS# [redacted]

WITNESSES:

BERNADINE B. ZIBILICH
SS# [redacted]

ROSE MARIE B. PETITJEAN
SS# [redacted]

DAVID L. BOURDIER
SS# [redacted]

YVETTE B. LAFLEUR
SS# [redacted]

BERNICE F. BOUDREAUX
SS# [redacted]

MARK WARTON BOUDREAUX

WAYNE BOUDREAUX

RAYNELL B. CALVIN
SS# [redacted]

PATRICIA GAY B. MOORE
SS# [redacted]

NELIA KAREN B. GOLDMAN
SS# [redacted]

BONNA BELLE ANDERSON
SS# [redacted]

ROY WAYNE ANDERSON
SS# [redacted]

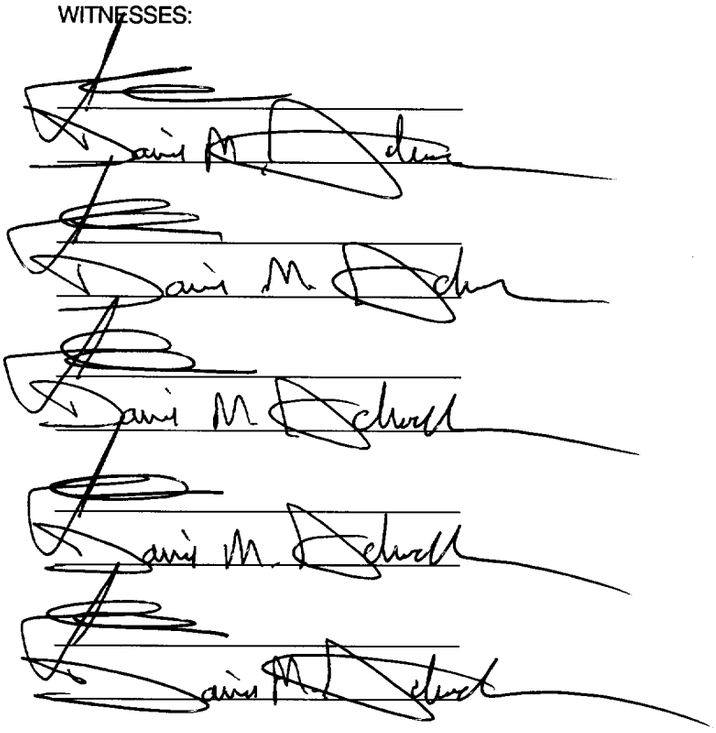
DOROTHY MAE BRYAN
SS# [redacted]

JOHN R. WILIAMS-LOUISIAN BAPTIST
CHILDREN'S HOME OF MONROE

Nancy W. Johnson
NANCY W. JOHNSON
SS# [redacted]

850

WITNESSES:



James R. Johnson
JAMES R. JOHNSON

Laurie Johnson
LAURIE JOHNSON

Clara C. Angelle
CLARA C. ANGELLE

Patrick W. Johnson
PATRICK W. JOHNSON

Paul O. Johnson
PAUL O. JOHNSON

PATRICK HENRY JOHNSON
SS# [redacted]

ALBERT SIDNEY JOHNSON, III
SS# [redacted]

MICHAEL DAVID TRAHAN
SS# [redacted]

CHANDA HOLLIER TRAHAN
SS# [redacted]

MARKHAM RAY TRAHAN, JR.
SS# [redacted]

SUSAN ARABIE TRAHAN
SS# [redacted]

CHRISTOPHER JOHN TRAHAN
SS# [redacted]

WITNESSES:

Laura L. White
Shirley A. Smith

BERNADINE B. ZIBILICH
SS# [redacted]

ROSE MARIE B. PETITJEAN
SS# [redacted]

DAVID L. BOURDIER
SS# [redacted]

Yvette B. LaFleur
YVETTE B. LAFLEUR
SS# [redacted]

BERNICE F. BOUDREAUX
SS# [redacted]

MARK WARTON BOUDREAUX

WAYNE BOUDREAUX

RAYNELL B. CALVIN
SS# [redacted]

PATRICIA GAY B. MOORE
SS# [redacted]

NELIA KAREN B. GOLDMAN
SS# [redacted]

BONNA BELLE ANDERSON
SS# [redacted]

ROY WAYNE ANDERSON
SS# [redacted]

DOROTHY MAE BRYAN
SS# [redacted]

JOHN R. WILIAMS-LOUISIAN BAPTIST
CHILDREN'S HOME OF MONROE

NANCY W. JOHNSON
SS# [redacted]

852

WITNESSES:

Delores H. Clanton

Carolyn Lyons

BERNADINE B. ZIBILICH
SS# [redacted]

Rose Marie B. Petitjean
ROSE MARIE B. PETITJEAN
SS# [redacted]

DAVID L. BOURDIER
SS# [redacted]

YVETTE B. LAFLEUR
SS# [redacted]

BERNICE F. BOUDREAUX
SS# [redacted]

MARK WARTON BOUDREAUX

WAYNE BOUDREAUX

RAYNELL B. CALVIN
SS# [redacted]

PATRICIA GAY B. MOORE
SS# [redacted]

NELIA KAREN B. GOLDMAN
SS# [redacted]

BONNA BELLE ANDERSON
SS# [redacted]

ROY WAYNE ANDERSON
SS# [redacted]

DOROTHY MAE BRYAN
SS# [redacted]

JOHN R. WILIAMS-LOUISIAN BAPTIST
CHILDREN'S HOME OF MONROE

NANCY W. JOHNSON
SS# [redacted]

WITNESSES:

Mary Beth Fongers

Stephanie Elliott

BERNADINE B. ZIBILICH
SS# [redacted]

ROSE MARIE B. PETITJEAN
SS# [redacted]

DAVID L. BOURDIER
SS# [redacted]

YVETTE B. LAFLEUR
SS# [redacted]

BERNICE F. BOUDREAUX
SS# [redacted]

MARK WARTON BOUDREAUX

WAYNE BOUDREAUX

RAYNELL B. CALVIN
SS# [redacted]

PATRICIA GAY B. MOORE
SS# [redacted]

NELIA KAREN B. GOLDMAN
SS# [redacted]

BONNA BELLE ANDERSON
SS# [redacted]

ROY WAYNE ANDERSON
SS# [redacted]

DOROTHY MAE BRYAN
SS# [redacted]

JOHN R. WILIAMS-LOUISIAN BAPTIST
CHILDREN'S HOME OF MONROE

NANCY W. JOHNSON
SS# [redacted]

854

WITNESSES:

JAMES R. JOHNSON

LAURIE JOHNSON

CLARA C. ANGELLE

PATRICK W. JOHNSON

PAUL O. JOHNSON

PATRICK HENRY JOHNSON
SS# [redacted]

ALBERT SIDNEY JOHNSON, III
SS# [redacted]

MICHAEL DAVID TRAHAN
SS# [redacted]

CHANDA HOLLIER TRAHAN
SS# [redacted]

MARKHAM RAY TRAHAN, JR.
SS# [redacted]

SUSAN ARABIE TRAHAN
SS# [redacted]

CHRISTOPHER JOHN TRAHAN
SS# [redacted]

WITNESSES:

Gayle Young

Mrudula J. Patel

Mrudula J. Patel

Marian Mantz

BERNADINE B. ZIBILICH
SS# [redacted]

ROSE MARIE B. PETITJEAN
SS# [redacted]

DAVID L. BOURDIER
SS# [redacted]

YVETTE B. LAFLEUR
SS# [redacted]

Bernice F. Boudreaux

BERNICE F. BOUDREAUX
SS# [redacted]

Mark Warton Boudreaux

MARK WARTON BOUDREAUX

WAYNE BOUDREAUX

RAYNELL B. CALVIN
SS# [redacted]

PATRICIA GAY B. MOORE
SS# [redacted]

NELIA KAREN B. GOLDMAN
SS# [redacted]

BONNA BELLE ANDERSON
SS# [redacted]

ROY WAYNE ANDERSON
SS# [redacted]

DOROTHY MAE BRYAN
SS# [redacted]

JOHN R. WILIAMS-LOUISIAN BAPTIST
CHILDREN'S HOME OF MONROE

NANCY W. JOHNSON
SS# [redacted]

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared John C. Allen who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by ALFRED C. BOURDIER, LYNN H. BOURDIER, BERNADINE B. ZIBILICH, DAVID L. BOURDIER, PATRICIA GAY B. MOORE, BONNA BELLE ANDERSON, ROY WAYNE ANDERSON, DOROTHY MAE BRYAN, PATRICK W. JOHNSON, NANCY W. JOHNSON, JAMES R. JOHNSON, LAURIE JOHNSON, CLARA C. ANGELLE, PATRICK W. JOHNSON and PAUL O. JOHNSON (LESSOR, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me this 16th of April 2001.

Notary Public for Lafayette Parish, Louisiana

STATE OF Texas

PARISH (OR COUNTY) OF Collin

On this 2 day of Feb., 2001 before me personally appeared Markham Ray Trahan, Jr. and Susan Arabie Trahan, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Margaret Spurgin
Notary Public

MARGARET SPURGIN
Notary Public
STATE OF TEXAS
My Comm. Expires 05-23-2003

858

STATE OF Michigan

PARISH (OR COUNTY) OF Muskegon

On this 23rd day of January, 2001 before me personally appeared Wayne Boudreaux, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Vicky S. VanLaan
Notary Public

VICKY S. VANLAAN
Notary Public, Muskegon County, MI
My Commission Expires 01/08/2003

STATE OF TEXAS

~~PARISH~~ (COUNTY) OF HARRISON

On this 17 day of JANUARY, 2001, before me personally appeared Yvette B. Lafleur to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

JANET WELLS
MY COMMISSION EXPIRES
May 21, 2001

Janet Wells
Notary Public

860

STATE OF Ohio

PARISH (OR COUNTY) OF Hamilton

On this 25 day of January, 2001 before me personally appeared Bernice F. Boudreaux and Mark Warton Boudreaux, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

BEVERLY A. KELLY
Notary Public, State of Ohio
My Commission Expires May 11, 2004

Beverly A. Kelly
Notary Public

STATE OF TENNESSEE

PARISH (COUNTY) OF WASHINGTON

On this 15th day of January, 2001, before me personally appeared Rose Marie B. Petitjean to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Joan S. Purvis
Notary Public

My commission expires 1-12-2003

579858

RECEIVED AND FILED
2001 MAY 25 AM 10: 11
CARLTON L. DUHON
CLERK OF COURT
JEFFERSON DAVIS PARISH

ASSIGNMENT AND BILL OF SALE

THE STATE OF LOUISIANA }
}
PARISH OF JEFFERSON DAVIS }

KNOW ALL MEN BY THESE PRESENTS

579858

That, **Mike Hoffman**, whose mailing address is 3414 Chapel Square, Spring, Texas 77388, hereinafter referred to as "Assignor", for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and such additional consideration as recited below, and upon and subject to the exceptions, reservations, conditions and other provisions hereinafter set forth, does hereby GRANT, BARGAIN, SELL, TRANSFER, CONVEY, ASSIGN AND DELIVER, effective as of April 1, 2001, the "Effective Date", to **ENCO RESOURCES, INC.**, with a mailing address of P. O. Box 5738, Humble, Texas, 77325-5738, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to oil, gas and mineral leases described on Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as "Assigned Premises".

Assignor, for the same consideration, does hereby further grant, bargain, sell, transfer, convey, assign and deliver, without warranty or representation of any kind or character, express or implied, all of Assignor's right, title and interest in and to the wells, including salt water disposal, herein referred to as "Wells", and all surface and downhole movable and immovable property, buildings, structures, machinery, equipment and materials located in, on and appurtenant to such wells, buildings or structures located upon the Assigned Premises. All wells, structures, buildings, machinery, material and equipment referred to in this paragraph are hereinafter referred to as "Wells and Appurtenances".

All of Assignor's right, title and interest in and to the Assigned Premises and in and to the Wells and Appurtenances are hereinafter together referred to as the "Assigned Premises".

It is agreed between the parties that this Assignment and Bill of Sale is subject to and conditioned upon the compliance with the following terms:

1. THIS ASSIGNMENT AND BILL OF SALE IS EXECUTED WITHOUT WARRANTY OF TITLE, EITHER EXPRESS OR IMPLIED, WITHOUT ANY EXPRESS OR IMPLIED WARRANT OR REPRESENTATION AS TO THE MERCHANTABILITY OF ANY OF THE WELLS AND APPURTENANCES OR ITS FITNESS FOR ANY PURPOSE, AND WITHOUT ANY OTHER EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION WHATSOEVER. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE HAS INSPECTED THE ASSIGNED INTERESTS AND IS SATISFIED AS TO ITS PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND THAT ASSIGNEE ACCEPTS ALL OF THE SAME IN "AS IS, WHERE IS" CONDITION. IN ADDITION, ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE COMPLETENESS OF ANY DATA, INFORMATION OR MATERIALS HERETOFORE OR HEREINAFTER FURNISHED ASSIGNEE IN CONNECTION WITH THE INTERESTS, OR AS TO THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE INTERESTS OR THE ABILITY OF THE INTERESTS TO PRODUCE HYDROCARBONS. ANY AND ALL SUCH DATA, INFORMATION AND OTHER MATERIALS FURNISHED BY ASSIGNOR IS PROVIDED ASSIGNEE AS A CONVENIENCE AND ANY AND ALL RELIANCE ON OR USE OF THE SAME SHALL BE AT ASSIGNEE'S SOLE RISK.

2. Assignee shall, at the effective date, assume and be responsible for and comply with all duties and obligations of Assignor, express or implied, with respect to the Assigned Interests, including, without limitation, those arising under or by virtue of any lease, contract, agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority (specifically including, without limitation, any governmental or lessor request or requirement to plug, re-plug and/or abandon any well of whatsoever type, status or classification or take any clean-up or other action, with respect to the Assigned Interests, including the removal of all structures, wells and foundations. Assignee shall also defend, indemnify and hold Assignor harmless from any and all claims in connection therewith, except any claims asserted against Assignor prior to the effective date which have been expressly assumed by Assignor in writing.

3. The interest in the Assigned Premises covered hereby is conveyed by Assignor and accepted by Assignee subject to all royalties, overriding royalties, production payments, net profit interests, carried working interest and other payments out of or with respect to production which are of record and to which the Assigned Premises are encumbered, Assignee hereby assumes and agrees to pay, perform or carry as the case may be, each of the royalties, overriding royalties, production payments, net profit interests, carried working interest and other payments out of or with respect to the production, to the extent that any remain a burden on the Assigned Premises herein assigned.

4. Assignee will be liable for and agrees to pay all transactional taxes including but not limited to sales, property, use, lease or similar taxes, ad valorem taxes or recording fees due as a result of this Assignment and Bill of Sale. This Assignment and Bill of Sale is made subject to all and any State and/or Federal Agency approvals as well as any approvals which may be necessary from lessors of the leases with respect to the Assigned Premises. This Assignment and Bill of Sale is made subject to all applicable Joint Operating Agreements and all other applicable agreements.

5. This Assignment and Bill of Sale is effective for all purposes April 1, 2001 at 7:00 A. M. Central Daylight Time. All oil and gas production attributable to the times prior to the effective date, including any oil above the pipeline connection in the tanks located on the Assigned Premises, belong to the Assignor, and the expenses related thereto prior to the effective date shall be born by Assignor. All production and expenses incurred after the effective date will be born by the Assignee.

6. This Assignment and Bill of Sale shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument has been executed this 10th day of April, 2001, but effective April 1, 2001.

ASSIGNOR

WITNESS:

Mike Hoffman

CONNIE M. HELM
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 12-20-2003

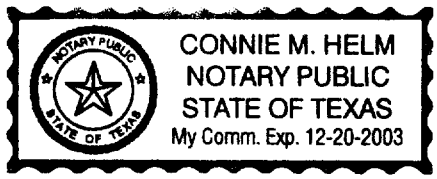
ASSIGNEE

ENCO RESOURCES, INC.

By: _____
Douglas H. Burgess

CONNIE M. HELM
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 12-20-2003

ACKNOWLEDGMENTS



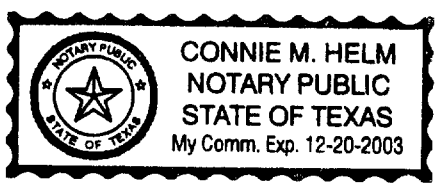
STATE OF TEXAS }

COUNTY OF HARRIS }

Before me, the undersigned, a Notary Public, in and for said county and state, on this day personally appeared Mike Hoffman and acknowledged to me that he executed the above instrument as his free act and deed.
Executed this 10 day of April, 2001.

My Commission Expires: NOTARY PUBLIC

12-20-2003 Connie M. Helm



STATE OF TEXAS }

COUNTY OF HARRIS }

Before me, the undersigned, a Notary Public, in and for said county and state, on this day personally appeared Douglas H. Burgess, President of Enco Resources, Inc., and acknowledged to me that he executed the above instrument as his free act and deed on behalf of Enco Resources, Inc., a Texas corporation.
Executed this 10 day of April, 2001.

My Commission Expires: NOTARY PUBLIC

12-20-2003 Connie M. Helm

EXHIBIT "A"

WELL NAME(S)

Bruce #2

LEASE(S)

Lessor	Lessee	Lease Date		Recording Ref.	
				Book	Doc. #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	45639
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45639
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45639
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45639
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	45639
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45638
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45638
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45638
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	45638
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45638
Texaco, Inc.	Maranatha Minerals Corp	06/04/85	Jefferson Davis, LA	611	46099
Pelto Oil Company	Maranatha Minerals Corp	12/12/85	Jefferson Davis, LA	621	46361

INSOFAR AND ONLY INSOFAR as the above Leases cover lands included within the exterior surface unit boundaries of the MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce #2 well, West Mermentau Field, Jefferson Davis Parish, Louisiana, as created by Order No. 101-H issued by The Office of Conservation on January 13, 1989, effective January 10, 1989 and recorded in the public records in Jefferson Davis Parish, Louisiana at COB 692, File No. 485426.

DR-U:\DATA\WORD96AUC\EXA04.DOC

EXHIBIT "A"

WELL NAME(S)

Bruce #3

LEASE(S)

Lessor	Lessee	Lease Date		Recording Ref.	
				Book	Doc. #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456385
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456387
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456389
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456388
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456386
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456390
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456392
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456394
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456393
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456391
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456384
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456381
Mark W. Boudreaux	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456383
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456382
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456380
Texaco, Inc.	Maranatha Minerals Corp	06/04/85	Jefferson Davis, LA	611	460997

INSOFAR AND ONLY INSOFAR as the above Leases cover lands included within the exterior surface unit boundaries of the 160 acre Cib Haz VU A - Bruce #3 well, Mermentau Field, Jefferson Davis Parish, Louisiana created in that certain Declaration of Unitization and Voluntary Unitization Agreement dated October 27, 1987 and recorded in the records in Jefferson Davis Parish, Louisiana, at Book 679, page 26, File No. 481300.

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EXHIBIT "A"

WELL NAME(S)

Johnson Boudreaux (SWD)

LEASE(S)

Lessor	Lessee	Lease Date		Recording Ref.	
				Book	Doc. #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456385
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456387
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456389
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456388
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456386
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456390
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456392
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456394
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456393
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456391

STATE OF LOUISIANA §
§
PARISH OF JEFFERSON DAVIS §

580073

RECEIVED AND FILED
2001 JUN -5 AM 9:27
CARL E. DUHON
CLERK OF COURT
JEFFERSON DAVIS PARISH

CORRECTION ASSIGNMENT OF OIL AND GAS INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, in that certain Assignment of Oil and Gas Interest dated November 27, 2000, effective June 30, 1996, recorded in Book 907 of COB at Page 347 et seq., File No. 575873 of the Records of Jefferson Davis Parish, Louisiana (the "ASSIGNMENT"), from SAMSON HYDROCARBONS COMPANY, a Delaware corporation (formerly Grace Petroleum Corporation), hereinafter referred to as "HYDROCARBONS", to SAMSON RESOURCES COMPANY, an Oklahoma corporation, hereinafter referred to as "SAMSON", HYDROCARBONS did convey unto SAMSON all of its interest in and to the properties set forth in Exhibit "A" thereto; and

WHEREAS, the Exhibit "A" to the ASSIGNMENT only set forth the property or properties and their general legal description and did not describe fully the oil and gas lease, leases or other interests in which HYDROCARBONS' rights were derived from; and

WHEREAS, it is the wish of HYDROCARBONS and SAMSON to correct said ASSIGNMENT and to amend the Exhibit "A" thereto, and to fully and completely describe the oil and gas lease, leases or other interests applicable to the property or properties subject to the ASSIGNMENT.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, HYDROCARBONS and SAMSON do hereby change, correct, revise and amend the Exhibit "A" to the ASSIGNMENT to properly reflect the applicable oil and gas lease, leases or other interests relative to HYDROCARBONS rights in and to the property or properties as is, more fully and completely set forth in the Revised Exhibit "A" attached hereto, made a part hereof and incorporated by this reference in the Assignment.

Except as herein revised and amended, the aforesaid Assignment shall remain in full force and effect as to all the terms and conditions contained therein.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date of the acknowledgments annexed hereto, but to be effective for all purposes from and after the 30th day of June, 1996.

580073

WITNESSES:

Joni Longmire

Merry L. Boyd

SAMSON HYDROCARBONS COMPANY,
a Delaware corporation

By: _____
Dennis R. Neill, President

WITNESSES:

Joni Longmire

Merry L. Boyd

SAMSON RESOURCES COMPANY,
an Oklahoma corporation

By: _____
Jack A. Canon
Attorney-in-Fact

STATE OF OKLAHOMA §
§
COUNTY OF TULSA §

Be it known, that on this 24th day of the month of May, 2001, before me, the undersigned authority, personally came and appeared Dennis R. Neill as President of Samson Hydrocarbons Company, a Delaware corporation, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

IN WITNESS WHEREOF, the said appearer has signed these presents and I have hereunto affixed my hand and seal, together with said witnesses on the day and date first above written.

Notary Public Oklahoma
OFFICIAL SEAL
LOU ANN BRINSFIELD
TULSA COUNTY
Comm. Exp. 11-30-2004

Lou Ann Brinsfield
Notary Public in and for Tulsa County, Oklahoma

My Commission Expires:

STATE OF OKLAHOMA §
§
COUNTY OF TULSA §

Be it known, that on this 24th day of the month of May, 2001, before me, the undersigned authority, personally came and appeared Jack A. Canon as Attorney-in-Fact of Samson Resources Company, an Oklahoma corporation, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

IN WITNESS WHEREOF, the said appearer has signed these presents and I have hereunto affixed my hand and seal, together with said witnesses on the day and date first above written.

Notary Public Oklahoma
OFFICIAL SEAL
LOU ANN BRINSFIELD
TULSA COUNTY
Comm. Exp. 11-30-2004

Lou Ann Brinsfield
Notary Public in and for Tulsa County, Oklahoma

My Commission Expires:

ATTACHED TO AND MADE A PART OF THAT CERTAIN
CORRECTION ASSIGNMENT OF OIL AND GAS INTEREST BY AND BETWEEN
SAMSON HYDROCARBONS COMPANY AND SAMSON RESOURCES COMPANY
DATED EFFECTIVE THE 30TH DAY OF JUNE, 1996

EXHIBIT "A"

LESSOR:	Ruben Raymond Bruce, et al
LESSEE:	Maranatha Mineral Corporation
LEASE DATE:	January 23, 1984
RECORDING DATA:	COB 595, File No. 456385 of the Records of Jefferson Davis Parish, Louisiana
DESCRIPTION:	That certain tract of land containing 193.86 acres more or less, situated in the Northern portion of Section 39, Township 10 South, Range 3 West and Section 17,Township 10 South, Range 2 West, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962

LESSOR:	Ruben Raymond Bruce, et al
LESSEE:	Maranatha Mineral Corporation
LEASE DATE:	January 23, 1984
RECORDING DATA:	COB 595, File No. 456390 of the Records of Jefferson Davis Parish, Louisiana
DESCRIPTION:	That certain tract of land containing 122.63 acres more or less, situated in the Northern portion of Section 17, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962

END OF EXHIBIT "A"

STATE OF LOUISIANA §
§
PARISH OF JEFFERSON DAVIS §

584656

RECEIVED AND FILED
2001 DEC 20 AM 9:52
CARL [illegible] DUHON
CLERK OF COURT
JEFFERSON DAVIS PARISH

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT, as of 7:00 a.m., C.S.T. on the 1st day of January, 2002, hereinafter called the "Effective Time," the undersigned, SAMSON RESOURCES COMPANY, an Oklahoma corporation, having offices at Samson Plaza, Two West Second Street, Tulsa, Oklahoma 74103, herein called "Assignor," in consideration of Ten Dollars ($10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey, sell, assign, and transfer unto

Willischild Oil and Gas Corp., whose address is
904 G Street, herein called "Assignee," the following interests:
Snyder, OK 73566

i. all of Assignor's right, title, and interest in and to the leases (whether one or more), mineral interests, force pooled interests, interests acquired under contracts, and the lands covered thereby or associated therewith, more fully and completely described on, and subject to any reservations or limitations set forth on, Exhibit "A" attached hereto and made a part hereof (hereinafter collectively referred to as the "Leases"), including all of Assignor's right, title, and interest in and to the wells located upon the Leases, or on lands pooled or unitized with any portion thereof, or on lands located within any governmental drilling and spacing unit which includes any portion thereof, together with all casing, leasehold equipment and personal property in or on, or directly and solely used in connection with, said well or wells (hereinafter collectively referred to as the "Property");

ii. all of Assignor's interest in the production of oil, gas, or other minerals, inclusive of royalties, overriding royalties, production payments, rights to take royalties in kind, or other interests directly attributable to the Leases and Property from and after the Effective Time (hereinafter collectively referred to as "Production");

iii. all of Assignor's interest derived from unit agreements, orders and decisions of state and federal regulatory authorities establishing units, joint operating agreements, enhanced recovery and injection agreements, farmout agreements and farmin agreements, options, drilling agreements, exploration agreements, assignments of operating rights, working interests, subleases and rights above or below certain footage depths or geological formations, to the extent the same are directly attributable to the Leases and Property (hereinafter collectively referred to as the "Agreements"); and

iv. all of Assignor's interest in rights-of-way, easements, servitudes and franchises specifically acquired for, or directly used in connection with, operations for the exploration and production of oil, gas or other minerals on or from the Leases and Property, including the rights to permits and licenses of any nature owned, held or operated in connection with said operations (hereinafter collectively referred to as "Rights-Of-Way").

584656

The Leases, Property, Production, Agreements, and Rights-Of-Way may also be collectively referred to hereafter as the "Interests".

Assignee, in consideration of the mutual benefits to be derived hereunder, and by its acceptance hereof, understands and agrees to the following terms and conditions:

1. As used herein, "Claims" shall include claims, rights, demands, causes of action, liabilities, damages, fines, penalties, judgements or proceedings of any kind or character, whether arising or founded in law, statute, contract, equity or tort, including, without limitation, strict liability, and all costs and fees (including attorneys fees) in connection therewith.

2. As used herein, "Environmental Laws" shall mean any and all laws, statutes, regulations, rules, orders, ordinances, permits or deter7minations of any governmental authority pertaining to health, the environment, wildlife or natural resources in effect in or for the jurisdiction in which the Interests are located, including, without limitation, the Clean Air Act (Air Pollution Control Act), the Clean Water Act, the Federal Water Pollution Act, the Rivers and Harbors Act of 1899, the Safe Drinking Water Act, the National Environmental Policy Act of 1969 (NEPA), the Endangered Species Act, the Fish and Wildlife Conservation Act of 1980, the Fish and Wildlife

Sale #170C
Lot #42

Coordination Act (FWCA), the Oil Pollution Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Superfund Amendments and Reauthorization Act of 1986 (SARA), the Resources Conservation and Recovery Act (RCRA), the Toxic Substance Control Act, the Occupational Safety and Health Act (OSHA), the Hazardous Materials Transportation Act, the Hazardous and Solid Waste Amendments of 1984 (HSWA), and any and all other past, present or future federal, state and local laws, statutes, regulations, rules, orders, ordinances, permits or determinations whose purpose is to conserve or protect health, the environment, wildlife or natural resources, as any of the foregoing or now existing or may hereafter be amended or interpreted.

3. Assignee hereby agrees to assume, be responsible for and comply with all duties and obligations of Assignor, express or implied, with respect to the Interests, including, without limitation, those duties and obligations arising under or by virtue of the Leases, Agreements and Rights-Of-Way, and/or any other lease, contract, agreement, document, permit, applicable statute, rule, regulation or order of any governmental authority (specifically including, without limitation, any governmental request or requirement to plug, re-plug and/or abandon any well of whatsoever type, status or classification, or take any clean-up, restoration, or other action with respect to the Interests). The obligations and duties assumed hereunder include, without limitation, the payment and/or performance of all current and future taxes, leasehold and equipment rentals and release payments, royalties, excess royalties, overriding royalty interests, production payments, net profit obligations, carried working interests and any other matters with which the Interests may be burdened, including any third party billing obligations.

4. Assignee understands that the Interests may be subject to oil and/or gas balancing obligations due to the overproduction or underproduction of hydrocarbons, and further understands the duties and obligations associated therewith. Assignee hereby agrees to assume all duties and obligations associated with any imbalances attributable to the Interests, regardless of whether such imbalances arose, occurred or accrued prior to, on or after the Effective Time hereof.

5. Assignee hereby agrees to assume, be responsible for and comply with all duties and obligations for obtaining any consents which are or may be required by the Leases, Agreements and/or Rights-Of-Way in connection with this Assignment and Bill of Sale ("Assignment").

6. Assignee acknowledges that the Interests have been used for exploration, development and production of oil and gas, and that there may be petroleum, produced water, wastes, or other materials located on, under or associated with the Interests. Equipment and sites included in the Interests may contain asbestos, hazardous substances/materials, including hydrogen sulfide gas, or naturally occurring radioactive material ("NORM"). NORM may affix or attach itself to the inside of wells, materials, and equipment as scale, or in other forms; the wells, materials and equipment located on or included in the Interests may contain NORM and other wastes or hazardous substances/materials; and NORM-containing material and other wastes or hazardous substances/materials may have been buried, come in contact with the soil, or otherwise been disposed of on or around the Interests. Special procedures may be required for the remediation, removal, transportation, or disposal of wastes, asbestos, hazardous substances/materials, including hydrogen sulfide gas, and NORM from the Interests. Assignee shall control, store, handle, transport, and dispose of or discharge all materials, substances, and wastes from the Interests (including produced water, hydrogen sulfide gas, drilling fluids, NORM, and other wastes), whether present before or after the Effective Time, in a safe and prudent manner and in accordance with all applicable Environmental Laws. Assignee shall keep records of the types, amounts, and location of materials, substances, and wastes that are stored, transported, handled, discharged, released, or disposed of onsite and offsite. When any lease terminates, an interest in which has been assigned under this Assignment, Assignee shall take additional testing, assessment, closure, reporting, and remedial action with respect to the Interests as is necessary to satisfy all local, state and federal requirements in effect at that time and necessary to restore the Interests to its proper condition.

7. Assignee shall defend, indemnify and hold Assignor and its affiliates, and the officers, directors, employees or agents of Assignor and its affiliates (hereinafter collectively the "Assignor Group"), harmless from and against any and all Claims relating to all duties and obligations assumed by Assignee pursuant to foregoing paragraphs 3, 4, 5, 6, 11, and 12, or any other duties and obligations assumed by Assignee under this Assignment, regardless of whether any such Claims arose, occurred or accrued prior to, on or after the effective time hereof.

8. Assignee shall further defend, indemnify and hold Assignor Group harmless from and against any and all Claims in favor of any person or entity for injury, illness or death of any person(s) or for damage, loss, pollution or contamination of any property, ground water or the environment, including, without limitation, Claims arising under Environmental Laws, or for any other Claims

arising directly or indirectly from, or incident to, the use, occupation, ownership, operation, condition (whether latent or patent), maintenance or abandonment of any of the Interests, and whether arising from or contributed to by the active, passive, joint, sole or concurrent negligence, gross negligence or strict liability of Assignor Group, or Assignor's contractors or subcontractors or the officers, directors, agents or employees of Assignor's contractors or sub-contractors, including any strict liability under Environmental Laws, regardless of whether any such Claims result from any conditions, events, actions or inactions arising, occurring or accruing prior to, on or after the Effective Time hereof.

9. As to the distribution of production from the Interests, all oil in storage above the pipeline connection or above the value line at the Effective Time hereof shall be credited to Assignor at the then prevailing price for such oil. For Interests operated by Assignor, Assignor shall gauge the oil in storage at the Effective Time. For Interests operated by third parties, the quantity of such oil in storage shall be determined on the same basis as that used for Interests operated by Assignor based on operator reports or applicable state regulatory agency production reports or records. Where actual information is unavailable, Assignor shall use estimates based on the best available information obtained by Assignor.

10. Except as otherwise provided in this Assignment, all proceeds (including proceeds held in suspense or escrow), receipts, credits, and income attributable to the Interests for all periods of time prior to the Effective Time shall belong to Assignor, and all proceeds, receipts, credits, and income attributable to the Interests for all periods of time from and after the Effective Time shall belong to Assignee.

11. Immediately following the execution of this Assignment, Assignee shall, at Assignee's sole cost and expense, secure all lease and operating bonds, permits and other similar documents necessary to operate or own the Interests which may be required by any federal, state or local governmental authority having requisite jurisdiction over the Interests.

12. Within thirty (30) days following the execution of this Assignment, Assignee shall, at Assignee's sole cost and expense:

(a) erect or install such lease and well signs as may be required by applicable laws, rules and regulations indicating that Assignee is the owner and/or operator of the Interests, and shall remove any and all signs from the Interests referring to Assignor;

(b) make all regulatory filings, including "successor" filings with the Federal Energy Regulatory Commission;

(c) obtain all necessary governmental approvals in order to transfer the Interests to Assignee or to transfer the operations of any Interests to Assignee, as may be applicable, and to file or cause to be filed this Assignment and such other documents, if any, as may be required by governmental regulations to transfer the Interests to Assignee, in the appropriate federal, state or local public records; and

(d) perform all testing and/or maintenance of the Interests, and perform all work or operations as may be necessary for the Interests to meet any minimum specifications, as may be required by any federal, state or local governmental authority prior to, or as a condition of, approving the transfer of the Interests to Assignee.

13. Within thirty (30) days following the execution of this Assignment, Assignor shall permit Assignee to take possession, at Assignee's sole risk and expense, of the files, records and data in Assignor's possession relating to the Interests. Provided, however, Assignee shall not receive any of Assignor's legal, tax or financial files, reserve evaluation information, competing bids or seismic, geophysical, geological or other similar information or data. From time to time as requested by Assignor, Assignee shall make such files, records and data available to Assignor for inspection and copying during normal business hours.

14. ASSIGNEE REPRESENTS AND WARRANTS THAT IT HAS INSPECTED THE INTERESTS AND ALL OF ASSIGNOR'S FILES, RECORDS AND DATA ASSOCIATED THEREWITH, AND THAT ASSIGNEE ACCEPTS THE SAME IN THEIR PRESENT CONDITION, AS IS AND WHERE IS.

15. ASSIGNEE REPRESENTS AND WARRANTS THAT ASSIGNEE IS AN EXPERIENCED AND KNOWLEDGEABLE INVESTOR IN OIL AND GAS PROPERTIES, HAS THE FINANCIAL AND BUSINESS EXPERTISE TO EVALUATE THE MERITS AND RISKS OF THE TRANSACTIONS COVERED BY THIS ASSIGNMENT, AND HAS RELIED SOLELY ON THE BASIS OF ITS OWN INDEPENDENT INVESTIGATION OF THE INTERESTS FOR ALL PURPOSES. ASSIGNEE

ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF PERSONS IT DEEMED APPROPRIATE CONCERNING THE CONSEQUENCES OF THE PROVISIONS OF THIS ASSIGNMENT AND HEREBY WAIVES ANY AND ALL RIGHTS TO CLAIM THAT IT IS AN UNSOPHISTICATED INVESTOR IN OIL AND GAS PROPERTIES.

16. ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES (AND THIS ASSIGNMENT IS MADE WITHOUT), ANY REPRESENTATION, COVENANT OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO THE CONDITION OF THE INTERESTS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OR OF CONFORMING TO MODELS OR SAMPLES OF MATERIALS AS TO ANY PERSONAL PROPERTY, FIXTURES OR STRUCTURES CONVEYED HEREIN.

17. ASSIGNOR FURTHER MAKES NO REPRESENTATION, COVENANT OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY FILES, RECORDS OR DATA HERETOFORE OR HEREAFTER FURNISHED ASSIGNEE IN CONNECTION WITH THE INTERESTS, OR AS TO THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE INTERESTS, OR THE ABILITY OF THE INTERESTS TO PRODUCE HYDROCARBONS. ANY AND ALL SUCH FILES, RECORDS AND DATA FURNISHED BY ASSIGNOR IS PROVIDED TO ASSIGNEE AS A CONVENIENCE, AND ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT ASSIGNEE'S SOLE RISK. ASSIGNEE WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SPECIFICALLY INCLUDING SECTION 17.41 ET SEQ., VERNON'S TEXAS CODE ANNOTATED, BUSINESS AND COMMERCE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS, OR ANY SIMILAR STATE OR FEDERAL LAW.

18. AFTER AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF ITS OWN SELECTION, ASSIGNEE ACKNOWLEDGES THAT THE DISCLAIMERS AND WAIVERS GIVEN IN AND UNDER THIS ASSIGNMENT SHALL BE CONSIDERED MATERIAL AND INTEGRAL PARTS OF THIS ASSIGNMENT, WITH CONSIDERATION GIVEN THEREFOR, AND ACKNOWLEDGES THAT ALL DISCLAIMERS AND WAIVERS ARE "CONSPICUOUS" AND, HAVE BEEN BROUGHT TO THE ATTENTION OF ASSIGNEE, AND THAT ASSIGNEE HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL DISCLAIMERS AND WAIVERS.

19. It is the intent of Assignor to convey and this Assignment hereby conveys to Assignee, subject to the reservations and conditions herein contained, all of Assignor's right, title, and interest on the Effective Time hereof in and to the Interests, regardless of the omission of any Lease or Leases, errors in description, any incorrect or misspelled names or any transcribed or incorrect recording references. This Assignment does not convey any right, title, or interest that Assignor might acquire in or to the Interests subsequent to the Effective Time of this Assignment.

TO HAVE AND TO HOLD the same unto the said Assignee forever. The provisions hereof shall be covenants running with the land and shall inure to the benefit of and be binding upon Assignor and Assignee, their respective personal representatives, successors and assigns. This Assignment is made WITHOUT WARRANTY OF TITLE, EITHER EXPRESS OR IMPLIED.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date of the acknowledgments annexed hereto, but to be effective for all purposes from and after the Effective Time.

ASSIGNOR:

SAMSON RESOURCES COMPANY,
an Oklahoma corporation

WITNESSES:

By: _____
Kyle Litterell, Attorney-in-Fact
for Assignor

960

WITNESSES:

Sherry J. Jones

Kathy A. Cox

ASSIGNEE:
Willischild Oil and Gas Corp.

By: Jackie D. Willis
Jackie D. Willis
President

STATE OF OKLAHOMA §
§
COUNTY OF TULSA §

Be it known, that on this 30 day of the month of November, 2001, before me, the undersigned authority, personally came and appeared Kyle Litterell as Attorney-in-Fact of SAMSON RESOURCES COMPANY, an Oklahoma corporation, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

IN WITNESS WHEREOF, the said appearer has signed these presents and I have hereunto affixed my hand and seal, together with said witnesses on the day and date first above written.

Linda K Powell
Linda K. Powell
Notary Public in and for the State of Oklahoma

My Commission Expires:

October 18, 2005

STATE OF TEXAS §
§
PARISH OF HARRIS §

Be it known that on this 11 day of the month of December, 2001, before me, the undersigned authority, personally came and appeared Jackie D. Willis President, to me personally known and known by me to be the person(s) whose genuine signature(s) is/are affixed to the foregoing document, who signed said document before me and in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he/she/they signed the above and foregoing document and as his/her/their own free act and deed and for the uses and purposes therein set forth and apparent.

IN WITNESS WHEREOF the said appearer(s) has/have signed these presents and I have hereunto affixed my hand and seal, together with the said witnesses on the day and date first above written.

MELISSA A. LEE
MY COMMISSION EXPIRES
September 16, 2003

Melissa A Lee (Sign)
Melissa A. Lee (Print Name)
Notary Public in and for
Harris County, Texas

My Commission Expires:

EXHIBIT "A"

WELL: Bruce No. 2
Bruce No. 3
Johnson-Boudreaux-No. 1
Johnson-Boudreaux No. 2 SWD

LOCATION: Section 17, Township 10 South, Range 2 West
Jefferson Davis Parish, Louisiana

OIL AND GAS LEASES

LESSOR: Ruben Raymond Bruce, et al
LESSEE: Maranatha Mineral Corporation
LEASE DATE: January 23, 1984
RECORDING DATA: COB 595, File No. 456385 of the Records of Jefferson Davis Parish, Louisiana
DESCRIPTION: That certain tract of land containing 193.86 acres more or less, situated in the Northern portion of Section 39, Township 10 South, Range 3 West and Section 17, Township 10 South, Range 2 West, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962

LESSOR: Ruben Raymond Bruce, et al
LESSEE: Maranatha Mineral Corporation
LEASE DATE: January 23, 1984
RECORDING DATA: COB 595, File No. 456390 of the Records of Jefferson Davis Parish, Louisiana
DESCRIPTION: That certain tract of land containing 122.63 acres more or less, situated in the Northern portion of Section 17, Township 10 South, Range 2 West and Section 39, Township 10 South, Range 3 West, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962

END OF EXHIBIT "A"

438

584929

UNITED STATES OF AMERICA §
STATE OF TEXAS §
COUNTY OF HARRIS §
CITY OF HOUSTON §

RECEIVED AND FILED
2002 JAN -7 AM 11:25
CARLTON L. DUHON
CLERK OF COURT
JEFFERSON DAVIS PARISH

CERTIFICATE

G. L. Paulson, of lawful age, first being duly sworn on oath, deposes and says:

1. That he is the duly elected, qualified and acting Assistant Secretary of BP America Production Company, formerly known as Amoco Production Company (the "Corporation"), a corporation organized and existing under the laws of the State of Delaware, and certifies to the following:

a. Vastar Resources, Inc. merged with Amoco Production Company on December 31, 2001, with Amoco Production Company being the surviving corporation;

b. On December 31, 2001, Amoco Production Company changed its name to BP America Production Company.

584929

Executed in the City of Houston and State of Texas on this the 31 day of December, 2001.

G. L. Paulson

Subscribed and sworn to before me
this 31 day of December, 2001.

Notary Public, State of Texas

HELEN ZAPALAC
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 05-26-2002

HELEN ZAPALAC
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 05-26-2002

586797

253

RECEIVED AND FILED
2002 MAR 27 AM 9:55
CARLTON L. DUHON
CLERK OF COURT
JEFFERSON DAVIS PARISH

Bruce

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

State of Louisiana

Parish of Jefferson Davis

KNOW ALL MEN BY THESE PRESENTS:

John Wrather whose address is P. O. Box 2272, LongviewTexas 75606, hereinafter referred to as Assignor for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Transfer, Assign and Convey without covenants or warranties of title, either express or implied, unto the herein after named Assignee, his Successors and Assigns, all Right, Title and Interest in and to the property described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with a like interest in all personal property used in connection with such oil and gas leases.

586797

ASSIGNEE: MOP, LLC whose address is 1500 Glenwood Avenue, Oklahoma City, OK 73116-5207

The effective date of this assignment shall be the 1st day of February, 2002.

John Wrather

State of Texas

County of Gregg

This instrument was acknowledged before me on the 21st day January, 2002, by John Wrather

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of January , 2002.

JANIE TATE
MY COMMISSION EXPIRES
November 28, 2002

Commission Expires

Notary Public, State of Texas

EXHIBIT "A"

WELL NAME(S)

Bruce #2

LEASE(S)

Lessor	Lessee	Lease Date		Recording Ref.	
				Book	Doc. #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	45639
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45639
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45639
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45639
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	45639
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45638
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45638
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45638
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	45638
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	45638
Texaco, Inc.	Maranatha Minerals Corp	06/04/85	Jefferson Davis, LA	611	46095
Pelto Oil Company	Maranatha Minerals Corp	12/12/85	Jefferson Davis, LA	621	46361

INSOFAR AND ONLY INSOFAR as the above Leases cover lands included within the exterior surface unit boundaries of the MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce #2 well, West Mermentau Field, Jefferson Davis Parish, Louisiana, as created by Order No. 101-H issued by The Office of Conservation on January 13, 1989, effective January 10, 1989 and recorded in the public records in Jefferson Davis Parish, Louisiana at COB 692, File No. 485426.

DR-U:\DATA\WORD96AUC\EXA04.DOC

EXHIBIT "A"

WELL NAME(S)

Bruce #3

LEASE(S)

Lessor	Lessee	Lease Date		Recording Ref.	
				Book	Doc. #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456385
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456387
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456389
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456388
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456386
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456390
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456392
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456394
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456393
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456391
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456384
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456381
Mark W. Boudreaux	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456383
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456382
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456380
Texaco, Inc.	Maranatha Minerals Corp	06/04/85	Jefferson Davis, LA	611	460997

EXHIBIT "A"

WELL NAME(S)

Johnson Boudreaux (SWD)

LEASE(S)

Lessor	Lessee	Lease Date		Recording Ref.	
				Book	Doc. #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456385
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456387
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456389
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456388
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	Jefferson Davis, LA	595	456386
Reuben Raymond Bruce, et al	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456390
Bernice Foreman Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456392
Mark W. Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456394
Wayne Boudreaux	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456393
Albert Sidney Johnson, III	Maranatha Minerals Corp	01/23/84	Jefferson Davis, LA	595	456391

DR-U:\DATA\WORD\96AUC\EXA06.DOC

INSOFAR AND ONLY INSOFAR as the above Leases cover lands included within the exterior surface unit boundaries of the 160 acre Cib Haz VU A - Bruce #3 well, Mermentau Field, Jefferson Davis Parish, Louisiana created in that certain Declaration of Unitization and Voluntary Unitization Agreement dated October 27, 1987 and recorded in the records in Jefferson Davis Parish, Louisiana, at Book 679, page 26, File No. 481300.

130

592421 RECEIVED AND FILED

2002 DEC -9 PM 1:31

CARLTON L. DUHON

CLERK OF COURT

JEFFERSON DAVIS PARISH

STATE OF LOUISIANA

PARISH OF OUACHITA

CONTRIBUTION OF PROPERTY/DEED

BEFORE ME, the undersigned Notary Public, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

NELIA BRUCE GOLDMAN (SS #[redacted]), nee Bruce, a married woman whose husband is James O. Goldman, dealing herein with her separate and paraphernal property, and a major resident of the Parish of Ouachita State of Louisiana, whose mailing address is 2410 Pinehurst Drive, Monroe, Louisiana, 71201 (hereinafter referred to as "Vendor")

who after being duly sworn declared that Vendor has and does by these presents, GRANT, BARGAIN, SELL, CONVEY AND DELIVER, with full guarantee of title and with complete transfer and subrogation of all rights and actions of warranty against all former owners and proprietors of the property herein conveyed, unto:

NKBG PROPERITES, L.L.C. (TIN #[redacted]) a Louisiana limited liability company, appearing herein by and through its duly authorized Manager, Nelia Bruce Goldman, whose mailing address is 2410 Pinehurst Drive, Monroe, Louisiana, 71201, (hereinafter referred to as "Vendee")

592421

all of Vendor's rights, titles and interests in and to the following described property, together with all buildings and improvements situated thereon, located in the Parish of Jefferson Davis, State of Louisiana and more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD said described property unto said Vendee, its successors and assigns forever.

This sale is made in and for the consideration of Vendee transferring and delivering to Vendor one hundred (100%) percent of the membership interests of Vendee, receipt and sufficiency of which is hereby being acknowledged.

Vendor transfers the above described property to Vendee "as is/where is", without any representations or warranties as to fitness or use.

Vendee does hereby accept title to said property subject to all current easements, rights of way, restrictions, leases, covenants, assignments, reservations and servitudes of record or of use.

Certificates of Mortgage are hereby waived by the parties.

Title examinations of the property were neither requested of nor furnished by the undersigned Notary Public, and the parties agree to hold the Notary, before whom the act is passed, harmless for the non-production thereof.

Taxes for the year 2002 shall be paid by Vendee.

THUS DONE AND SIGNED at my office in the Parish of Ouachita, State of Louisiana, in presence of the undersigned competent witnesses, on this the 13TH day of November, 2002.

WITNESSES:

VENDOR:

Nelia Bruce Goldman

VENDEE:

NKBG PROPERTIES, L.L.C.

By: Nelia Bruce Goldman
Nelia Bruce Goldman, Manager

NOTARY PUBLIC

EXHIBIT "A"

1. 1145.35 acres, more or less, of land in Jefferson Davis Parish, Louisiana, together with all the buildings and improvements thereon, and all the rights, ways, servitudes and other privileges thereunto belonging, being (a) Section thirty-nine in township ten south, of Range three West, La. Meridian, except that portion lying in triangular from west of the east boundary line of Section fourteen if extended through said Section thirty nine; (b) lot two of Fractional Section thirteen in township ten south, of Range three West, La. Meridian; (c) Section seventeen in township ten south, of range two west, La. Meridian, **EXCEPT** the 328 acres, more or less, of swamp timber land lying in the eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on Feby. 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey meadae by E. J. Mead, C. E., dated in 1921, - it being understood, however, that there is included in this sale two tracts of prairie land along the north line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. Alston & Co., and (d) Section eighteen in township ten south, of Range two west of the Louisiana Meridian, lying between the southeast corner of the aforedescribed Section 39, on the West, and the Mermentau River on the east: All as per the annexed plat showing the property hereby conveyed within red lines, except the two tracts of prairie land above referred to, which appear within white lines and are marked, respectively, "Prairie 16.5 ac" and "Prairie 5.5 ac", and which said plat is attached to an Act of Sale by and between Jean Castex, Jr. and Albert Sidney Johnson, et al. Recorded in Conveyance Book 52 at page 240, records of Jefferson Davis Parish, Louisiana; **AND LESS AND EXCEPT:**

(1) That ten acre parcel of land situated in Section 18, Township 10 South, Range 2 West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section 18, Township 10 South, Range 2 West, at a 1¼ inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township 10 South, Range 2 and 3 West; thence South 51°13' East 276.5 feet; thence South 53°00' East 600 feet to a 1¼ inch galvanized pipe, the lower front corner of the Robira 10 acre tract for a point of beginning; thence, following the right bank

of the Mermentau River South 65°30' East 450 feet; thence South 84°00' East 250 feet; thence leaving the River and running South 37°00' West 693.3 feet; thence North 72°06' West 691.5 feet to lower side line of the Robira 10 acres; thence following said line North 37°00' East 693.5 feet to a place of beginning and containing 10 acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux; and

(2) That certain parcel of land comprising 10 acres, more or less, situated in Section 18, Township 10 South, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the corner between Section 18, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a 1¼ inch galvanized pipe; thence South 53° East 272.4 feet to the line between Section 18, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West 921 feet South of the corner between the two said sections; thence South 53° East 327.6 feet to a 1¼ inch galvanized iron pipe; thence North 37° East 726 feet to a 1¼ inch galvanized pipe on the right descending bank of the Mermentau River; thence North 53° West up the right descending bank of the Mermentau River 600 feet to a 1¼ inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing 10 acres.

2. All of Vendor's Royalty interests in Bruce #2 (Property number 51072-02) and in Bruce #3 (Property number 51073-02) wells, located in Jefferson Davis Parish, Louisiana, and currently produced by Enco Resources.

593077

BRUCE 2
BRUCE 3
JOHNSON BOUDREAUX 2 SWD

630

RECEIVED AND FILED

2003 JAN -8 AM 11:23

CARLTON L. DUHON
CLERK OF COURT
JEFFERSON DAVIS PARISH

ASSIGNMENT AND BILL OF SALE

STATE OF LOUISIANA)
) SS.
PARISH OF JEFFERSON DAVIS)

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, WILLISCHILD OIL AND GAS CORP. having offices at 904 G. STREET, SNYDER, OK 73566 herein collectively called "Assignor" , in consideration of Ten Dollars ($10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey, sell, assign, and transfer unto ARJUNA LLC whose address is 2445 S. Zephyr Way Lakewood, Co. 80227. herein called "Assignee", the following interest:

1. all of Assignor's right, title and interest in and to the leases (whether one or more), force pooled interests, interests acquired under contracts, and the lands covered thereby (the "Leases"), more fully and completely described on Exhibit"A" attached hereto and made a part hereof, together with the rights incident thereto and made a part hereof, the personal property appurtenant thereto, or used or obtained in connection with said Leases (herein after collectively referred to as the "Property"); AND for the same consideration stated hereinabove, Assignor does hereby grant, convey, sell, assign, and transfer unto Assignee all of Assignor's right, title, and interest in and to the wells located upon the Leases, or on lands pooled or unitized with any portion thereof, together with all casing, leasehold equipment, and personal property in or on or used in connection with said well or wells, AS IS, AND WHERE IS, WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED;

2. all of Assignor's interest in the production of oil, gas, or other minerals, inclusive of royalties, overriding royalties, production payments, rights to take royalties in kind, or other interests;

3. all of Assignor's interest derived from unit agreements, orders and decisions of state and federal regulatory authorities establishing units, joint operating agreements enhanced recovery and injection agreements, farmout agreements and farmin agreements, options, drilling agreements, exploration agreements, assignments of operating rights, working interests, subleases and rights above or below certain footage depths or geological formations; and

4. all of Assignor's interest in all rights-of-way, easements, servitudes and franchises acquired or used in connection with operations for the exploration and production of oil, gas or other minerals, including the rights to permits and licenses of any nature owned, held or operated in connection with said operations.

Assignee, in consideration of the mutual benefits to be derived hereunder by its acceptance hereof, understands and agrees to the following terms and conditions:

1. Assignee hereby agrees to assume its proportionate part of any and all terms and provisions of the Leases and any and all existing royalties, excess royalties, overriding royalty interests or other burdens out of production with which said Leases may be burdened.

2. Assignee hereby agrees that it has inspected the lands, wells, personal property and equipment assigned and conveyed herein and that it accepts the same in their present condition. As used in this paragraph 2 and the lettered subparagraphs hereunder, "claims" shall include claims, demands, causes of action liabilities, damages, penalties and judgments of any kind or character and all costs and fees in connection therewith, including attorney fees.
   a) Assignee shall (I) upon closing, and as of the effective date hereof, assume and be responsible for and comply with all duties and obligations of Assignor, express or implied, with respect to the interests conveyed herein, including, without limitation, those arising under or by virtue of any lease, contract, agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority (specifically including without limitation, any governmental request or requirement to plug, re-plug and/or abandon any well of whatsoever type, status or classification, or take any clean-up or other action with respect to the Property) and (ii) defend, indemnify and hold Assignor harmless from any and all claims in connection therewith; and

   b) Assignee shall defend, indemnify and hold Assignor harmless from any and all claims in favor of any person for personal injury, death or damage to property or to the environment, or for any other claims arising directly or indirectly from, or incident to, the use, occupation, operation, maintenance or abandonment of any of the interests conveyed herein, or condition of the Property, whether latent or patent, and whether arising from or contributed to by the negligence in any form of Assignor, its agents, employees or contractors, and asserted against Assignee and/or Assignor after the

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c) Notwithstanding anything to the contrary herein, Assignee assumes all rights or obligations associated with gas imbalances attributable to the Property, regardless of when such imbalances accrued.

3. Assignor and Assignee hereby agree, represent, and confirm that they are not related to one another as affiliates, subsidiaries, parents, agents or otherwise and that the Property is being conveyed hereunder pursuant to an arms-length transaction.

It is the Intent of Assignor to convey and this Assignment hereby conveys to Assignee subject to the reservations and conditions herein contained, all of Assignor's right, title, and interest on the effective date hereof in and to the Property, regardless of the omission of any lease or leases, errors in description, any incorrect or misspelled names or any transcribed or incorrect recording references. This Assignment does not convey any right, title, or interest that Assignor might acquire in or to the Property subsequent to the effective date of this Assignment.

TO HAVE AND TO HOLD the same unto the said Assignee forever. The provisions hereof shall be covenants running with the land and shall inure to the benefit of and be binding upon Assignor and Assignee, their respective personal representatives, successors and assigns. This Assignment is WITHOUT WARRANY OF TITLE, EITHER EXPRESS OR IMPLIED.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date of the acknowledgments annexed hereto, but to be effective for all purposes from and after the 1st day of DECEMBER, 2002.

ATTEST: ASSIGNOR:

_____ Jackie D. Willis
JACKIE D. WILLIS
PRESIDENT

STATE OF OKLAHOMA)
)ss.
COUNTY OF KIOWA)

The foregoing instrument was acknowledged before me this 8TH day of NOVEMBER, 2002, by JACKIE D. WILLIS, PRESIDENT of WILLISCHILD OIL AND GAS CORP., an Oklahoma Corporation.

Erma Free
#02006232
Notary Public in and for the State of Oklahoma Commission Expires 03-07-06

ATTEST: ASSIGNEE:

_____ Artuna LLC

STATE OF)
)SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this 5th day of December 2002, by Brian Neary on behalf of Artuna LLC, a Colorado LLC.

E A Hatcher

Notary Public in and for the State of _____, Commission Expires

E A HATCHER
Notary Public
State of Texas
My Commission Expires
September 7, 2005

EXHIBIT "A"

Well: Bruce No. 2
Bruce No. 3
Johnson Boudreaux No. 2
Location: Section 17, Township 10 South, Range 2 West
Jefferson Davis Parish, Louisiana

OIL & GAS LEASES

LESSOR:	Ruben Raymond Bruce, et al
LESSEE:	Maranatha Mineral Corporation
LEASE DATE:	January 23, 1984
RECORDING DATA:	COB 595, File No. 456385 of the Records of Jefferson Davis Parish, Louisiana
DESCRIPTION:	That certain tract of land containing 193.86 acres more of less, situated in the Northern portion of Section 39, Township 10 South, Range 3 West and Section 17, Township 10 South, Range 2 West, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962.

LESSOR:	Ruben Raymond Bruce, et al
LESSEE:	Maranatha Mineral Corporation
LEASE DATE:	January 23, 1984
RECORDING DATA:	COB 595, File No. 456390 of the Records of Jefferson Davis Parish, Louisiana
DESCRIPTION:	That certain tract of land containing 122.63 acres more of less, situated in the Northern portion of Section 17, Township 10 South, Range 2 West and Section 39, Township 10 South, Range 3 West, and lying within the confines of the 10,200' Sand Unit as defined by Conservation Order No. 101-C, dated March 7, 1962.

F 56

RECEIVED AND FILED
2003 FEB 18 PM 12:05
CARLTON L. DUHON
CLERK OF COURT
JEFFERSON DAVIS PARISH

593994

STATE OF LOUISIANA

ACT OF CONTRIBUTION

PARISH OF JEFFERSON DAVIS

BE IT KNOWN, that before us, the undersigned Notaries Public, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

> **RAY NELL BRUCE CALVIN**, (SSN [redacted]) married to and abiding with Ronald Calvin, a person of the full age of majority and a resident of Houston, Texas, whose mailing address is 601 Cypress Station, Apt. 302, Houston, TX 77090; herein dealing with her separate and inherited property; (hereafter sometimes referred to as the "Grantor"),

who declared that, she does hereby irrevocably, GIVE, DONATE, TRANSFER and DELIVER unto:

> **RNBC, L.L.C.**, Tax Identification No. (SSN [redacted]) a Louisiana Limited Liability Company, domiciled in Jefferson Davis Parish, Louisiana, whose principal business address is 503 Cary Avenue, Jennings, Louisiana 70546, and whose mailing address is 301 Cypress Station, Apt. 302, Houston, TX 77090, herein represented by Ray Nell Bruce Calvin, Managing Member; (hereafter sometimes referred to Managing General Member);

all of her right, title and interest in and to the following described property (hereafter sometimes referred to as the "Property"), to-wit:

ITEM OF PROPERTY: IMMOVABLE JEFFERSON DAVIS PARISH:

A. All of her undivided interest in and to the following described property, to-wit:

1145.35 acres, more or less, of land in Jefferson Davis Parish, Louisiana, together with all the buildings and improvements thereon, and all the rights, ways, servitudes and other privileges thereunto belonging, being (a) Section 39, Township 10 South, of Range 3 West, La. Meridian, except that portion lying in triangular from west of the East boundary line of Section 14 if extended through said Section 39; (b) Lot Two (2) of Fractional Section 13 in Township 10 South, of Range 3 West, La. Meridian; (c) Section Seventeen (17) in Township 10 South, of Range 2 West, La. Meridian, **EXCEPT** the 328 acres, more or less, of swamp timber land lying in the Eastern portion thereof, which was sold by Jean Castex and others to A. S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish, and which is shown by a plat of survey made by E. J. Mead, C. E., dated in 1921, - it being understood, however, that there is included in this sale two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. Alston & Co., and (d) Section 18 in Township 10 South, of Range 2 West of the Louisiana Meridian, lying between the Southeast corner of the aforedescribed Section 39, on the West, and the Mermentau River on the East: All as per the annexed plat showing the property hereby conveyed within red lines, except the two tracts of prairie land above referred to, which appear within white lines and are marked, respectively, "Prairie 16.5 ac" and "Prairie 5.5 ac", and which said plat is attached to an Act of Sale by and between Jean Castex, Jr. and Albert Sidney Johnson, et al. Recorded in Conveyance Book 52 at page 240, records of Jefferson Davis Parish, Louisiana; **AND LESS AND EXCEPT: (1)** That

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ten (10) acre parcel of land situated in Section 18, Township 10 South, Range 2 West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc., and which ten (10) acres were sold by said Albert Sidney Johnson and Adolphe C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and which ten (10) acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section 18, Township 10 South, Range 2 West, at a 1¼ inch galvanized iron pipe on the right descending bank of the Mermentau River, on the line between Township 10 South, Range 2 and 3 West; thence South 51°13' East 276.5 feet; thence South 53°00' East 600 feet to a 1¼ inch galvanized pipe, the lower front corner of the Robira 10 acre tract for a point of beginning; thence, following the right bank of the Mermentau River South 65°30' East 450 feet; thence South 84°00' East 250 feet; thence leaving the River and running South 37°00' West 693.3 feet; thence North 72°06' West 691.5 feet to lower side line of the Robira 10 acres; thence following said line North 37°00' East 693.5 feet to a place of beginning and containing 10 acres; as per plat by F. Shutts' Sons, Civil Engineers, attached to said deed; said tract of land is bounded on the North by a ten (10) acre tract owned by John J. Robira, his widow, heirs or assigns, on the East by the Mermentau River and on the South and West by other land of Albert Sidney Johnson and Adolphe C. Boudreaux; and, **(2)** That certain parcel of land comprising 10 acres, more or less, situated in Section 18, Township 10 South, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by Albert Sidney Johnson and Adolphe C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, page 101, of the Records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the corner between Section 18, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West, said corner being on the right descending bank of the Mermentau River; thence South 37° West 368 feet to a 1¼ inch galvanized pipe; thence South 53° East 272.4 feet to the line between Section 18, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West 921 feet South of the corner between the two said sections; thence South 53° East 327.6 feet to a 1¼ inch galvanized iron pipe; thence North 37° East 726 feet to a 1¼ inch galvanized pipe on the right descending bank of the Mermentau River; thence North 53° West up the right descending bank of the Mermentau River 600 feet to a 1¼ inch galvanized pipe; thence South 37° West 358 feet to the point of beginning and containing **10** acres.

ITEM OF PROPERTY: MOVABLE

B. MINERAL RIGHTS/ROYALTIES:

All of her undivided interest of mineral/royalties rights in and to the following:

A 0.02414863 Royalty interest in Bruce #2 (Property number 51072-02) and a 0.2843281 Royalty interest in Bruce #3 (Property number 51073-02) wells, located in Jefferson Davis Parish, Louisiana, and currently produced by Axis Energy Corporation, in the name of Reuben Raymond Bruce and listed under Property Owner Number 65084.

The Managing General Member hereby declares that she accepts the contribution on behalf of **RNBC, L.L.C.**

TO HAVE AND TO HOLD the above described property, with full subrogation of rights in warrant, unto the said Grantee, its heirs, successors and assigns, forever. Grantor declares that this act of contribution is made without warranty of title but with full

subrogation of all rights and actions of warranty that Grantor may have.

Grantor and Grantee acknowledge that the acts of the undersigned Notary in the preparation and execution of this Act of Contribution do not constitute the expression of an opinion as to the validity of the title to the Property and that no title examination of the Property has been prepared by the undersigned Notary.

THUS DONE AND PASSED in Jennings, Jefferson Davis Parish, Louisiana, on the 13th day of February, 2003 in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after a reading of the whole.

WITNESSES:

RAY NELL BRUCE CALVIN, GRANTOR

RNBC, L.L.C., GRANTEE

BY: RAY NELL BRUCE CALVIN
GENERAL MANAGING MEMBER

NOTARY PUBLIC

596566

943

RECEIVED AND FILED
2003 JUN 16 AM 9:31
CARLTON L. DUHON
CLERK OF COURT
JEFFERSON DAVIS PARISH

When recorded mail to:

Noble Energy, Inc.
12600 Northborough, Suite 250
Houston, TX 77067

596566

Noble Energy, Inc.
Secretary's Certificate
With Attached Certificate of Ownership and Merger for:
Energy Development Corporation into Samedan Oil Corporation
And
Samedan Oil Corporation into Noble Energy, Inc.

944

NOBLE ENERGY, INC.

SECRETARY'S CERTIFICATE

BEFORE ME, the undersigned authority, on this day personally appeared Albert D. Hoppe, who after being by me duly sworn, on oath deposed and said:

I, ALBERT D. HOPPE, Senior Vice President, General Counsel and Secretary of NOBLE ENERGY, INC. ("Company"), do hereby certify that attached hereto as Exhibit "A" and incorporated by reference is a true and correct copy of the Certificate of Ownership and Merger, which merges "Energy Development Corporation", a Delaware corporation, with and into "Samedan Oil Corporation", a Delaware corporation, which Certificate was received and filed in the Office of the Secretary of State of the State of Delaware on December 27, 2001, and which merger had an effective date of December 31, 2001.

And further, I, ALBERT D. HOPPE, Senior Vice President, General Counsel and Secretary of the Company, do hereby certify that attached hereto as Exhibit "B" and incorporated herein by reference is a true and correct copy of the Certificate of Ownership and Merger, which merges "Samedan Oil Corporation", a Delaware corporation, with and into "Noble Energy, Inc.", a Delaware corporation, which Certificate was received and filed in the Office of the Secretary of State of the State of Delaware on December 20, 2002, and which merger had an effective date of December 31, 2002.

Witness my hand this 14 day of March, 2003.

ALBERT D. HOPPE
Senior Vice President, General Counsel
and Secretary

State of Texas §
County of Harris §

This instrument was acknowledged before me on this 14 day of March, 2003, by Albert D. Hoppe, as Senior Vice President, General Counsel and Secretary of Noble Energy, Inc., a Delaware corporation, on behalf of said corporation.

Notary Public, State of Texas

IRENE DEARZA
MY COMMISSION EXPIRES
MARCH 17, 2006

My Commission expires: 3/17/06

ADH\Subsidiary Mergers\Secretary's Certificate.doc

Exhibit "A"

945

Delaware

PAGE 1

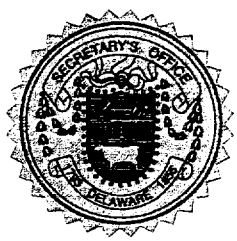
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"ENERGY DEVELOPMENT CORPORATION", A DELAWARE CORPORATION,

WITH AND INTO "SAMEDAN OIL CORPORATION" UNDER THE NAME OF "SAMEDAN OIL CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2001, AT 6 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2001.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

0315911 8100M

020301269

AUTHENTICATION: 1771775

DATE: 05-10-02

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 06:00 PM 12/27/2001
010673637 – 0315911

CERTIFICATE OF OWNERSHIP AND MERGER

of

ENERGY DEVELOPMENT CORPORATION
(a Delaware corporation)

with and into

SAMEDAN OIL CORPORATION
(a Delaware corporation)

(UNDER SECTION 253 OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE)

SAMEDAN OIL CORPORATION, a Delaware corporation, hereby certifies that:

(1) The name and state of incorporation or formation of each of the constituent corporations are:

(a) Samedan Oil Corporation, a Delaware corporation ("Samedan"); and

(b) Energy Development Corporation, a Delaware corporation ("EDC").

(2) Samedan owns 100% of the issued and outstanding shares of the capital stock of EDC.

(3) Samedan shall be the surviving entity in the merger.

(4) Pursuant to Section 253 of the General Corporation Law of the State of Delaware, the Board of Directors of Samedan adopted resolutions, by unanimous written consent, authorizing the merger of EDC with and into Samedan. A copy of such resolutions, adopted by the Board of Directors of Samedan as of December 27, 2001, is attached hereto as Exhibit A.

(5) The Certificate of Incorporation of Samedan shall be the Certificate of Incorporation of the surviving corporation.

(6) The effective date of the merger shall be as of the close of business, on December 31, 2001.

(7) Anything herein or elsewhere to the contrary notwithstanding, this merger may be abandoned by the Board of Directors of Samedan at any time prior to the date of filing the merger with the Secretary of State.

IN WITNESS WHEREOF, Samedan has caused this certificate to be signed by the undersigned on the 27th day of December, 2001.

SAMEDAN OIL CORPORATION, the surviving corporation

By: _____
Charles D. Davidson
President

Exhibit A

Relating to the Merger of Energy Development Corporation with and into Samedan Oil Corporation

WHEREAS, Energy Development Corporation, a Delaware corporation ("EDC"), is a wholly-owned, direct subsidiary of Samedan Oil Corporation, a Delaware corporation ("Samedan"), and

WHEREAS, the Board of Directors of Samedan (the "Board") has determined, in its best business judgment, that it would be in the best interest of Samedan to merge EDC with and into Samedan (the "Merger"); and

WHEREAS, Samedan shall be the surviving entity in the Merger; and

WHEREAS, for federal income tax purposes, the parties intend that the Merger shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and/or as a tax-free liquidation under Section 332 of the Code;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Samedan hereby approves the Merger; and further

RESOLVED, that EDC shall be merged with and into Samedan pursuant to the provisions of Section 253 of the Delaware General Corporation Law (the "DGCL"), and Samedan shall be the surviving entity of the Merger; and further

RESOLVED, that in accordance with the DGCL, as of the close of business on December 31, 2001 on (the "Effective Time"):

(a) the separate existence of EDC shall cease;

(b) Samedan and EDC shall then and thereafter together comprise a single entity, which shall be Samedan;

(c) the title to all real estate and other property owned by EDC shall be deemed to be owned by and vested in Samedan without reversion or impairment; and

(d) Samedan shall assume all the liabilities and obligations of EDC; and further

RESOLVED, that at the Effective Time, each issued and outstanding share of the common stock, no par value, of EDC shall, by virtue of the Merger, be immediately cancelled and retired with no consideration to be paid therefor and all certificates representing such interests shall be cancelled; and further

RESOLVED, that after the Effective Time, each outstanding share of the common stock, par value $10.00 per share, of Samedan shall remain issued and outstanding; and further

RESOLVED, that the Board of Directors of Samedan will serve as the Board of Directors of the surviving entity, and the Bylaws and Certificate of Incorporation of Samedan shall serve as the Bylaws and Certificate of Incorporation of the surviving entity; and further

RESOLVED, that the proper officers of Samedan are hereby authorized and empowered to take or cause to be taken all such further lawful action and to sign, execute, acknowledge, certify, deliver, accept, record and file all such further instruments in the name and on behalf of Samedan as in their judgment shall be necessary, desirable or advisable in order to carry out the intent, and to accomplish the purposes, of the foregoing resolutions pursuant to the applicable provisions of the DGCL; and further

RESOLVED, that all lawful actions heretofore taken by the officers, counsel or representatives of Samedan in connection with the subject of the foregoing resolutions be, and each hereby is, approved, ratified and confirmed in all respects as the act and deed of Samedan.

* * * * *

Exhibit "B"

950

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"SAMEDAN OIL CORPORATION", A DELAWARE CORPORATION,

WITH AND INTO "NOBLE ENERGY, INC." UNDER THE NAME OF "NOBLE ENERGY, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTIETH DAY OF DECEMBER, A.D. 2002, AT 4 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2002, AT 11:59 O'CLOCK P.M.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

0738126 8100M

020798841

AUTHENTICATION: 2171411

DATE: 12-26-02

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:00 PM 12/20/2002
020790899 – 0738126

CERTIFICATE OF OWNERSHIP AND MERGER

of

SAMEDAN OIL CORPORATION
(a Delaware corporation)

with and into

NOBLE ENERGY, INC.
(a Delaware corporation)

(UNDER SECTION 253 OF THE GENERAL
CORPORATION LAW OF THE STATE OF DELAWARE)

NOBLE ENERGY, INC., a Delaware corporation, hereby certifies that:

(1) The name and state of incorporation or formation of each of the constituent corporations are:

(a) Samedan Oil Corporation, a Delaware corporation("Samedan"); and

(b) Noble Energy, Inc., a Delaware corporation ("Noble").

(2) Noble owns 100% of the issued and outstanding shares of the capital stock of Samedan.

(3) Noble shall be the surviving entity in the merger.

(4) Pursuant to Section 253 of the General Corporation Law of the State of Delaware, the Board of Directors of Noble adopted resolutions, by unanimous written consent, authorizing the merger of Samedan with and into Noble. A copy of such resolutions, adopted by the Board of Directors of Noble as of December 10, 2002, is attached hereto as Exhibit A.

(5) The Certificate of Incorporation of Noble shall be the Certificate of Incorporation of the surviving corporation.

(6) The effective date of the merger shall be as of 11:59 p.m. EST, on December 31, 2002.

(7) Anything herein or elsewhere to the contrary notwithstanding, this merger may be abandoned by the Board of Directors of Noble at any time prior to the date of filing the merger with the Secretary of State.

IN WITNESS WHEREOF, Noble has caused this certificate to be signed by the undersigned on the 17th day of December, 2002.

NOBLE ENERGY, INC., the surviving corporation

By: Charles D. Davidson
President

EXHIBIT A

Relating to the Merger of Samedan Oil Corporation with and into Noble Energy, Inc.

WHEREAS, Samedan Oil Corporation, a Delaware corporation ("Samedan"), is a wholly-owned, direct subsidiary of Noble Energy, Inc., a Delaware corporation ("Noble"); and

WHEREAS, the Board of Directors of Noble (the "Board") has determined, in its best business judgment, that it would be in the best interest of Noble to merge Samedan with and into Noble (the "Merger"); and

WHEREAS, Noble would be the surviving entity in the Merger; and

WHEREAS, for federal income tax purposes, the parties intend that the Merger qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and/or as a tax-free liquidation under Section 332 of the Code;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Noble hereby approves the Merger; and further

RESOLVED, that Samedan shall be merged with and into Noble pursuant to the provisions of Section 253 of the Delaware General Corporation Law (the "DGCL"), and Noble shall be the surviving entity of the Merger; and further

RESOLVED, that in accordance with the DGCL, at midnight on December 31, 2002 (the "Effective Time"):

(a) the separate existence of Samedan shall cease;

(b) Noble and Samedan shall then and thereafter together comprise a single entity, which shall be Noble;

(c) title to all real estate and other property and rights owned by Samedan shall be deemed to be owned by, and vested in, Noble without reversion or impairment; and

(d) Noble shall assume all liabilities and obligations of Samedan; and further

RESOLVED, that at the Effective Time, each issued and outstanding share of the common stock, par value $10.00 per share, of Samedan shall, by virtue of the Merger, be immediately cancelled and retired with no consideration to be paid therefor and all certificates representing such interests shall be cancelled; and further

RESOLVED, that after the Effective Time, each outstanding share of the common stock, par value $3.333 per share, of Noble shall remain issued and outstanding; and further

RESOLVED, that the Board of Directors of Noble will serve as the Board of Directors of the surviving entity, and the Bylaws and Certificate of Incorporation of Noble shall serve as the Bylaws and Certificate of Incorporation of the surviving entity; and further

RESOLVED, that the proper officers of Noble are hereby authorized and empowered to take or cause to be taken all such further lawful action and to sign, execute, acknowledge, certify, deliver, accept, record and file all such further instruments in the name and on behalf of Noble as in their judgment shall be necessary, desirable or advisable in order to carry out the intent, and to accomplish the purposes, of the foregoing resolutions pursuant to the applicable provisions of the DGCL; and further

RESOLVED, that all lawful actions heretofore taken by the officers, counsel or representatives of Noble in connection with the subject of the foregoing resolutions be, and each hereby is, approved, ratified and confirmed in all respects as the act and deed of Noble.

* * * * *

THE M. L. BATH COMPANIES
BATH GRAM
FORM 42 CPM-NEW SOUTH
LOUISIANA REVISED SIX (6)-POOLING
REV. 2-76.7

601967

256

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of October 6, 2003

by and between ALFRED C. BOURDIER, et al (REFER TO ATTACHED EXHIBIT "A" FOR A LIST OF LESSORS)

herein called "Lessor" (whether one or more) and ST. MARY ENERGY COMPANY, whose mailing address is

202 Rue Iberville, Suite 110, Lafayette, Louisiana 70508

hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of One Hundred Dollars & Other Valuable/Consideration ($100.00&OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession, storage and transportation of said minerals (either from said land or acreage pooled therewith), and the right to dispose of salt water, with the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads, pipelines and/or canals thereon for operations hereunder or in connection with similar operations on adjoining land, and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

All of the land of Lessor situated in Section 17, Township 10 South, Range 2 West and Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana and not currently under lease to others;

LESS AND EXCEPT: Those lands situated outside the geographic confines of the U BOL M RA SUA, as per Louisiana Office of Conservation Order No. 101-G, dated effective June 7, 1988.

Leaving a balance of 102.53 acres, more or less, leased herein.

Wherever the designation "one-eighth (1/8)" appears in Paragraph 7 below, the designation "one-fourth (1/4)" shall be substituted therefor.

601967

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the rental payments hereinafter provided for, the above described land is estimated to comprise 102.53 acres, whether it actually comprises more or less.

This lease shall be for a term of Three (3) years and No (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith (or with any part thereof), all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on October 6, 2004, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith (or with any part thereof), in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment, or (2) pays to the Lessor a rental of Two Hundred & No/100 Dollars ($200.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's rights in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods Two Hundred & No/100 Dollars ($200.00) per acre for all or that part of the land held hereunder. Payments may be made to the Lessor or may be mailed or delivered for deposit to Lessor's credit in the REFER TO ATTACHED EXHIBIT "A" FOR XXXXX DEPOSITORY INFORMATION Bank of which Bank or its successor shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's rights in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) da after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories. Wherever used in this lease, "operations for drilling", "drilling operations" and "operations" shall be deemed to have been commenced when work is commenced or materials placed on the ground at or near the well site preparatory to the drilling of a well. 251

2. Lessee, at its option, is hereby given the right and power without any further approval from Lessor, at any time and from time to time, to pool or combine the land or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly explore or develop or operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to prevent waste or to avoid the drilling of unnecessary wells or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental officer, tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals. Such pooling shall be of adjacent tracts which will form a reasonably compact (but not necessarily contiguous) body of land for each unit, and the unit or units so created shall not exceed substantially forty (40) acres each for each well for oil exploration or production and substantially one hundred sixty (160) acres each for each well for gas and gas-condensate exploration or production unless a larger spacing pattern or larger drilling or production units (including a field or pool unit) shall have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units shall be the same as fixed by said order. Lessee shall execute and file for record in the Conveyance Records of the Parish in which the land herein leased is situated a declaration describing the pooled acreage; and upon such filing, the unit or units shall thereby become effective, except that when a unit is created by order of a Regulatory Body the pooling shall be effective as of the effective date of such order, and no declaration shall be required in connection therewith. The royalties herein elsewhere specified, and subject to the provisions of Paragraph 10 hereof, shall be computed only on the proportionate part of the production from any pooled unit that is allocated to the land herein described; and unless otherwise allocated by order of a Regulatory Body, the amount of production to be so allocated from each pooled unit shall be that proportion of such total production that the surface area of the land affected hereby and included in the unit bears to the total surface area of all the lands included in such pooled unit. Drilling or reworking operations on or production of oil, gas or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) and as to all strata underlying said land, whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during or after the drilling of the well which is then or thereafter becomes the unit well. Separate units may be created for oil and for gas, or for separate stratum or strata of oil or gas, even though the areas thereof overlap, and the creation of a unit as to one mineral or strata or stratum shall not exhaust the right of Lessee (even as to the same well) to create different or additional units for other minerals or for other strata or stratum of the same or other minerals. The failure of the leasehold title (in whole or in part) to any tract or interest therein included in a pooled unit shall not affect the validity of said unit as to the tracts or interests not subject to such failure, but the unit may thereafter be revised as hereinafter provided. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any interest or lease to which title has failed or upon which there is or may be an adverse claim. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall describe the lands included in the unit as revised and shall be filed for record in the Conveyance Records of the Parish where the lands herein leased are situated. The revised declaration shall not be retroactive but shall be effective as of the date that it is filed for record. Any unit created by Lessee hereunder shall also be revised so as to conform with an order of a Regulatory Body issued after said unit was originally established; such revision shall be effective as of the effective date of such order without further declaration by Lessee, but such revision shall be limited to the stratum or strata covered by said order and shall not otherwise affect the unit originally created.

3. Lessee, may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or file for record a release or releases of any portion or portions of the lands or any stratum or strata and be relieved of all requirements hereof as to the land, stratum or strata so released; and, in the event of a release of all strata under a portion of the land during the primary term, the rental shall be reduced proportionately, according to acreage. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by or in accordance with the spacing or unit or proration allowable order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit and if no spacing or proration allowable order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well then producing or being drilled or worked on, and one hundred sixty (160) acres around each gas or gas condensate well then producing, or being drilled or worked on or shut in under Paragraph 6 hereof, each of such tracts to be in as near a square form as is practicable. Lessee shall have such rights of way or servitudes affecting the acreage released or forfeited as are necessary for Lessee's operations on the land retained hereunder.

4. Prior to the time that oil, gas or some other mineral is being produced from the leased land or land pooled therewith (or with any part thereof), Lessee may maintain the rights granted during and after the primary term by carrying on operations on said lands or land pooled therewith (or with any part thereof) without the lapse of more than ninety (90) days between abandonment of work on one well and the commencement of operations for drilling or reworking another; and during the primary term such operations may be discontinued and the rights granted maintained by commencing or resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date or the expiration of the primary term bears to the twelve months' period; but, if said ninety (90) days should expire prior to the initial rental paying date or during any year for which rental or other payment has been made, no rental shall be due until the next fixed rental paying date, or, as the case may be, for the balance of the last year of the primary term.

5. If, prior to or after the discovery of oil or gas on the lands held hereunder, a well producing oil or gas in paying quantities for 30 consecutive days should be brought in on adjacent lands not owned by Lessor and not included in a pooled unit containing all or a portion of the lands herein described, Lessee shall drill such offset well to protect the land held hereunder from drainage as and within the time that a reasonable and prudent operator would drill under the same or similar circumstances; it being provided, however, that Lessee shall not be required to drill any such offset well unless the well on adjacent land is within 330 feet of any line of the lands held hereunder, nor shall such offset well be necessary when said lands are being reasonably protected by a well on the leased premises or land pooled therewith (or with any part thereof).

6. After the production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith (or with any part thereof), the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas, or some other mineral is being produced in paying quantities. It is provided, however, that if, after the production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause, and Lessee is not then engaged in drilling or reworking operations, this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) commences or resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. In the event that any well on the land or on property pooled therewith (or with any part thereof), is capable of producing gas or gaseous substances in paying quantities but such minerals are not being produced, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the abandonment of wells drilled. Should such conditions occur or exist at the end of or after the primary term, or within ninety (90) days prior to the expiration thereof, Lessee's rights may be extended beyond and after the primary term by the commencement, resumption or continuance of such payments at the rate and in the manner herein provided for rental payments during the primary term, and for the purpose of computing and making such payments the expiration date of the primary term and each anniversary date thereof shall be considered as a fixed rental paying date; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than five consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil (which includes condensate and other liquid hydrocarbons when separated by lease separator units), one-eighth (1/8) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith or with any part thereof), or in treating such liquids to make them marketable; (b) On gas produced from or attributable to said land and sold, including the gas remaining after the extraction of hydrocarbon products therefrom, one-eighth (1/8) of the market value at the mouth of the well of the gas so sold, including casinghead gas or other gaseous substances. The price to be used in computing the market value at the mouth of the well shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lesser price shall be used in such computation; (c) With respect to gas used other than for operations hereunder, including casinghead gas or other gaseous substances, royalty shall be one-eighth (1/8) of the market value at the mouth of the well as computed in subparagraph (b) above; provided if Lessee is not selling gas under an arms' length contract as provided in subparagraph (b) above, the market value of gas used other than for operations hereunder, including casinghead gas or other gaseous substances, shall be its fair value at the mouth of the well at the time of production but not less than the average of the prices paid under comparable circumstances for gas of like kind and quality from the field from which such gas is being produced, or if no gas is being sold from that field, the average of prices paid under comparable circumstances for gas of like kind and quality in the three nearest fields where sold; (d) On hydrocarbon products extracted and saved by Lessee from gas, casinghead gas or other gaseous substances produced from or attributable to said land by processing such gas through any plant or plants, whether owned or operated by Lessee or any affiliate of Lessee or by a party other than Lessee, one-eighth (1/8) of the net proceeds received by Lessee for such products, said net proceeds being the net amount received by the Lessee after deducting the costs of processing such gas through said plant or plants; (e) Lessee shall have free use of all oil, gas or any component thereof used in lease or unit operations as well as gas, including the components thereof, injected into subsurface strata as hereinafter defined; (f) One Dollar ($1.00) for each ton of 2,240 pounds of sulphur, payable when marketed; and (g) One-eighth (1/8) of the market value at the well or mine of all other minerals produced and saved or mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's such oil at the best market price obtainable and pay Lessor the price received f.o.b. the leased property, less any severance or production tax imposed thereon. Lessee shall have the right to inject gas, water, brine or other fluids into subsurface strata, and no royalties shall be due computed on any gas or component thereof produced by Lessee and injected into subsurface stratum or strata through a well or wells located either on the land or a pooled unit containing all or a part of the land.

Exhibit C

8. The Lessee shall be responsible for all damages to timber and growing crops of Lessor caused by Lessee's operations.

9. All provisions hereof shall inure to the benefit of and bind the successors and assigns (in whole or in part) of Lessor and Lessee, (whether by sale, inheritance, assignment, sub-lease or otherwise), but regardless of any actual or constructive notice thereof, no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor or any other owner of rights hereunder, whether resulting from sale or other transfer, inheritance, interdiction, emancipation, attainment of majority or otherwise, shall impose any additional burden on Lessee, or be binding on Lessee for making any payments hereunder unless, at least forty-five (45) days before any such payment is due, the record owner of this lease shall have been furnished with certified copy of recorded instrument or judgment evidencing such sale, transfer or inheritance, or with evidence of such change in status or capacity of Lessor or other party owning rights hereunder. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. A sublessee may, as to the Lessor, exercise the rights and discharge the obligations of the Lessee, without joinder of any sublessor. In the event of an assignment of the lease as to a segregated portion of the land, delay rentals shall be apportioned among the several leasehold owners according to the surface area of each, and default in payment by one shall not affect the rights of others. Any owner of rights under this lease may pay the entire rental payable hereunder and such payment shall be for the benefit of those holding leasehold rights hereunder. If at any time two or more persons are entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rental to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event the Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee shall have sixty (60) days after receipt of such notice in which to commence any operations that are then legally necessary to comply with the requirements hereof. The service of said notice and the lapse of sixty (60) days without Lessee meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause hereunder. It is provided, however, that after production of oil, gas, sulphur, or other mineral has been obtained from the land covered hereby or land pooled therewith (or with any part thereof), this lease shall not be subject to forfeiture or loss, either in whole or in part, for failure to comply with the express or implied obligations of this contract except after final judicial ascertainment of such failure and Lessee has been given a period of sixty (60) days after such final judicial ascertainment to prevent such loss or forfeiture by complying with and discharging the obligations as to which Lessee has been judicially determined to be in default.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners join in the granting of this lease; and the failure of any party named herein as Lessor to sign this lease shall not affect its validity as to those whose signatures appear hereon or on a counterpart hereof.

13. The requirements hereof shall be subject to any State and/or Federal law or order regulating operations on the land. It is further agreed that should Lessee be prevented from complying with any expressed or implied covenants of this lease, from conducting drilling or reworking operations thereon, or from producing oil, gas or other mineral therefrom by reason of scarcity or inability, after effort made in good faith, to obtain equipment or material or authority to use same, or by failure of carriers to transport or furnish facilities for transportation, or by operation of force majeure, any Federal or State law, or any order, rule or regulation of governmental authority, or other cause beyond Lessee's control, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil, gas or other mineral from the leased premises and the time while Lessee is so prevented shall not be counted against Lessee.

~~The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.~~

~~IN WITNESS WHEREOF, this instrument is executed as of the date first above written.~~

~~WITNESSES.~~

REFER TO EXHIBIT "A" ATTACHED HERETO FOR SIGNATURES.

EXHIBIT "A"

Attached to and made a part of that certain Oil, Gas & Mineral Lease dated October 6, 2003, executed by ALFRED C. BOURDIER, ET AL, as Lessor(s), in favor of ST. MARY ENERGY COMPANY as Lessee, covering 102.53 acres, more or less, situated in Section 17, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana.

LESSORS:

ALFRED C. BOURDIER, husband of Gayle H. Bourdier, whose mailing address is 1543 Oakwood Drive, Lake Charles, Louisiana 70611;

LYNN H. BOURDIER, husband of Eva Cutright Bourdier, whose mailing address is 416 Julius Street, Lake Charles, Louisiana 70601;

BERNADINE BOURDIER ZIBLICH, widow of William Ziblich, whose mailing address is 125 Valentine Drive, Avondale, Louisiana 70094;

ROSE MARIE BOURDIER PETITJEAN, divorced from Robert Touchet, whose mailing address is 205 Windridge Colony, Johnson City, TN 37601;

DAVID L. BOURDIER, husband of Janet R. Bourdier, whose mailing address is Post Office Box 762, Patterson, LA 70392;

YVETTE MARIE BOUDREAUX MILLER LAFLEUR, divorced from Elmer LaFleur, whose mailing address is Post Office Box 1658, Marshall, Texas 75671;

MARK WARTON BOUDREAUX, husband of Genevieve Boudreaux, whose mailing address is 2601 Petworth Court, Cincinnati, Ohio 45236;

WAYNE BOUDREAUX, husband of Vera Boudreaux, whose mailing address is 1165 Ivanhoe Drive, North Muskegan, Michigan 49445;

RNBC, L.L.C, represented herein by **RAYNELL B. CALVIN**, President, whose mailing address is 315 Sapphire Drive, College Station, TX 77845;

PATRICIA GAY B. MOORE, wife of Bobby C. Moore, whose mailing address is 214 Morton Street, Jennings, Louisiana 70546;

NKBG PROPERTIES, L.L.C., represented herein by **NELIA KAREN B. GOLDMAN,** President, whose mailing address is 2410 Pinehurst, Monroe, Louisiana 71201;

BONNA BELLE ANDERSON and **ROY ANDERSON**, wife and husband, whose mailing address is 9069 Seaward Lane, Elton, Louisiana 70532;

DOROTHY MAE BRYAN, single, whose mailing address is Post Office Box 1006, Jennings, Louisiana 70546;

LOUISIANA BAPTIST CHILDREN'S HOME, Monroe, Louisiana, herein represented by Dr. A. Perry Hancock, its duly authorized Executive Director-Treasurer as per attached resolution, whose mailing address is Post Office Box 4196, Monroe, Louisiana 71211;

NANCY WATKINS JOHNSON, widow of Richard W, Johnson, whose mailing address is Post Office Box 190, Welsh, Louisiana 70591;

JAMES R. JOHNSON, husband of Jane Johnson, whose mailing address is 11545 Highway 99, Welsh, Louisiana 70591;

LAURIE JOHNSON, single, whose mailing address is Post Office Box 190, Welsh, Louisiana 70591;

CLAIRE C. JOHNSON ANGELLE, wife of Warner James Angelle, whose mailing address is 1106 North Cary, Jennings, Louisiana 70546;

PATRICK W. JOHNSON, husband of Stacy Johnson, whose mailing address is 4911 Perthshire, Baton Rouge, Louisiana 70817;

PAUL O. JOHNSON, single, whose mailing address is Post Office Box 190, Welsh, Louisiana 70591;

PATRICK HENRY JOHNSON, husband of Shirley Johnson, whose mailing address is 305 Pellerin Drive, Kenner, Louisiana 70065;

ALBERT SIDNEY JOHNSON, III, husband of Agnes Johnson, whose mailing address is 10963 Pomegranate Drive, Tucson, Arizona 85737;

MICHAEL DAVID TRAHAN and **CHANDA HOLLIER TRAHAN**, husband and wife, whose mailing address is 315 Vincent Road, Lafayette, Louisiana 70508;

MARKHAM RAY TRAHAN, JR. and **SUSAN ARABIE TRAHAN**, husband and wife, whose mailing address is 1533 Rustic Trail, Allen, Texas 75002;

CHRISTOPHER JOHN TRAHAN, husband of Lisa D. Trahan, whose mailing address is 103 Ashland Court, Lafayette, Louisiana 70508;

ADDITIONAL LEASE PROVISIONS:

14. In the event a portion of the lands herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less that thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there by land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than two (2) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

16. Lessors herein direct Lessee to tender all lease bonus, rental, royalty and other monies due under the terms of this lease in the proportions set out below and Lessors further acknowledge that said payments by Lessee shall maintain the lease in full force and affect. Each Lessor named herein does hereby authorize Lessee to pay or tender any delay rentals accruing under the terms and conditions of this lease to them in accordance with the provisions hereof, or to their credit either in the depository bank hereinabove designated or to their credit in the respective depository set out below, or any successor depository which may be designated as hereinabove provided, and in the following amounts, to-wit:

RENTAL RECIPIENT	RENTAL AMOUNT	DEPOSITORY
ALFRED C. BOURDIER	$3,417.67	Pay direct to Lessor's Mailing Address.
LYNN H. BOURDIER	$427.21	Pay direct to Lessor's Mailing Address.
BERNADINE BOURDIER ZIBLICH	$427.21	Pay direct to Lessor's Mailing Address.
ROSE MARIE BOURDIER PETITJEAN	$427.21	Pay direct to Lessor's Mailing Address.
DAVID L. BOURDIER	$427.21	Pay direct to Lessor's Mailing Address.
YVETTE MARIE BOUDREAUX MILLER LAFLEUR	$2,563.25	Pay direct to Lessor's Mailing Address.
MARK WARTON BOUDREAUX	$1,281.63	Pay direct to Lessor's Mailing Address.
WAYNE BOUDREAUX	$1,281.63	Pay direct to Lessor's Mailing Address.
RNBC, L.L.C.	$1,708.83	Pay direct to Lessor's Mailing Address.
PATRICIA GAY B. MOORE	$1,708.83	Pay direct to Lessor's Mailing Address.

RENTAL RECIPIENT	RENTAL AMOUNT	DEPOSITORY
NKBG PROPERTIES, L.L.C.	$1,708.83	Pay direct to Lessor's Mailing Address.
BONNA BELLE ANDERSON and **ROY ANDERSON**	$1,367.07	Pay direct to Lessor's Mailing Address.
DOROTHY MAE BRYAN	$683.54	Pay direct to Lessor's Mailing Address.
LOUISIANA BAPTIST CHILDREN'S HOME	-0-	Does not apply
NANCY WATKINS JOHNSON	$512.65	Pay direct to Lessor's Mailing Address.
JAMES R. JOHNSON	-0-	Does not apply
LAURIE JOHNSON	-0-	Does not apply
CLAIRE C. JOHNSON ANGELLE	-0-	Does not apply
PATRICK W. JOHNSON	-0-	Does not apply
PAUL O. JOHNSON	-0-	Does not apply
PATRICK HENRY JOHNSON	$1,537.95	Pay direct to Lessor's Mailing Address.
ALBERT SIDNEY JOHNSON, III	$512.65	Pay direct to Lessor's Mailing Address.
MICHAEL DAVID TRAHAN and **CHANDA HOLLIER TRAHAN**	$170.89	Pay direct to Lessor's Mailing Address.
MARKHAM RAY TRAHAN, JR. and **SUSAN ARABIE TRAHAN**	$170.89	Pay direct to Lessor's Mailing Address.
CHRISTOPHER JOHN TRAHAN	$170.89	Pay direct to Lessor's Mailing Address.

It is understood and agreed that the above division or interest covers only the payment of delay rentals and does not purport to cover the ownership of the royalty on production from the property covered by this lease. Lessors agree that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to its interest.

17. Prior to the commencement of any operations for the drilling of a well on the leased premises, Lessee shall cause a survey to be made which shall show the exterior lines of the surface area to be utilized in such proposed operations and the acreage content thereof, and Lessor shall be furnished with a copy of such plat of survey prior to the commencement of operations. Prior to actual entry upon the leased premises, Lessee shall pay to the surface owner a cash sum equal to $1,000.00 per acre for the number of acres of the leased premises so utilized by Lessee in such operations as shown on said plat. Such payment shall be deemed to be surface rental for such area for a period of one (1) year commencing on the date of Lessee's actual entry upon the premises in connection with such operations. Thereafter, until restoration of the premises, and in like manner, Lessee agrees to pay the surface owner an annual surface rental of $1,000.00 per acre for the area which Lessee continues to utilize for its operations, provided that if Lessee shall use a lesser area of the premises, such annual surface rentals shall be computed on the actual acreage of such smaller area shown by a supplemental plat delivered to the surface owner. Said rental shall be tendered in the proportions set out above in Paragraph 16.

18. In the event operations of any kind are conducted upon the premises, the Lessee shall, as near as reasonably practical, return the land to as near its original condition as is practical. Prior to any excavation, Lessee shall remove and stockpile the topsoil. Prior to backfilling any such excavated area, all contaminating chemicals, substances and drilling mud shall be removed from the premises. The excavated area shall be backfilled with clay or other excavated material (excluding the topsoil), compacted to natural ground density, and covered as evenly as reasonably practical with the stockpiled topsoil.

19. It is the intention of Lessor herein to lease any and all interest of Lessor in any and all servitudes, rights-of-way, roads, canals, ditches and/or waterbottoms either upon, adjacent to or traversing the herein described lands, subject to needs and uses of Enco Resources, Inc. It is the understanding of the Lessor that the Lessee will maintain and repair all areas used by Lessee, its contractor, sub-contractors, employees or representatives during the term of this lease..

20. This instrument may be executed in any number of counterparts, each of which shall be binding on the party or parties so signing, regardless of whether all of the owners join in the execution of this agreement. For recording purposes, Lessee may combine the pages containing signatures and acknowledgments with the body and text of one counterpart hereof.

21. Lessee shall insure against any and all liability including environmental clean up due to Lessee's operations hereunder. Prior to Lessee conducting any surface operations hereunder, Lessee will provide an annual Certificate of Insurance as proof that the insurance will be kept in effect for the remainder of the term of the lease. It is specifically understood and agreed between the parties hereto that Lessee shall not incur any additional environmental liability associated with prior existing wells and/or oil and gas production facilities (inclusive of salt water disposal facilities) which are located on Lessor's property.

22. All wells drilled by Lessee hereunder on the leased premises shall be plugged and abandoned in compliance with all state and federal regulations. Specifically, Lessee shall provide Lessor with a written, notarized statement certifying that Lessee has complied with the plugging and abandonment requirements of state wide Order No. 29-B of State of Louisiana and shall furnish a copy of report to Lessor within thirty (30) days of abandonment.

23. All information and notices to Lessor as provided for in this lease shall be deemed delivered when sent to Mr. Alfred C. Bourdier, whose mailing address is 1543 Oakwood Drive, Lake Charles, LA 70611.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Gayle Saundier

Joan M. Young

Joan M Young

Eva C. Bourdier

Joan M. Young

Janet R. Bourdier

LESSORS:

Alfred C. Bourdier
ALFRED C. BOURDIER
SS#[redacted]

Lynn H Bourdier
LYNN H. BOURDIER
SS#[redacted]

BERNADINE BOURDIER ZIBLICH
SS#[redacted]

ROSE MARIE BOURDIER PETITJEAN
SS#[redacted]

David L. Bourdier
DAVID L. BOURDIER
SS#[redacted]

YVETTE MARIE BOUDREAUX MILLER LAFLEUR
SS#[redacted]

MARK WARTON BOUDREAUX
SS#[redacted]

WAYNE BOUDREAUX
SS#[redacted]

21. Lessee shall insure against any and all liability including environmental clean up due to Lessee's operations hereunder. Prior to Lessee conducting any surface operations hereunder, Lessee will provide an annual Certificate of Insurance as proof that the insurance will be kept in effect for the remainder of the term of the lease. It is specifically understood and agreed between the parties hereto that Lessee shall not incur any additional environmental liability associated with prior existing wells and/or oil and gas production facilities (inclusive of salt water disposal facilities) which are located on Lessor's property.

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The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

LESSORS:

ALFRED C. BOURDIER
SS#[redacted]

LYNN H. BOURDIER
SS#[redacted]

BERNADINE BOURDIER ZIBLICH
SS#[redacted]

ROSE MARIE BOURDIER PETITJEAN
SS#[redacted]

DAVID L. BOURDIER
SS#[redacted]

YVETTE MARIE BOUDREAUX MILLER LAFLEUR
SS#[redacted]

MARK WARTON BOUDREAUX
SS#[redacted]

WAYNE BOUDREAUX
SS#[redacted]

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WITNESSES:

LESSORS:

ALFRED C. BOURDIER
SS#[redacted]

LYNN H. BOURDIER
SS#[redacted]

BERNADINE BOURDIER ZIBLICH
SS#[redacted]

ROSE MARIE BOURDIER PETITJEAN
SS#[redacted]

DAVID L. BOURDIER
SS#[redacted]

YVETTE MARIE BOUDREAUX MILLER LAFLEUR
SS#[redacted]

MARK WARTON BOUDREAUX
SS#[redacted]

WAYNE BOUDREAUX
SS#[redacted]

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WITNESSES:

LESSORS:

ALFRED C. BOURDIER
SS#[redacted]

LYNN H. BOURDIER
SS#[redacted]

BERNADINE BOURDIER ZIBLICH
SS#[redacted]

ROSE MARIE BOURDIER PETITJEAN
SS#[redacted]

DAVID L. BOURDIER
SS#[redacted]

YVETTE MARIE BOUDREAUX MILLER LAFLEUR
SS#[redacted]

Tricia Fielden
TRICIA FIELDEN

Beverly A. Kelly
BEVERLY A. KELLY

MARK WARTON BOUDREAUX
SS#[redacted]

WAYNE BOUDREAUX
SS#[redacted]

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The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

_____

_____

_____

_____

_____

_____

Amy O. Coles

Robert Dunn

_____

_____

_____

_____

_____

_____

_____

_____

LESSORS:

_____

ALFRED C. BOURDIER
SS#[redacted]

_____

LYNN H. BOURDIER
SS#[redacted]

_____

BERNADINE BOURDIER ZIBLICH
SS#[redacted]

Rose Marie Bourdier Petitjean

ROSE MARIE BOURDIER PETITJEAN
SS#[redacted]

_____

DAVID L. BOURDIER
SS#[redacted]

_____

YVETTE MARIE BOUDREAUX MILLER LAFLEUR
SS#[redacted]

_____

MARK WARTON BOUDREAUX
SS#[redacted]

_____

WAYNE BOUDREAUX
SS#[redacted]

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WITNESSES:

LESSORS:

ALFRED C. BOURDIER
SS#[redacted]

LYNN H. BOURDIER
SS#[redacted]

BERNADINE BOURDIER ZIBLICH
SS#[redacted]

ROSE MARIE BOURDIER PETITJEAN
SS#[redacted]

DAVID L. BOURDIER
SS#[redacted]

YVETTE MARIE BOUDREAUX MILLER LAFLEUR
SS#[redacted]

MARK WARTON BOUDREAUX
SS#[redacted]

WAYNE BOUDREAUX
SS#[redacted]

CARRIE J MURAT
Notary Public, Muskegon County, MI
My Commission Expires Oct 2, 2021

FT 268

Ronald Calvin

Tony Calvin

RNBC, L.L.C.

Raynee Bruce Calvin

BY:
TIN# [redacted]

PATRICIA GAY B. MOORE
SS# [redacted]

NKBG PROPERTIES, L.L.C.

BY:
TIN#

BONNA BELLE ANDERSON
SS# [redacted]

ROY ANDERSON
SS# [redacted]

DOROTHY MAE BRYAN
SS# [redacted]

LOUISIANA BAPTIST CHILDREN'S HOME

BY: DR. A. PERRY HANCOCK
TIN#

NANCY WATKINS JOHNSON
SS# [redacted]

JAMES R. JOHNSON
SS# [redacted]

LAURIE JOHNSON
SS# [redacted]

CLARA C. JOHNSON ANGELLE
SS# [redacted]

PATRICK W. JOHNSON
SS# [redacted]

Joan M. Young
Bobby C. Moore
Joan M Young

RNBC, L.L.C.

BY:
TIN#

Patricia Gay B Moore
PATRICIA GAY B. MOORE
SS#[redacted]

NKBG PROPERTIES, L.L.C.

BY:
TIN#

Joan M Young
Roy O. Manuel
Joan M Young
Roy O. Manuel
Joan M. Young
J. A. D.

Bonna Belle Anderson
BONNA BELLE ANDERSON
SS#[redacted]

Roy Anderson
ROY ANDERSON
SS#[redacted]

Dorothy Mae Bryan
DOROTHY MAE BRYAN
SS#[redacted]

LOUISIANA BAPTIST CHILDREN'S HOME

BY: DR. A. PERRY HANCOCK
TIN#

Joan M. Young
J. A. D.
Joan M. Young
J. A. D.

Nancy Watkins Johnson
NANCY WATKINS JOHNSON
SS#[redacted]

James R. Johnson
JAMES R. JOHNSON
SS#[redacted]

Joan M. Young
J. A. D.

LAURIE JOHNSON
SS#[redacted]

Claire C. Johnson Angelle
CLAIRE C. JOHNSON ANGELLE
SS#[redacted]

PATRICK W. JOHNSON
SS#[redacted]

RNBC, L.L.C.

BY:
TIN#

PATRICIA GAY B. MOORE
SS#[redacted]

Lora Alexander

Patti C. Newsom

NKBG PROPERTIES, L.L.C.

Delia B Friedman

BY:
TIN#[redacted]

BONNA BELLE ANDERSON
SS#[redacted]

ROY ANDERSON
SS#[redacted]

DOROTHY MAE BRYAN
SS#[redacted]

LOUISIANA BAPTIST CHILDREN'S HOME

BY: DR. A. PERRY HANCOCK
TIN#

NANCY WATKINS JOHNSON
SS#[redacted]

JAMES R. JOHNSON
SS#[redacted]

LAURIE JOHNSON
SS#[redacted]

CLARA C. JOHNSON ANGELLE
SS#[redacted]

PATRICK W. JOHNSON
SS#[redacted]

RNBC, L.L.C.

BY:
TIN#

PATRICIA GAY B. MOORE
SS#[redacted]

NKBG PROPERTIES, L.L.C.

BY:
TIN#

BONNA BELLE ANDERSON
SS#[redacted]

ROY ANDERSON
SS#[redacted]

DOROTHY MAE BRYAN
SS#[redacted]

LOUISIANA BAPTIST CHILDREN'S HOME

BY: DR. A. PERRY HANCOCK
TIN#72 6000696

Samantha Gordon
Carrie Sullivan

NANCY WATKINS JOHNSON
SS#[redacted]

JAMES R. JOHNSON
SS#[redacted]

LAURIE JOHNSON
SS#[redacted]

CLARA C. JOHNSON ANGELLE
SS#[redacted]

PATRICK W. JOHNSON
SS#[redacted]

RNBC, L.L.C.

BY:
TIN#

PATRICIA GAY B. MOORE
SS#[redacted]

NKBG PROPERTIES, L.L.C.

BY:
TIN#

BONNA BELLE ANDERSON
SS#[redacted]

ROY ANDERSON
SS#[redacted]

DOROTHY MAE BRYAN
SS#[redacted]

LOUISIANA BAPTIST CHILDREN'S HOME

BY: DR. A. PERRY HANCOCK
TIN#

NANCY WATKINS JOHNSON
SS#[redacted]

JAMES R. JOHNSON
SS#[redacted]

Felicia G Johnson
C. John Collegeon

Laurie Johnson
LAURIE JOHNSON
SS#[redacted]

CLAIRE C. JOHNSON ANGELLE
SS#[redacted]

PATRICK W. JOHNSON
SS#[redacted]

RNBC, L.L.C.

BY:
TIN#

PATRICIA GAY B. MOORE
SS#[redacted]

NKBG PROPERTIES, L.L.C.

BY:
TIN#

BONNA BELLE ANDERSON
SS#[redacted]

ROY ANDERSON
SS#[redacted]

DOROTHY MAE BRYAN
SS#[redacted]

LOUISIANA BAPTIST CHILDREN'S HOME

BY: DR. A. PERRY HANCOCK
TIN#

NANCY WATKINS JOHNSON
SS#[redacted]

JAMES R. JOHNSON
SS#[redacted]

LAURIE JOHNSON
SS#[redacted]

CLARA C. JOHNSON ANGELLE
SS#[redacted]

Stacy Johnson

David Reynolds

PATRICK W. JOHNSON
SS#[redacted]

274

PAUL O. JOHNSON
SS#[redacted]

PATRICK HENRY JOHNSON
SS#[redacted]

ALBERT SIDNEY JOHNSON, III
SS#[redacted]

MICHAEL DAVID TRAHAN
SS#[redacted]

CHANDA HOLLIER TRAHAN
SS#[redacted]

MARKHAM RAY TRAHAN, JR.
SS#[redacted]

SUSAN ARABIE TRAHAN
SS#[redacted]

CHRISTOPHER JOHN TRAHAN
SS#[redacted]

PAUL O. JOHNSON
SS#[redacted]

PATRICK HENRY JOHNSON
SS#[redacted]

ALBERT SIDNEY JOHNSON, III
SS#[redacted]

MICHAEL DAVID TRAHAN
SS#[redacted]

CHANDA HOLLIER TRAHAN
SS#[redacted]

MARKHAM RAY TRAHAN, JR.
SS#[redacted]

SUSAN ARABIE TRAHAN
SS#[redacted]

CHRISTOPHER JOHN TRAHAN
SS#[redacted]

PAUL O. JOHNSON
SS#[redacted]

PATRICK HENRY JOHNSON
SS#[redacted]

ALBERT SIDNEY JOHNSON, III
SS#[redacted]

Debbie Cosp
Joan M. Young
Debbie Cosp
Joan M. Young
Vicki Cooke
Wm Heath Duncan
Vicki Cooke
Wm Heath Duncan
Debbie Cosp
Joan M. Young

MICHAEL DAVID TRAHAN
SS#[redacted]

CHANDA HOLLIER TRAHAN
SS#[redacted]

MARKHAM RAY TRAHAN, JR.
SS#[redacted]

SUSAN ARABIE TRAHAN
SS#[redacted]

CHRISTOPHER JOHN TRAHAN
SS#[redacted]

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF JEFFERSON }

On this 3rd day of November 2003, before me personally appeared BERNADINE B ZIBILICH,

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that She executed the same as her free act and deed.

David L Valence
Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, ____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA }
PARISH OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____.

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA }
PARISH OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____.

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, ____, before me, appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

_____ d _____ of Acres _____ Parish, Louisiana

_____ s instrument was filed for record on the _____ f _____ at _____ o'clock _____ M., and duly recorded in _____ Page _____ of the records of this office.

_____ Deputy _____

BATH-GRAN
FORM 42 CPM-NEW SOUTH
LOUISIANA REVISED SIX (6)-POOLING
REV. 2-76.7

Exhibit D
Gastex Development - Title and Lease History - 001918

STATE OF Texas }
PARISH (OR COUNTY) OF Harrison }

MELBA J. LANDERS BURNS
Notary Public, State of Texas
My Commission Expires
05-11-04

On this 12th day of November 2003, before me personally appeared Yvette Marie Boudreaux Medley LaFleur, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Melba J Landers Burns
Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, ____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA }
PARISH OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA }
PARISH OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, ____, before me, appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

_____ Parish, Louisiana

_____ of Acres

_____ instrument was filed for record on the _____ at _____ o'clock ____ M., and duly recorded in _____, Page _____, of the records of this office.

_____, Deputy

BATH-O-GRAM
FORM 42 CPM-NEW SOUTH
LOUISIANA REVISED SIX 16F-POOLING
REV. 2-76-7

STATE OF Ohio }
PARISH (OR COUNTY) OF Hamilton }

On this 17 day of November, 2003, before me personally appeared MARK WARTON BOUDREAUX to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

BEVERLY A. KELLY
Notary Public, State of Ohio
My Commission Expires May 11, 2004

Beverly A. Kelly
Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, ____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA }
PARISH OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA }
PARISH OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, ____, before me, appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

_____ Parish, Louisiana

_____ of Acres

This instrument was filed for record on the _____ day of _____, at _____ o'clock ____ M., and duly recorded in _____, Page _____, of the records of this office.

_____, Deputy

BATH ⓑ GRAM
FORM 42 CPM-NEW SOUTH
LOUISIANA REVISED SIX (6)-POOLING
REV. 2-76 7

STATE OF Tennessee }
PARISH (OR COUNTY) OF Washington }

On this 3rd day of November, 2003, before me personally appeared Rose Marie Bourdier Petitjean, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that She executed the same as her free act and deed.

Joan S. Purvis
Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, ____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA }
PARISH OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA }
PARISH OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, ____, before me, appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

_____ rd _____, _____ of Acres _____ Parish, Louisiana

This instrument was filed for record on the _____ day of _____, at _____ o'clock _____ M., and duly recorded in _____ Page _____, of the records of this office.

_____ Deputy _____

BATH-O-GRAM
FORM 42 CPM-NEW SOUTH
LOUISIANA REVISED SIX (6)-POOLING
REV. 2-76 7

Exhibit 6
Castex Development - Title and Lease History - 001921

STATE OF Texas
PARISH (OR COUNTY) OF Brazos

DAWN M. TUCKER
Notary Public, State of Texas
My Commission Expires
JULY 6, 2005

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On this 5 day of Novembe, 2003, before me personally appeared Ray Bruce Calvin, Ronald Calvin + Tracy Morrison to me known to be the person described in and who executed the foregoing instrument, and acknowledged that Ray Bruce Calvin executed the same as HER free act and deed.

Notary Public.

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, ____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

Notary Public.

STATE OF LOUISIANA
PARISH OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____

Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA
PARISH OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____

Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, ____, before me, appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM

TO

_____ Acres

_____ Parish, Louisiana

instrument was filed for record on the _____ at _____ o'clock ____ M., and duly recorded in _____ Page _____ of the records of this office.

_____ Deputy

BATH-O-GRAM
FORM 42 CPM-NEW SOUTH
LOUISIANA REVISED SIX 185-POOLING
REV. 2-76 7

Exhibit
Castex Development - Title and Lease History - 001928

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STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, ____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, ____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA
PARISH OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF Louisiana
PARISH (OR COUNTY) OF Ouachita

ON THIS 3rd day of November, 2003, before me, appeared Nelia B. Gorman to me personally known, who, being by me duly sworn, did say that she is the owner of the NKBG Properties, Llc and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said owner acknowledged said instrument to be the free act and deed of said corporation.

Brenda Wade
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

_____ Parish, Louisiana

This instrument was filed for record on the _____ day of _____, at _____ o'clock ____ M., and duly recorded in _____ Parish, Louisiana, Book _____, Page _____, of the records of this office.

_____ Deputy

BATH GRAN
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED SIX (6)—POOLING
REV. 2-76 7

Exhibit "B"

STATE OF Louisiana }
PARISH (OR COUNTY) OF Ouachita }

On this 3rd day of Nov. 2003, before me personally appeared A. Perry Hancock, who did say that he is duly authorized to sign on behalf of Louisiana Baptist Children's Home, and signed said instrument as the free act and deed of said Louisiana Baptist Children's Home.

~~to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed.~~

Sharon E. Gilbreath
Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, ____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA }
PARISH OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA }
PARISH OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, ____, before me, appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

_____ Acres _____ Parish, Louisiana

This instrument was filed for record on the _____ day of _____, ____, at _____ o'clock _____ M., and duly recorded in _____, Page _____, of the records of this office.

_____, Deputy

BATH-O-GRAM
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED SIX (6)-POOLING
REV. 2-76 7

STATE OF Louisiana

PARISH (OR COUNTY) OF West Baton Rouge

On this 19 day of Dec, 2003, before me personally appeared Laurie Johnson,

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Cheryl D. Blalock
Notary Public.

STATE OF _____

PARISH (OR COUNTY) OF _____

On this _____ day of _____, ____, before me personally appeared _____,

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____.

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____.

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____

PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, ____, before me, appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM

TO

_____ bed, _____, _____ of Acres _____ Parish, Louisiana

_____ his instrument was filed for record on the _____ of _____, ____ at _____ o'clock _____ M., and duly recorded in _____, Page _____, of the records of this office.

_____, Deputy

THE C. L. BATH COMPANIES
BATH-O-GRAM
FORM 42 CPM-NEW SOUTH
LOUISIANA REVISED SIX (6)-POOLING
REV. 2-76-7

STATE OF Louisiana }
PARISH (OR COUNTY) OF East Baton Rouge }

On this 20th day of December, ____, before me personally appeared Patrick W. Johnson to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Shauman Hawkins
Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, ____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE }

BEFORE ME, the undersigned Notary Public, on this day personally appeared Stacy Johnson who, being by me duly sworn, stated under oath that she was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Patrick W. Johnson (Lessor, as above mentioned) in her presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me December 20, 2003

Shauman Hawkins
Notary Public in and for East Baton Rouge Parish, Louisiana.

STATE OF LOUISIANA
PARISH OF East Baton Rouge }

BEFORE ME, the undersigned Notary Public, on this day personally appeared David Reynolds who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Patrick W. Johnson (Lessor, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me December 20, 2003

Shauman Hawkins
Notary Public in and for East Baton Rouge Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, ____, before me, appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

_____ Acres _____ Parish, Louisiana

Instrument was filed for record on the _____ day of _____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____ of the records of this office.

_____ Deputy

BATH-O-GRAM
FORM 42 CPM-NEW SOUTH
LOUISIANA REVISED SIX (6)-POOLING
REV 2.76 7

Exhibit
Castex Development - Title and Lease History - 001926

STATE OF Arizona }
~~PARISH (OR~~ COUNTY) OF Pima }

On this 12th day of November, 2003, ____, before me personally appeared Albert S. Johnson, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed.

SHEILA K. STAHNKE
Notary Public - Arizona
Pima County
My Commission Expires
May 13, 2007

Sheila K. Stahnke
Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, ____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA }
PARISH OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA }
PARISH OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, ____, before me, appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

_____ rd _____, _____ of Acres _____ Parish, Louisiana

_____ s instrument was filed for record on the _____ f _____, at _____ o'clock _____ M., and duly recorded in _____, Page _____, of the records of this office.

_____, Deputy

BATH GRAN
FORM 42 CPM—NEW SOUTH
LOUISIANA REVISED SIX (6)—POOLING
REV. 2-76 7

STATE OF Texas
PARISH (OR COUNTY) OF Collin

On this 21st day of November, 2003, before me personally appeared Markham Ray Trahan, Jr

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

TAMMY W. HALPIN
Notary Public
STATE OF TEXAS
My Comm. Expires 04-05-2005

Notary Public.

STATE OF Texas
PARISH (OR COUNTY) OF Collin

On this 21st day of November, 2003, before me personally appeared Susan Arabie Trahan

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

TAMMY W. HALPIN
Notary Public
STATE OF TEXAS
My Comm. Expires 04-05-2005

Notary Public.

STATE OF LOUISIANA
PARISH OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____

Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA
PARISH OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____

Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, ____, before me, appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM

TO

_____ Acres _____ Parish, Louisiana

This instrument was filed for record on the _____ at _____ o'clock _____ M., and duly recorded in _____ Page _____ of the records of this office.

_____ Deputy

BATH GRAM
FORM 42 CPM-NEW SOUTH
LOUISIANA REVISED SIX (6)-POOLING
REV. 2-76 7

State of Louisiana
Parish of Lafayette

BEFORE ME, the undersigned Notary Public, on this day personally appeared Joan M. Young who, being by me duly sworn, stated under oath that she was one of the subscribing witnesses to the foregoing instrument and that the same was signed by ALFRED C. BOURDIER, LYNN H. BOURDIER, DAVID L. BOURDIER, PATRICIA GAY B. MOORE, BONNA BELLE ANDERSON, ROY ANDERSON, DOROTHY MAE BRYAN, NANCY WATKINS JOHNSON, JAMES R. JOHNSON, CLAIRE C. JOHNSON ANGELLE AND PAUL O. JOHNSON, in her presence and in the presence of the other subscribing witness.

Joan M. Young

SWORN TO AND SUBSCRIBED before me January 30, 2004.

John Mariano

Notary Public in and for Lafayette Parish, LA

John Mariano #42126

State of Louisiana
Parish of Lafayette

BEFORE ME, the undersigned Notary Public, on this day personally appeared Debbie Cosper who, being by me duly sworn, stated under oath that she was one of the subscribing witnesses to the foregoing instrument and that the same was signed by MICHAEL DAVID TRAHAN, CHANDA HOLLIER TRAHAN AND CHRISTOPHER JOHN TRAHAN in her presence and in the presence of the other subscribing witness.

Debbie Cosper

SWORN TO AND SUBSCRIBED before me January 30, 2004.

John Mariano

Notary Public in and for Lafayette Parish, LA

John Mariano #42126

601968

DAIGLE GRAM

FORM 42 CPM-NEW SOUTH
LOUISIANA REVISED SIX 181-POOLING
REV 2 76 7

OIL, GAS AND MINERAL LEASE

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THIS AGREEMENT, entered into effective as of October 6, 2003

by and between PATRICK HENRY JOHNSON, ET AL, (REFER TO ATTACHED EXHIBIT "A" FOR A LIST OF LESSORS)

herein called "Lessor" (whether one or more) and ST. MARY ENERGY COMPANY, whose mailing address is

202 Rue Iberville, Suite 110, Lafayette, Louisiana 70508

hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of One Hundred Dollars & Other Valuable/Consideration ($100.00&OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession, storage and transportation of said minerals (either from said land or acreage pooled therewith), and the right to dispose of salt water, with the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads, pipelines and/or canals thereon for operations hereunder or in connection with similar operations on adjoining land, and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

All of the land of Lessor situated in Section 17, Township 10 South, Range 2 West and Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana and not currently under lease to others;

LESS AND EXCEPT: Those lands situated outside the geographic confines of the U BOL M RA SUA, as per Louisiana Office of Conservation Order No. 101-G, dated effective June 7, 1988.

Leaving a balance of 102.53 acres, more or less, leased herein.

Wherever the designation "one-eighth (1/8)" appears in Paragraph 7 below, the designation "one-fourth (1/4)" shall be substituted therefor.

601968

RECORDED FEB 25

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the rental payments hereinafter provided for, the above described land is estimated to comprise 102.53 acres, whether it actually comprises more or less.

This lease shall be for a term of Three (3) years and No (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith (or with any part thereof), all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on October 6, 2004, unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith (or with any part thereof), in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment, or (2) pays to the Lessor a rental of Two Hundred & No/100 Dollars ($200.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's rights in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods, Two Hundred & No/100 Dollars ($200.00) per acre for all or that part of the land held hereunder. Payments may be made to the Lessor or may be mailed or delivered for deposit to Lessor's credit in the REFER TO ATTACHED EXHIBIT "A" FOR XXXXX DEPOSITORY INFORMATION Bank at which Bank or its successor shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's rights in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories. Wherever used in this lease, "operations for drilling", "drilling operations" and "operations" shall be deemed to have been commenced when work is commenced or materials placed on the ground at or near the well site preparatory to the drilling of a well.

2. Lessee, at its option, is hereby given the right and power without any further approval from Lessor, at any time and from time to time, to pool or combine the land or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly explore or develop or operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to prevent waste or to avoid the drilling of unnecessary wells or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental officer, tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals. Such pooling shall be of adjacent tracts which will form a reasonably compact (but not necessarily contiguous) body of land for each unit, and the unit or units so created shall not exceed substantially forty (40) acres each for each well for oil exploration or production and substantially one hundred sixty (160) acres each for each well for gas and gas-condensate exploration or production unless a larger spacing pattern or larger drilling or production units (including a field or pool unit) shall have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units shall be the same as fixed by said order. Lessee shall execute and file for record in the Conveyance Records of the Parish in which the land herein leased is situated a declaration describing the pooled acreage; and upon such filing, the unit or units shall thereby become effective, except that when a unit is created by order of a Regulatory Body the pooling shall be effective as of the effective date of such order, and no declaration shall be required in connection therewith. The royalties herein elsewhere specified, and subject to the provisions of Paragraph 10 hereof, shall be computed only on the proportionate part of the production from any pooled unit that is allocated to the land herein described; and unless otherwise allocated by order of a Regulatory Body, the amount of production to be so allocated from each pooled unit shall be that proportion of such total production that the surface area of the land affected hereby and included in the unit bears to the total surface area of all the lands included in such pooled unit. Drilling or reworking operations on or production of oil, gas or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) and as to all strata underlying said land, whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during or after the drilling of the well which is then or thereafter becomes the unit well. Separate units may be created for oil and for gas, or for separate stratum or strata of oil or gas, even though the areas thereof overlap, and the creation of a unit as to one mineral or strata or stratum shall not exhaust the right of Lessee (even as to the same well) to create different or additional units for other minerals or for other strata or stratum of the same or other minerals. The failure of the leasehold title (in whole or in part) to any tract or interest therein included in a pooled unit shall not affect the validity of said unit as to the tracts or interests not subject to such failure, but the unit may thereafter be revised as hereinafter provided. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any interest or lease to which title has failed or upon which there is or may be an adverse claim. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall describe the lands included in the unit as revised and shall be filed for record in the Conveyance Records of the Parish where the lands herein leased are situated. The revised declaration shall not be retroactive but shall be effective as of the date that it is filed for record. Any unit created by Lessee hereunder shall also be revised so as to conform with an order of a Regulatory Body issued after said unit was originally established; such revision shall be effective as of the effective date of such order without further declaration by Lessee, but such revision shall be limited to the stratum or strata covered by said order and shall not otherwise affect the unit originally created.

3. Lessee, may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or file for record a release or releases of any portion or portions of the lands or any stratum or strata and be relieved of all requirements hereof as to the land, stratum or strata so released; and, in the event of a release of all strata under a portion of the land during the primary term, the rental shall be reduced proportionately, according to acreage. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by or in accordance with the spacing or unit or proration allowable order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit and if no spacing or proration allowable order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well then producing or being drilled or worked on, and one hundred sixty (160) acres around each gas or gas condensate well then producing, or being drilled or worked on or shut in under Paragraph 6 hereof, each of such tracts to be in as near a square form as is practicable. Lessee shall have such rights of way or servitudes affecting the acreage released or forfeited as are necessary for Lessee's operations on the land retained hereunder.

4. Prior to the time that oil, gas or some other mineral is being produced from the leased land or land pooled therewith (or with any part thereof), Lessee may maintain the rights granted during and after the primary term by carrying on operations on said lands or land pooled therewith (or with any part thereof) without the lapse of more than ninety (90) days between abandonment of work on one well and the commencement of operations for drilling or reworking another; and during the primary term such operations may be discontinued and the rights granted maintained by commencing or resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date or the expiration of the primary term bears to the twelve months' period; but, if said ninety (90) days should expire prior to the initial rental paying date or during any year for which rental or other payment has been made, no rental shall be due until the next fixed rental paying date, or, as the case may be, for the balance of the last year of the primary term.

5. If, prior to or after the discovery of oil or gas on the lands held hereunder, a well producing oil or gas in paying quantities for 30 consecutive days should be brought in on adjacent lands not owned by Lessor and not included in a pooled unit containing all or a portion of the lands herein described, Lessee shall drill such offset well to protect the land held hereunder from drainage as and within the time that a reasonable and prudent operator would drill under the same or similar circumstances; it being provided, however, that Lessee shall not be required to drill any such offset well unless the well on adjacent land is within 330 feet of any line of the lands held hereunder, nor shall such offset well be necessary when said lands are being reasonably protected by a well on the leased premises or land pooled therewith (or with any part thereof).

6. After the production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith (or with any part thereof), the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas, or some other mineral is being produced in paying quantities. It is provided, however, that if, after the production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause, and Lessee is not then engaged in drilling or reworking operations, this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) commences or resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. In the event that any well on the land or on property pooled therewith (or with any part thereof), is capable of producing gas or gaseous substances in paying quantities but such minerals are not being produced, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the abandonment of wells drilled. Should such conditions occur or exist at the end of or after the primary term, or within ninety (90) days prior to the expiration thereof, Lessee's rights may be extended beyond and after the primary term by the commencement, resumption or continuance of such payments at the rate and in the manner herein provided for rental payments during the primary term, and for the purpose of computing and making such payments the expiration date of the primary term and each anniversary date thereof shall be considered as a fixed rental paying date; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than five consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil (which includes condensate and other liquid hydrocarbons when separated by lease separator units), one-eighth (1/8) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith or with any part thereof), or in treating such liquids to make them marketable; (b) On gas produced from or attributable to said land and sold, including the gas remaining after the extraction of hydrocarbon products therefrom, one-eighth (1/8) of the market value at the mouth of the well of the gas so sold, including casinghead gas or other gaseous substances. The price to be used in computing the market value at the mouth of the well shall be the price received by Lessee under an arms' length gas sales contract prudently negotiated in the light of the facts and circumstances existing at the time of consummation of such contract; provided, however, should Lessee by virtue of any order by any regulatory body, state or federal, receive less than the price provided for in any gas sales contract entered into by Lessee, such lesser price shall be used in such computation; (c) With respect to gas used other than for operations hereunder, including casinghead gas or other gaseous substances, royalty shall be one-eighth (1/8) of the market value at the mouth of the well as computed in subparagraph (b) above; provided if Lessee is not selling gas under an arms' length contract as provided in subparagraph (b) above, the market value of gas used other than for operations hereunder, including casinghead gas or other gaseous substances, shall be its fair value at the mouth of the well at the time of production but not less than the average of the prices paid under comparable circumstances for gas of like kind and quality from the field from which such gas is being produced, or if no gas is being sold from that field, the average of prices paid under comparable circumstances for gas of like kind and quality in the three nearest fields where sold; (d) On hydrocarbon products extracted and saved by Lessee from gas, casinghead gas or other gaseous substances produced from or attributable to said land by processing such gas through any plant or plants, whether owned or operated by Lessee or any affiliate of Lessee or by a party other than Lessee, one-eighth (1/8) of the net proceeds received by Lessee for such products, said net proceeds being the net amount received by the Lessee after deducting the costs of processing such gas through said plant or plants; (e) Lessee shall have free use of all oil, gas or any component thereof used in lease or unit operations as well as gas, including the components thereof, injected into subsurface strata as hereinafter defined; (f) One Dollar ($1.00) for each ton of 2,240 pounds of sulphur, payable when marketed; and (g) One-eighth (1/8) of the market value at the well or mine of all other minerals produced and saved or mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's such oil at the best market price obtainable and pay Lessor the price received f.o.b. the leased property, less any severance or production taxes imposed thereon. Lessee shall have the right to inject gas, water, brine or other fluids into subsurface strata, and no royalties shall be due or computed on any gas or component thereof produced by Lessee and injected into subsurface stratum or strata through a well or wells located either on the land or a pooled unit containing all or a part of the land.

8. The Lessee shall be responsible for all damages to timber and growing crops of Lessor caused by Lessee's operations.

9. All provisions hereof shall inure to the benefit of and bind the successors and assigns (in whole or in part) of Lessor and Lessee, (whether by sale, inheritance, assignment, sub-lease or otherwise), but regardless of any actual or constructive notice thereof, no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor or any other owner of rights hereunder, whether resulting from sale or other transfer, inheritance, interdiction, emancipation, attainment of majority or otherwise, shall impose any additional burden on Lessee, or be binding on Lessee for making any payments hereunder unless, at least forty-five (45) days before any such payment is due, the record owner of this lease shall have been furnished with certified copy of recorded instrument or judgment evidencing such sale, transfer or inheritance, or with evidence of such change in status or capacity of Lessor or other party owning rights hereunder. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. A sublessee may, as to the Lessor, exercise the rights and discharge the obligations of the Lessee, without joinder of any sublessor. In the event of an assignment of the lease as to a segregated portion of the land, delay rentals shall be apportioned among the several leasehold owners according to the surface area of each, and default in payment by one shall not affect the rights of others. Any owner of rights under this lease may pay the entire rental payable hereunder and such payment shall be for the benefit of those holding leasehold rights hereunder. If at any time two or more persons are entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rental to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event the Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee shall have sixty (60) days after receipt of such notice in which to commence any operations that are then legally necessary to comply with the requirements hereof. The service of said notice and the lapse of sixty (60) days without Lessee meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause hereunder. It is provided, however, that after production of oil, gas, sulphur, or other mineral has been obtained from the land covered hereby or land pooled therewith (or with any part thereof), this lease shall not be subject to forfeiture or loss, either in whole or in part, for failure to comply with the express or implied obligations of this contract except after final judicial ascertainment of such failure and Lessee has been given a period of sixty (60) days after such final judicial ascertainment to prevent such loss or forfeiture by complying with and discharging the obligations as to which Lessee has been judicially determined to be in default.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners join in the granting of this lease; and the failure of any party named herein as Lessor to sign this lease shall not affect its validity as to those whose signatures appear hereon or on a counterpart hereof.

13. The requirements hereof shall be subject to any State and/or Federal law or order regulating operations on the land. It is further agreed that should Lessee be prevented from complying with any expressed or implied covenants of this lease, from conducting drilling or reworking operations thereon, or from producing oil, gas or other mineral therefrom by reason of scarcity or inability, after effort made in good faith, to obtain equipment or material or authority to use same, or by failure of carriers to transport or furnish facilities for transportation, or by operation of force majeure, any Federal or State law, or any order, rule or regulation of governmental authority, or other cause beyond Lessee's control, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil, gas or other mineral from the leased premises and the time while Lessee is so prevented shall not be counted against Lessee.

~~The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.~~

~~IN WITNESS WHEREOF, this instrument is executed as of the date first above written.~~

~~WITNESSES:~~

REFER TO EXHIBIT "A" ATTACHED HERETO FOR SIGNATURES.

EXHIBIT "A"

Attached to and made a part of that certain Oil, Gas & Mineral Lease dated October 6, 2003, executed by PATRICK HENRY JOHNSON, ET AL, as Lessor(s), in favor of ST. MARY ENERGY COMPANY as Lessee, covering 102.53 acres, more or less, situated in Section 17, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana.

LESSORS:

PATRICK HENRY JOHNSON, husband of Shirley Johnson, whose mailing address is 305 Pellerin Drive, Kenner, Louisiana 70065-2552;

CHRISTINE A. JOHNSON, single, whose mailing address is 624 Vouray Dr., Apt. C, Kenner, Louisiana 70065-1851;

DEBORAH L. JOHNSON, single, whose mailing address is 115B 85th St., Virginia Beach, Virginia 23451-1813.

ADDITIONAL LEASE PROVISIONS:

14. In the event a portion of the lands herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event the date of commencement of drilling operations or production on a unit is less that thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land and if at such time there by land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than two (2) years beyond the end of the primary term.

15. Notwithstanding anything herein contained to the contrary it is understood and agreed that in the event Lessee elects to maintain this lease by the payment of shut-in gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 14 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 14 shall be applicable.

16. Lessors herein direct Lessee to tender all lease bonus, rental, royalty and other monies due under the terms of this lease in the proportions set out below and Lessors further acknowledge that said payments by Lessee shall maintain the lease in full force and affect. Each Lessor named herein does hereby authorize Lessee to pay or tender any delay rentals accruing under the terms and conditions of this lease to them in accordance with the provisions hereof, or to their credit either in the depository bank hereinabove designated or to their credit in the respective depository set out below, or any successor depository which may be designated as hereinabove provided, and in the following amounts, to-wit:

RENTAL RECIPIENT	RENTAL AMOUNT	DEPOSITORY
PATRICK HENRY JOHNSON	$1,025.30	Pay direct to Lessor's Mailing address
CHRISTINE A. JOHNSON	$256.33	Pay direct to Lessor's Mailing address
DEBORAH L. JOHNSON	$256.33	Pay direct to Lessor's Mailing address

It is understood and agreed that the above division or interest covers only the payment of delay rentals and does not purport to cover the ownership of the royalty on production from the property covered by this lease. Lessors agree that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to its interest.

17. Prior to the commencement of any operations for the drilling of a well on the leased premises, Lessee shall cause a survey to be made which shall show the exterior lines of the surface area to be utilized in such proposed operations and the acreage content thereof, and Lessor shall be furnished with a copy of such plat of survey prior to the commencement of operations. Prior to actual entry upon the leased premises, Lessee shall pay to the surface owner a cash sum equal to $1,000.00 per acre for the number of acres of the leased premises so utilized by Lessee in such operations as shown on said plat. Such payment shall be deemed to be surface rental for such area for a period of one (1) year commencing on the date of Lessee's actual entry upon the premises in connection with such operations. Thereafter, until restoration of the premises, and in like manner, Lessee agrees to pay the surface owner an annual surface rental of $1,000.00 per acre for the area which Lessee continues to utilize for its operations, provided that if Lessee shall use a lesser area of the premises, such annual surface rentals shall be computed on the actual acreage of such smaller area shown by a supplemental plat delivered to the surface owner. Said rental shall be tendered in the proportions set out above in Paragraph 16.

18. In the event operations of any kind are conducted upon the premises, the Lessee shall, as near as reasonably practical, return the land to as near its original condition as is practical. Prior to any excavation, Lessee shall remove and stockpile the topsoil. Prior to backfilling any such excavated area, all contaminating chemicals, substances and drilling mud shall be removed from the premises. The excavated area shall be backfilled with clay or other excavated material (excluding the topsoil), compacted to natural ground density, and covered as evenly as reasonably practical with the stockpiled topsoil.

19. It is the intention of Lessor herein to lease any and all interest of Lessor in any and all servitudes, rights-of-way, roads, canals, ditches and/or waterbottoms either upon, adjacent to or traversing the herein described lands, subject to needs and uses of Enco Resources, Inc. It is the understanding of the Lessor that the Lessee will maintain and repair all areas used by Lessee, its contractor, sub-contractors, employees or representatives during the term of this lease..

20. This instrument may be executed in any number of counterparts, each of which shall be binding on the party or parties so signing, regardless of whether all of the owners join in the execution of this agreement. For recording purposes, Lessee may combine the pages containing signatures and acknowledgments with the body and text of one counterpart hereof.

21. Lessee shall insure against any and all liability including environmental clean up due to Lessee's operations hereunder. Prior to Lessee conducting any surface operations hereunder, Lessee will provide an annual Certificate of Insurance as proof that the insurance will be kept in effect for the remainder of the term of the lease. It is specifically understood and agreed between the parties hereto that Lessee shall not incur any additional environmental liability associated with prior existing wells and/or oil and gas production facilities (inclusive of salt water disposal facilities) which are located on Lessor's property.

22. All wells drilled by Lessee hereunder on the leased premises shall be plugged and abandoned in compliance with all state and federal regulations. Specifically, Lessee shall provide Lessor with a written, notarized statement certifying that Lessee has complied with the plugging and abandonment requirements of state wide Order No. 29-B of State of Louisiana and shall furnish a copy of report to Lessor within thirty (30) days of abandonment.

23. All information and notices to Lessor as provided for in this lease shall be deemed delivered when sent to Mr. Alfred C. Bourdier, whose mailing address is 1543 Oakwood Drive, Lake Charles, LA 70611.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Lois Roy

LESSORS:

Patrick Henry Johnson

PATRICK HENRY JOHNSON
SS# [redacted]

CHRISTINE A. JOHNSON
SS# [redacted]

DEBORAH L. JOHNSON
SS# [redacted]

17. Prior to the commencement of any operations for the drilling of a well on the leased premises, Lessee shall cause a survey to be made which shall show the exterior lines of the surface area to be utilized in such proposed operations and the acreage content thereof, and Lessor shall be furnished with a copy of such plat of survey prior to the commencement of operations. Prior to actual entry upon the leased premises, Lessee shall pay to the surface owner a cash sum equal to $1,000.00 per acre for the number of acres of the leased premises so utilized by Lessee in such operations as shown on said plat. Such payment shall be deemed to be surface rental for such area for a period of one (1) year commencing on the date of Lessee's actual entry upon the premises in connection with such operations. Thereafter, until restoration of the premises, and in like manner, Lessee agrees to pay the surface owner an annual surface rental of $1,000.00 per acre for the area which Lessee continues to utilize for its operations, provided that if Lessee shall use a lesser area of the premises, such annual surface rentals shall be computed on the actual acreage of such smaller area shown by a supplemental plat delivered to the surface owner. Said rental shall be tendered in the proportions set out above in Paragraph 16.

18. In the event operations of any kind are conducted upon the premises, the Lessee shall, as near as reasonably practical, return the land to as near its original condition as is practical. Prior to any excavation, Lessee shall remove and stockpile the topsoil. Prior to backfilling any such excavated area, all contaminating chemicals, substances and drilling mud shall be removed from the premises. The excavated area shall be backfilled with clay or other excavated material (excluding the topsoil), compacted to natural ground density, and covered as evenly as reasonably practical with the stockpiled topsoil.

19. It is the intention of Lessor herein to lease any and all interest of Lessor in any and all servitudes, rights-of-way, roads, canals, ditches and/or waterbottoms either upon, adjacent to or traversing the herein described lands, subject to needs and uses of Enco Resources, Inc. It is the understanding of the Lessor that the Lessee will maintain and repair all areas used by Lessee, its contractor, sub-contractors, employees or representatives during the term of this lease..

20. This instrument may be executed in any number of counterparts, each of which shall be binding on the party or parties so signing, regardless of whether all of the owners join in the execution of this agreement. For recording purposes, Lessee may combine the pages containing signatures and acknowledgments with the body and text of one counterpart hereof.

21. Lessee shall insure against any and all liability including environmental clean up due to Lessee's operations hereunder. Prior to Lessee conducting any surface operations hereunder, Lessee will provide an annual Certificate of Insurance as proof that the insurance will be kept in effect for the remainder of the term of the lease. It is specifically understood and agreed between the parties hereto that Lessee shall not incur any additional environmental liability associated with prior existing wells and/or oil and gas production facilities (inclusive of salt water disposal facilities) which are located on Lessor's property.

22. All wells drilled by Lessee hereunder on the leased premises shall be plugged and abandoned in compliance with all state and federal regulations. Specifically, Lessee shall provide Lessor with a written, notarized statement certifying that Lessee has complied with the plugging and abandonment requirements of state wide Order No. 29-B of State of Louisiana and shall furnish a copy of report to Lessor within thirty (30) days of abandonment.

23. All information and notices to Lessor as provided for in this lease shall be deemed delivered when sent to Mr. Alfred C. Bourdier, whose mailing address is 1543 Oakwood Drive, Lake Charles, LA 70611.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

LESSORS:

PATRICK HENRY JOHNSON
SS# [redacted]

CHRISTINE A. JOHNSON
SS# [redacted]

DEBORAH L. JOHNSON
SS# [redacted]

17. Prior to the commencement of any operations for the drilling of a well on the leased premises, Lessee shall cause a survey to be made which shall show the exterior lines of the surface area to be utilized in such proposed operations and the acreage content thereof, and Lessor shall be furnished with a copy of such plat of survey prior to the commencement of operations. Prior to actual entry upon the leased premises, Lessee shall pay to the surface owner a cash sum equal to $1,000.00 per acre for the number of acres of the leased premises so utilized by Lessee in such operations as shown on said plat. Such payment shall be deemed to be surface rental for such area for a period of one (1) year commencing on the date of Lessee's actual entry upon the premises in connection with such operations. Thereafter, until restoration of the premises, and in like manner, Lessee agrees to pay the surface owner an annual surface rental of $1,000.00 per acre for the area which Lessee continues to utilize for its operations, provided that if Lessee shall use a lesser area of the premises, such annual surface rentals shall be computed on the actual acreage of such smaller area shown by a supplemental plat delivered to the surface owner. Said rental shall be tendered in the proportions set out above in Paragraph 16.

18. In the event operations of any kind are conducted upon the premises, the Lessee shall, as near as reasonably practical, return the land to as near its original condition as is practical. Prior to any excavation, Lessee shall remove and stockpile the topsoil. Prior to backfilling any such excavated area, all contaminating chemicals, substances and drilling mud shall be removed from the premises. The excavated area shall be backfilled with clay or other excavated material (excluding the topsoil), compacted to natural ground density, and covered as evenly as reasonably practical with the stockpiled topsoil.

19. It is the intention of Lessor herein to lease any and all interest of Lessor in any and all servitudes, rights-of-way, roads, canals, ditches and/or waterbottoms either upon, adjacent to or traversing the herein described lands, subject to needs and uses of Enco Resources, Inc. It is the understanding of the Lessor that the Lessee will maintain and repair all areas used by Lessee, its contractor, sub-contractors, employees or representatives during the term of this lease..

20. This instrument may be executed in any number of counterparts, each of which shall be binding on the party or parties so signing, regardless of whether all of the owners join in the execution of this agreement. For recording purposes, Lessee may combine the pages containing signatures and acknowledgments with the body and text of one counterpart hereof.

21. Lessee shall insure against any and all liability including environmental clean up due to Lessee's operations hereunder. Prior to Lessee conducting any surface operations hereunder, Lessee will provide an annual Certificate of Insurance as proof that the insurance will be kept in effect for the remainder of the term of the lease. It is specifically understood and agreed between the parties hereto that Lessee shall not incur any additional environmental liability associated with prior existing wells and/or oil and gas production facilities (inclusive of salt water disposal facilities) which are located on Lessor's property.

22. All wells drilled by Lessee hereunder on the leased premises shall be plugged and abandoned in compliance with all state and federal regulations. Specifically, Lessee shall provide Lessor with a written, notarized statement certifying that Lessee has complied with the plugging and abandonment requirements of state wide Order No. 29-B of State of Louisiana and shall furnish a copy of report to Lessor within thirty (30) days of abandonment.

23. All information and notices to Lessor as provided for in this lease shall be deemed delivered when sent to Mr. Alfred C. Bourdier, whose mailing address is 1543 Oakwood Drive, Lake Charles, LA 70611.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Barbara Taylor

LESSORS:

PATRICK HENRY JOHNSON
SS# [redacted]

CHRISTINE A. JOHNSON
SS# [redacted]

DEBORAH L. JOHNSON
SS# [redacted]

STATE OF LOUISIANA }
PARISH (OR COUNTY) OF ORLEANS }

On this 10th day of November 2003, before me personally appeared PATRICK HENRY JOHNSON

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that HE executed the same as HIS free act and deed.

Notary Public.

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

On this _____ day of _____, ____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

Notary Public.

STATE OF LOUISIANA }
PARISH OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____

Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA }
PARISH OF _____ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____ (Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____

Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
PARISH (OR COUNTY) OF _____ }

ON THIS _____ day of _____, ____, before me, appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM

TO

_____ Acres _____ Parish, Louisiana

_____ this instrument was filed for record on the _____ of _____, ____, at _____ o'clock ____ M., and duly recorded in _____, Page _____, of the records of this office.

_____, Deputy

BATH-O-GRAM
FORM 42 CPM-NEW SOUTH
LOUISIANA REVISED SIX (6)-POOLING
REV. 2.76.7

Exhibit D
Cistex Development - Title and Lease History - 001937

STATE OF STATE OF LOUISIANA
PARISH (OR COUNTY) OF ORLEANS

On this ~~NOVEMBER~~ 13TH day of NOVEMBER, 2003, before me personally appeared CHRISTINE A. JOHNSON

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that SHE executed the same as HER free act and deed.

Notary Public.

STATE OF _____
PARISH (OR COUNTY) OF _____

On this _____ day of _____, ____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

Notary Public.

STATE OF LOUISIANA
PARISH OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____

Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA
PARISH OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____

Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, ____, before me, appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public.

No. _____

Oil, Gas and Mineral Lease
(LOUISIANA)

FROM _____

TO _____

_____ Acres _____ Parish, Louisiana

This instrument was filed for record on the _____ day of _____, at _____ o'clock ____ M., and duly recorded in Book _____, Page _____ of the records of this office.

By _____, Deputy

BATH GRAM
FORM 42 CPM-NEW SOUTH
LOUISIANA REVISED SIX (6)-POOLING
REV. 2-76 7

238

STATE OF Virginia

PARISH (OR COUNTY) OF Virginia Beach

On this 25th day of November 2003, before me personally appeared Deborah L Johnson 425-80-1180,

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Mary Lynn Puschkewicz
MY COMMISSION # DD097566 EXPIRES
March 6, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Mary Lynn Puschkewicz
Notary Public.

STATE OF _____

PARISH (OR COUNTY) OF _____

On this _____ day of _____, ____, before me personally appeared _____,

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____
Notary Public.

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____,

who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____

_____
Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____,

who, being by me duly sworn, stated under oath that _____ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by _____

(Lessor, as above mentioned) in _____ presence and in the presence of the other subscribing witness(es).

SWORN TO AND SUBSCRIBED before me _____, ____

_____
Notary Public in and for _____ Parish, Louisiana.

CORPORATION ACKNOWLEDGMENT

STATE OF _____

PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, ____, before me, appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____

of the _____ and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public.

No. _____

Oil, Gas and Mineral Lease

(LOUISIANA)

FROM _____

TO _____

_____ Acres _____ Parish, Louisiana

This instrument was filed for record on the _____ at _____ o'clock _____ M., and duly recorded in _____ Page _____ of the records of this office.

_____ Deputy

BATH-O-GRAM

FORM 42 CPM-NEW SOUTH
LOUISIANA REVISED SIX 16P-POOLING
REV 2.76 7

Exhibit D

605887

RECEIVED AND FILED
2004 AUG -3 AM 11:52
CARLTON L. LOUDON
CLERK OF COURT
JEFFERSON DAVIS PARISH

ROAD AND SURFACE LEASE, PIPELINE RIGHT OF WAY AND LAND FARMING AGREEMENT

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

THIS Agreement effective as of May 10, 2004, by and between:

ALFRED C. BOURDIER, husband of Gayle H. Bourdier, whose mailing address is 1543 Oakwood Drive, Lake Charles, Louisiana 70611;
LYNN H. BOURDIER, husband of Eva Cutright Bourdier, whose mailing address is 416 Julius Street, Lake Charles, Louisiana 70601;
BERNADINE BOURDIER ZIBLICH, widow of William Ziblich, whose mailing address is 125 Valentine Drive, Avondale, Louisiana 70094;
ROSE MARIE BOURDIER PETITJEAN, divorced from Robert Touchet, whose mailing address is 205 Windridge Colony, Johnson City, TN 37601;
DAVID L. BOURDIER, husband of Janet R. Bourdier, whose mailing address is Post Office Box 762, Patterson, LA 70392;
YVETTE MARIE BOUDREAUX MILLER LAFLEUR, divorced from Elmer LaFleur, whose mailing address is Post Office Box 1658, Marshall, Texas 75671;
MARK WARTON BOUDREAUX, husband of Genevieve Boudreaux, whose mailing address is 2601 Petworth Court, Cincinnati, Ohio 45236;
WAYNE BOUDREAUX, husband of Vera Boudreaux, whose mailing address is 1165 Ivanhoe Drive, North Muskegan, Michigan 49445;
RNBC, L.L.C, represented herein by **RAYNELL B. CALVIN**, President, whose mailing address is 315 Sapphire Drive, College Station, TX 77845;
PATRICIA GAY B. MOORE, wife of Bobby C. Moore, whose mailing address is 214 Morton Street, Jennings, Louisiana 70546;
NKBG PROPERTIES, L.L.C., represented herein by **NELIA KAREN B. GOLDMAN,** President, whose mailing address is 2410 Pinehurst, Monroe, Louisiana 71201;
BONNA BELLE ANDERSON and **ROY ANDERSON**, wife and husband, whose mailing address is 9069 Seaward Lane, Elton, Louisiana 70532;
DOROTHY MAE BRYAN, single, whose mailing address is Post Office Box 1006, Jennings, Louisiana 70546;
LOUISIANA BAPTIST CHILDREN'S HOME, Monroe, Louisiana, herein represented by Dr. A. Perry Hancock, its duly authorized Executive Director-Treasurer as per attached resolution, whose mailing address is Post Office Box 4196, Monroe, Louisiana 71211;
NANCY WATKINS JOHNSON, widow of Richard W, Johnson, whose mailing address is Post Office Box 190, Welsh, Louisiana 70591;
JAMES R. JOHNSON, husband of Jane Johnson, whose mailing address is 11545 Highway 99, Welsh, Louisiana 70591;
LAURIE JOHNSON, single, whose mailing address is 7510 Bluebonnet Blvd., Apt. 1026 Baton Rouge, Louisiana 70810;
CLAIRE C. JOHNSON ANGELLE, wife of Warner James Angelle, whose mailing address is 1106 North Cary, Jennings, Louisiana 70546;
PATRICK W. JOHNSON, husband of Stacy Johnson, whose mailing address is 10752 Oakline, Drive, Baton Rouge, Louisiana 70809;
PAUL O. JOHNSON, single, whose mailing address is Post Office Box 190, Welsh, Louisiana 70591;
ALBERT SIDNEY JOHNSON, III, husband of Agnes Johnson, whose mailing address is 10963 Pomegranate Drive, Tucson, Arizona 85737;
MICHAEL DAVID TRAHAN and **CHANDA HOLLIER TRAHAN**, husband and wife, whose mailing address is 315 Vincent Road, Lafayette, Louisiana 70508;
MARKHAM RAY TRAHAN, JR. and **SUSAN ARABIE TRAHAN**, husband and wife, whose mailing address is 1533 Rustic Trail, Allen, Texas 75002;
CHRISTOPHER JOHN TRAHAN, husband of Lisa D. Trahan, whose mailing address is 103 Ashland Court, Lafayette, Louisiana 70508;

605887

PATRICK HENRY JOHNSON, husband of Shirley Johnson, whose mailing address is 305 Pellerin Drive, Kenner, Louisiana 70065;
CHRISTINE A. JOHNSON, single, whose mailing address is 316 Paxford, Virginia Beach, Virginia 23462;
DEBORAH J. JOHNSON, single, whose mailing address is 316 Paxford, Virginia Beach, Virginia 23462;

All of the above-named parties are hereinafter collectively referred to as GRANTOR (whether one or more) and;

ST. MARY ENERGY COMPANY, 580 Westlake Park Boulevard, Suite 600, Houston, TX 77079, hereinafter referred to as GRANTEE.

WITNESSETH, THAT:

WHEREAS, GRANTOR is the owner of the following described tract of land (the "Leased Premises"), to-wit:

Township 10 South, Range 5 East

That certain tract or parcel of land, containing 447.00 acres, more or less, situated in Section 39, Township 10 South, Range 3 West and/or Section 17, Township 10 South, Range 2 West, Jefferson Davis Parish, Louisiana ("Leased Premises").

WHEREAS, GRANTEE is the owner of the following, to-wit:

a.) That certain Oil, Gas and Mineral Lease, dated effective October 6, 2003, by and between Alfred C. Bourdier, et al, as Lessor, and St. Mary Energy Company, as Lessee, recorded under Entry No. 601967 of the Conveyance Records of Jefferson Davis Parish, Louisiana.
b.) That certain Oil, Gas and Mineral Lease, dated effective October 6, 2003, by and between Patrick Henry Johnson, et al, as Lessor, and St. Mary Energy Company, as Lessee, recorded under Entry No. 601968 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

(collectively referred to herein as "St. Mary Leases").

WHEREAS, GRANTEE has entered into an agreement with ENCO Resources, Inc., et al, whereby they can earn an assignment of an interest in and to the following, to-wit:

a.) That certain Oil, Gas and Mineral Lease, dated effective July 22, 1984, by and between Reuben Raymond Bruce, et al, as Lessor, and Marantha Mineral Corporation, as Lessee, counterparts of which are recorded under Entry Nos. 456380, 456381, 456382, 456383 and 456384 of the Conveyance Records of Jefferson Davis Parish, Louisiana.
b.) That certain Oil, Gas and Mineral Lease, dated effective January 23, 1984, by and between Reuben Raymond Bruce, et al, as Lessor, and Marantha Mineral Corporation, as Lessee, counterparts of which are recorded under Entry Nos. 456385, 456386, 456387, 456388 and 456389 of the Conveyance Records of Jefferson Davis Parish, Louisiana.
c.) That certain Oil, Gas and Mineral Lease, dated effective January 23, 1984, by and between Reuben Raymond Bruce, et al, as Lessor, and Marantha Mineral Corporation, as Lessee, counterparts of which are recorded under Entry Nos. 456390, 456391, 456392, 456393 and 456394 of the Conveyance Records of Jefferson Davis Parish, Louisiana.
d.) That certain Oil, Gas and Mineral Lease, dated effective January 23, 1984, by and between Reuben Raymond Bruce, et al, as Lessor, and Marantha Mineral Corporation, as Lessee, counterparts of which are recorded under Entry Nos. 456395, 456396, 456397, 456398 and 456399 of the Conveyance Records of Jefferson Davis Parish, Louisiana.

(collectively referred to herein as "ENCO Leases").

WHEREAS, GRANTEE is desirous of securing rights to use, construct, repair and maintain portion or portions of the Leased Premises for the following reasons, to-wit:

a.) As the surface location(s) for the drilling of one or more future exploratory wells on the Leased Premises, and to use said surface location(s) to produce said well or wells located on the St. Mary Leases and the ENCO Leases (collectively referred to as "The Leases"), or on lands pooled therewith ("Surface Locations"); and

b.) For roads to be used for access, ingress and egress to said Surface Locations; and

c.) For pipelines used to produce the wells located on the Surface Locations; and

d.) For the disposal and "land farming" of such materials and liquids produced and/or utilized by GRANTEE in connection with its operations on the Leased Premises.

NOW, THEREFORE, GRANTOR in consideration of the premises, of the benefits and advantages to be derived from the drilling of the aforementioned proposed well(s), and the resultant benefits which might be derived therefrom by GRANTOR, the payment of Five Thousand and No/100 ($5,000.00) Dollars cash, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by GRANTOR, does, by these presents, grant, convey, transfer, sell and deliver exclusively unto GRANTEE the following servitudes, rights-of-way, easements and surface rights on the Leased Premises (including any interests therein that GRANTOR may acquire by reversion, prescription, or otherwise) with the following rights and for the following purposes of:

a.) Constructing, utilizing, maintaining, and/or operating a road(s) on the Leased Premises in connection with GRANTEE's operations or business on the Leased Premises, or acreage pooled therewith; and together with all the rights, ways, privileges, easements and servitudes thereunto belonging with or otherwise necessary or expedient, including access, ingress and egress to all Surface Locations (as hereinafter defined below). The initially constructed road shall be at the approximate location shown on the attached Exhibit "A".

b.) Constructing, utilizing, maintaining, and/or operating a pipeline(s) on the leased premises for the transportation of oil, gas, or other liquid or gaseous substance, together with the right of constructing, inspecting, altering, replacing, and removing pipeline equipment, relief valves, meters, fencing, or other facilities or equipment necessary or expedient in connection with in connection with GRANTEE's operations or business in the vicinity; and together with all the rights, ways, privileges, easements and servitudes thereunto belonging with or otherwise necessary or expedient. Although not required by GRANTOR, whenever possible, any pipeline(s) shall be located as near as practical to GRANTEE's road(s) described hereinabove.

c.) Constructing, utilizing, maintaining, and/or operating a Surface Location(s) on the Leased Premises for purposes of drilling, directionally drilling, sidetracking, operating, re-working and/or producing one or more wells, drilled in search of oil, gas, or other liquid or gaseous substance, to be drilled at a bottom hole location(s) beneath either the Leased Premises, or lands pooled therewith, together with the right of constructing, inspecting, altering, replacing, and removing facilities or equipment necessary or expedient in connection with in connection with GRANTEE's operations and together with all the rights, ways, privileges, easements and servitudes thereunto belonging with or otherwise necessary or expedient. Facilities and equipment as used herein, includes, but is not necessarily limited to, well heads, fencing, tank batteries, pumps, compressor stations, heaters, valves, meters, separators, flow lines as all may be necessary or convenient to operate, produce, store and transport oil, gas and other hydrocarbons and associated water and liquids produced from GRANTEE's well(s) located on the Leased Premises. All wells contemplated or authorized to be drilled hereunder are hereinafter referred to as the "Subject Wells", whether such wells are directional wells, straight holes, unit wells, lease wells or salt water disposal wells). GRANTOR also hereby grants and conveys to GRANTEE the right to utilize the subsurface of the Leased Premises for directionally drilling, operating, producing, re-working, sidetracking and otherwise

conducting operations in connection with the Subject Wells as contemplated by this Agreement. GRANTEE is herein granted the right to use the Surface Location for all purposes in connection with its oil and gas operations, including directional drilling and disposal operations (as provided for herein), and including, but not limited to, the right to locate drilling rigs, equipment, tank batteries, pits, disposal wells, separators, heaters, treaters, pumps and such other machinery, appurtenances and appliances that may be required by GRANTEE in the conduct of its operations hereunder on the Surface Location, and to install and remove flow lines and other necessary surface facilities, pipe, casing or other equipment necessary to produce oil, gas or other minerals from any zone, horizon or interval in which any of the Subject Wells drilled hereunder may be completed, and to inject, for secondary recovery purposes (including the right to inject for saltwater disposal purposes), water or other liquid or gaseous substances into any such zone, horizon or interval in which any of the Subject Wells drilled hereunder may be completed. In addition, in the event that any of the Subject Wells are drilled and utilized as a salt water disposal well, same shall be only for such disposal from a Subject Well as contemplated by this Agreement. The initial Surface Location shall be at the approximate location shown on the attached Exhibit "A".

The rights granted to GRANTEE herein include the right to utilize (subject to the payment of monies provided for herein) any road or roads presently existing on the Leased Premises so long as same does not unreasonably interfere with GRANTOR' use thereof. GRANTEE is also specifically granted, subject to the obligation of prior consultation with GRANTOR as to location thereof, time for construction and the like, the right to construct any temporary or permanent road on the Leased Premises and which may be necessary or convenient for GRANTEE's operations hereunder. After GRANTEE has terminated its use of any portion of the Leased Premises, as contemplated herein, any permanent roads situated on any such portion will, at the option of GRANTOR, remain in place after the termination of this agreement and shall thereafter be the responsibility and be maintained by GRANTOR and if GRANTOR elects to retain any such road, GRANTEE shall leave such road in the condition in which it exists upon such election, GRANTEE having no further obligation with respect thereto, including improving or upgrading same, GRANTOR taking same "as is, where is".

GRANTOR acknowledges the receipt of the sum of FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) cash in hand paid, and other good and valuable consideration, as the initial consideration for the execution of this Agreement and to maintain this Agreement in full force and effect until May 10, 2005. Said initial consideration has been calculated pursuant to the terms and conditions stated herein, as follows:

Roads [1.327 acres x $1,000.00/acre] = $1,327.00
Surface Location [3.673 acres x $1,000.00/acre] = $3,673.00
Pipelines – not applicable at present date (one-time payment)
Land farming - not applicable at present date (one-time payment)
Total Consideration: $5,000.00

GRANTEE shall have the right to renew and extend this Agreement for additional one year periods beyond the expiration of the initial term by paying to GRANTOR the sum of FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00), [unless said amount is amended to be more or less according to the terms herein], said sum being payable to GRANTOR on or before the expiration of the term then in effect and payable annually thereafter on or before each anniversary of the extension of this Agreement; provided, however, that this Agreement shall not terminate for the non-payment of such consideration unless GRANTEE fails to make such payment (i) when due and (ii) within twenty (20) days after receipt of written notice from GRANTOR of GRANTEE's failure of having made such payment; provided further, however, that if GRANTEE fails to make such payment timely then, in order for GRANTEE to maintain its rights hereunder by making the payment within said twenty (20) days after receipt of written notice provided for herein, such payment shall be double the amount otherwise due. Each of the GRANTOR herein authorizes and directs GRANTEE to pay the proportionate shares of the initial payment, and any additional payments made for the extension and renewal of this Agreement, due to each of the GRANTOR by actual delivery of same to the depositories or as otherwise set forth in Exhibit "B" attached hereto and made a part hereof. The said depositories, or their respective successors, shall continue to be depositories for the receipt of the proportionate part of the payment due each of the respective GRANTOR until thirty (30) days after any Grantor has furnished GRANTEE with written notice naming a new depository. Changes

of address and/or changes in ownership of the Leased Premises, shall not be binding on GRANTEE until thirty (30) days after GRANTEE shall have been provided with a certified copy of a recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of GRANTOR, or any new address. The mailing of the check of GRANTEE to GRANTOR at the address and to the person set forth in said Exhibit "B" on or before the rental paying date shall be considered as payment of rental and operate to maintain GRANTEE's right in force and effect.

In the event GRANTEE should need to use additional portions of the Leased Premises in connection with the placement of roads or Surface Locations, GRANTEE shall, pay GRANTOR, effective at the next ensuing rental date, at the rate of ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) per acre per annum, as to the portion(s) of the Leased Premises utilized for the placement of said roads or Surface Locations and as to which GRANTOR are not being otherwise paid pursuant hereto.

Notwithstanding the provisions of The Leases or any future leases taken by GRANTEE or its partners, this Agreement shall supersede any surface rental/usage and payment provisions provided for in the St. Mary Leases (i.e. Paragraph 17) and shall be separate and distinct from (i.e. not in addition to) any surface rental/usage provisions provided for in the ENCO Leases. Both The Leases and this Agreement may run concurrently and expire on different dates. The expiration of this Agreement does not work to terminate any of The Leases and vice versa.

Except to the extent of the rights granted to GRANTEE herein, GRANTOR reserves to themselves the full use of the said Leased Premises, including the Surface Location, and shall be free to utilize same for any and all purposes, including granting rights therein to third parties, but all at their own risk and liability and so long as same does not unreasonably interfere with the rights of GRANTEE hereunder. In addition to any other monies paid hereunder, GRANTEE shall pay any of GRANTOR's tenant farmers for any crop damages caused by GRANTEE's operations hereunder at the current fair market value. Further, should GRANTEE's operations damage any of GRANTOR's timber on the Leased Premises, then GRANTOR shall be reimbursed at the current fair market value.

Any water production system, including water wells, which may be drilled or established on the Leased Premises during the term and pursuant to the provisions hereof shall, at the termination of this lease, and at the option of GRANTOR, become owned by, and GRANTEE shall transfer all of its right, title and interest therein to GRANTOR; provided, however, that such transfer shall be on an "as is, where is" basis without any warranty of fitness, capacity or capability and the ownership thereof from and after the transfer shall be at the sole risk and expense of GRANTOR.

In the event GRANTEE should need to use the Leased Premises in connection with the placement of flow lines or pipelines and not otherwise have the right to do so under the terms of the Subject Lease, GRANTEE shall, pay GRANTOR a one-time payment payable at the rate of FIFTY AND NO/100 DOLLARS ($50.00) per rod, plus damages, as to the portion(s) of the Leased Premises utilized for the placement of said flow lines and as to which GRANTOR are not being otherwise paid pursuant hereto. Said pipeline payment shall be included in the next ensuing rental payment due, but shall be a one-time payment, and not a reoccurring rental.

GRANTEE's operations shall be conducted in a good and workmanlike manner as a reasonable and prudent operator and GRANTEE shall be responsible for any and all damages occasioned by the exercise of these rights.

The rights of GRANTEE transferred and acquired hereunder shall continue for as such time as GRANTEE has use of the road or roads, pipeline or pipelines, Surface Location or Surface Locations constructed hereunder for access to and servicing of one or more Subject Wells located on the Leased Premises or acreage pooled therewith. Anything herein contained to the contrary notwithstanding, GRANTEE may terminate this Agreement, at its sole option and discretion, by notifying GRANTOR in writing thirty (30) days before the anniversary date of the Effective Date hereof of any calendar year that it wishes to terminate this Agreement. Furthermore, GRANTEE agrees to execute and deliver to GRANTOR a recordable instrument acknowledging the termination

of the rights granted hereunder within thirty (30) days from the date of termination or expiration as provided for herein.

It is specifically understood that, notwithstanding anything to the contrary contained herein, if the rights granted herein are not utilized by GRANTEE for more than two (2) consecutive years, then this Agreement and the rights granted herein shall automatically cease and be of no further force and effect, even despite any payment made hereunder. It is to be considered, however, that such rights are being exercised, in the absence of actual production, drilling, reworking, pipeline transmission, secondary recovery or other operations being conducted by GRANTEE, whenever surface facilities, production pipe or casing remain in place for any well capable of commercial production drilled by GRANTEE hereunder; provided, however, that in no event shall GRANTEE's rights be so extended without such drilling operations or production for more than two (2) consecutive years; and provided further, however, that nothing herein shall be construed as relieving GRANTEE from making the payments provided for elsewhere herein in order to maintain this Agreement in force and effect.

Within one hundred twenty (120) days after the completion or abandonment of each of the Subject Well(s) or any and all other operations hereunder, the land surrounding said well (the surface of which may have been disturbed by the operations hereunder) shall be restored by GRANTEE to as near its condition prior to being so disturbed as is reasonably practicable under the circumstances. All lumber, bits of metal, gaskets, rubber or other trash shall be picked up and removed from the Leased Premises before bulldozing or dragline operations or other clean-up operations commence. In the event GRANTEE does not comply with such clean-up obligations after demand has been made to do so, GRANTOR may have the necessary work done to accomplish this at GRANTEE's cost, even if this Agreement has otherwise terminated; provided, however, that GRANTOR shall have the right to require GRANTEE to so reimburse or otherwise be responsible for such costs only if the work is performed within six (6) months after the termination of this Agreement.

GRANTOR hereby also grants GRANTEE the right to use any Surface Location as well as that portion of the Leased Premises in the form of a square around any of the Subject Wells and containing no more than ten (10) acres) for the disposal and "land farming" of such materials and liquids produced and/or utilized by GRANTEE in connection with its operations on the Leased Premises, including drilling and related fluids and other non-hazardous oil field wastes (hereinafter collectively called "NOW"), as well as the trenching and burying of shale cuttings, at any time during the term of this agreement. The disposal of the NOW may be done on the Leased Premises, and such disposal shall be conducted as would a reasonable and prudent operator of oil and gas wells in South Louisiana, but shall be done only in strict compliance with all Federal and State regulations concerning the disposal of such drilling fluids and NOW including, but not necessarily limited to, the provisions of Louisiana Office of Conservation, Statewide Order No. 29-B. Furthermore, in the event GRANTEE should conduct such land farming operations, GRANTEE shall so notify GRANTOR thereof in writing prior to the commencement thereof in order to allow GRANTOR to witness such operations and consult with GRANTEE in connection therewith. Furthermore, GRANTEE shall furnish GRANTOR copies of any and all reports, permits, test data and related matters furnished to or by the said Louisiana Office of Conservation relating to such land farming operations. GRANTOR further grants GRANTEE the right to use a portion of the Leased Premises to dispose of any drilling mud, compounds, fluids or chemicals, exclusive of salt water, by annular injection as permitted by the then current Louisiana Statewide Order No. 29-B or other applicable order of the Louisiana Office of Conservation. All of such land farming and annular injection operations shall be conducted in a good and workmanlike manner and GRANTEE shall be responsible for any and all damages occasioned by the exercise of these rights. The perimeter of the area to be used for the above-noted land farming may be altered by GRANTEE, but it is understood and agreed that said area shall never exceed ten (10) acres for each of the Subject Wells drilled hereunder. In the event GRANTEE should need to use a portion of the Leased Premises in connection with said land farming, GRANTEE shall pay GRANTOR at the rate of ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) per acre, as to the portion(s) of the Leased Premises utilized for said land farming and as to which GRANTOR are not being otherwise paid pursuant hereto. Said land farming payment shall be included in the next ensuing rental payment due, but shall be a one-time payment, and not a reoccurring rental.

No assignment, sublease, transfer or conveyance of this agreement, in whole or in part, shall be binding upon GRANTOR unless and until the instrument accomplishing same is furnished to GRANTOR. In any such instrument, the assignee(s) shall take cognizance of all of the terms and provisions of this agreement, including all amendments, supplements, partial releases and other agreements pertaining thereto, and agree to comply therewith and to be bound by all of the obligations imposed upon GRANTEE herein; provided, however, that in the event GRANTEE does not remain obligated to GRANTOR under such assignment or transfer, then GRANTOR must approve and accept such assignee or transferee. Such approval shall not be unreasonably withheld.

GRANTEE agrees to indemnify, defend and hold GRANTOR harmless, against all claims, demands or suits for damages to persons or property and/or loss of any kind, arising out of or in any way connected with GRANTEE's (or any of GRANTEE's employees, agents, subcontractors and/or their employees or agents) operations on or occupancy of the Leased Premises, including but not limited to any damage or injury, including death, to GRANTOR or any third person(s), directly or indirectly, or in any way connected with, any matter arising out of the exercise of the rights granted hereunder, including but not limited to the improper or inadequate plugging or abandonment of any well or wells drilled hereunder on the Leased Premises, provided that said claim, demand, or suit does not involve GRANTOR's negligence or willful misconduct.

In the event GRANTOR considers that GRANTEE has failed to comply with one or more of its obligations hereunder, either express or implied GRANTOR shall notify GRANTEE in writing, setting out specifically in what respects GRANTOR claims GRANTEE has breached this agreement. The service of such notice and the lapse of sixty (60) days without GRANTEE's meeting or commencing to meet the alleged breach(es) shall be a condition precedent to any action by GRANTOR on this agreement for any cause, if within sixty (60) days after receipt of such notice, GRANTEE shall meet or commence to meet the breach(es) alleged by GRANTOR, GRANTEE shall not be deemed in default hereunder. Neither the doing by GRANTEE of any acts aimed to meet all or any of the alleged breaches nor its failure so to act, shall be deemed an admission or presumption that GRANTEE has failed to perform any of its obligations hereunder. The breach by GRANTEE of any obligation hereunder shall not work a forfeiture or termination, in whole or in part, of this agreement.

All Notices required, or to be sent hereunder shall be sent by registered mail, or by certified mail, and shall be binding on the parties hereto, as well as their heirs, executors, successors and assigns, if sent:

(a) to the GRANTOR: Johnson Boudreaux Farm
ATTN: Mr. Alfred Bourdier
1543 Oakwood Drive
Lake Charles, Louisiana 70611
(337) 855-2854

(b) to the GRANTEE: St. Mary Energy Company
ATTN: Land Dept.
580 Westlake Park Boulevard, Suite 600
Houston, TX 77079
(281) 677-2800

GRANTOR does hereby appoint the said Alfred Bourdier as hereinabove identified, as GRANTOR' agent for the purpose of granting any consent and/or giving and/or receiving any notices or demands required by this Agreement. GRANTOR reserves the right, from time to time, to designate a different or an additional party as its agent. No change as to GRANTOR's agent shall be binding upon GRANTEE until GRANTEE has been furnished with notice in writing, from GRANTOR or from said designated agent, giving the name and address of such designated agent.

Further, should a water well be drilled on GRANTOR's land for the drilling of said oil and gas well, then at the completion of GRANTEE's use of said water well it shall upon written request of GRANTOR assign the ownership of said water well to GRANTOR, with GRANTOR becoming responsible for its maintenance, condition and liabilities associated with said ownership. The parties hereto agree to execute a "Water Well Transfer Document" evidencing said transfer.

GRANTEE, at its option (in addition to any other remedies it may have), may discharge any tax, mortgage or other lien upon the leased premises, either in whole or in part, and in the event GRANTEE does so, it shall be subrogated to such lien with the right to enforce same and apply payments which may become due hereunder towards satisfying same GRANTEE may purchase or lease the rights of any party claiming any interest in the leased premises, and shall not thereby be deemed to have questioned or attacked the title of GRANTOR.

Since both GRANTEE and GRANTOR have had a full and complete opportunity to review this Agreement, and has been given the opportunity to have counsel review it, the Parties agree that the legal principles of construing ambiguities against the drafter shall have no application to this Agreement.

All of the terms and conditions hereof shall be binding on the heirs, successors and assigns of the parties hereto. This Agreement may be executed in counterparts, each of which so executed shall be given the effect of execution of the original Agreement. Failure of any party hereto to execute this Agreement shall not render it ineffective as to any party hereto which does execute same. If counterparts of this Agreement are executed, the signatures and acknowledgments of the parties, as affixed thereto, may be combined and treated and given effect for all purposes as, a single instrument. This Agreement also may be ratified by separate instrument referring hereto, each of which shall have the effect of the original Agreement and of adopting by reference all of the provisions herein.

IN WITNESS WHEREOF, this Agreement is executed effective as of the date first above written.

WITNESSES:

Joan M. Young

Joan M. Young

Joan M. Young

Joan M. Young

GRANTOR:

ALFRED C. BOURDIER
SS#[redacted]

LYNN H. BOURDIER
SS#[redacted]

BERNADINE BOURDIER ZIBLICH
SS#[redacted]

ROSE MARIE BOURDIER PETITJEAN
SS#[redacted]

DAVID L. BOURDIER
SS#[redacted]

GRANTEE, at its option (in addition to any other remedies it may have), may discharge any tax, mortgage or other lien upon the leased premises, either in whole or in part, and in the event GRANTEE does so, it shall be subrogated to such lien with the right to enforce same and apply payments which may become due hereunder towards satisfying same GRANTEE may purchase or lease the rights of any party claiming any interest in the leased premises, and shall not thereby be deemed to have questioned or attacked the title of GRANTOR.

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IN WITNESS WHEREOF, this Agreement is executed effective as of the date first above written.

WITNESSES:

GRANTOR:

_____

_____

ALFRED C. BOURDIER
SS#[redacted]

_____

_____

LYNN H. BOURDIER
SS#[redacted]

Kay D Azar

Liz Truglia

BERNADINE BOURDIER ZIBLICH
SS#[redacted]

_____

_____

ROSE MARIE BOURDIER PETITJEAN
SS#[redacted]

_____

_____

DAVID L. BOURDIER
SS#[redacted]

GRANTEE, at its option (in addition to any other remedies it may have), may discharge any tax, mortgage or other lien upon the leased premises, either in whole or in part, and in the event GRANTEE does so, it shall be subrogated to such lien with the right to enforce same and apply payments which may become due hereunder towards satisfying same GRANTEE may purchase or lease the rights of any party claiming any interest in the leased premises, and shall not thereby be deemed to have questioned or attacked the title of GRANTOR.

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IN WITNESS WHEREOF, this Agreement is executed effective as of the date first above written.

WITNESSES:

GRANTOR:

_____

_____

ALFRED C. BOURDIER
SS#[redacted]

_____

_____

LYNN H. BOURDIER
SS#[redacted]

_____

_____

BERNADINE BOURDIER ZIBLICH
SS#[redacted]

Lysi M. Cawood

Leslie Myers

Rose Marie Bourdier Petitjean
ROSE MARIE BOURDIER PETITJEAN
SS#[redacted]

_____

_____

DAVID L. BOURDIER
SS#[redacted]

444

Nelson J. Boudreaux

Thomas W. Miller

Yvette Marie Boudreaux Miller La Fleur

YVETTE MARIE BOUDREAUX MILLER LAFLEUR
SS#[redacted]

MARK WARTON BOUDREAUX
SS#[redacted]

WAYNE BOUDREAUX
SS#[redacted]

RNBC, L.L.C.

BY:
TIN#

PATRICIA GAY B. MOORE
SS#[redacted]

NKBG PROPERTIES, L.L.C.

BY:
TIN#

BONNA BELLE ANDERSON
SS#[redacted]

ROY ANDERSON
SS#[redacted]

DOROTHY MAE BRYAN
SS#[redacted]

Kenne Rains

Melissa Deller

YVETTE MARIE BOUDREAUX MILLER LAFLEUR
SS#[redacted]

MARK WARTON BOUDREAUX
SS#[redacted]

WAYNE BOUDREAUX
SS#[redacted]

RNBC, L.L.C.

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PATRICIA GAY B. MOORE
SS#[redacted]

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BY:
TIN#

BONNA BELLE ANDERSON
SS#[redacted]

ROY ANDERSON
SS#[redacted]

DOROTHY MAE BRYAN
SS#[redacted]

446

YVETTE MARIE BOUDREAUX MILLER LAFLEUR
SS#[redacted]

MARK WARTON BOUDREAUX
SS#[redacted]

WAYNE BOUDREAUX
SS#[redacted]

RNBC, L.L.C.

BY:
TIN#

PATRICIA GAY B. MOORE
SS#[redacted]

NKBG PROPERTIES, L.L.C.

BY:
TIN#

BONNA BELLE ANDERSON
SS#[redacted]

ROY ANDERSON
SS#[redacted]

DOROTHY MAE BRYAN
SS#[redacted]

YVETTE MARIE BOUDREAUX MILLER LAFLEUR
SS#[redacted]

MARK WARTON BOUDREAUX
SS#[redacted]

WAYNE BOUDREAUX
SS#[redacted]

Ronald Anderson
Linda Stewart

RNBC, L.L.C.

Raymond Bruce Calvin
BY: [redacted]
TIN#

PATRICIA GAY B. MOORE
SS#[redacted]

NKBG PROPERTIES, L.L.C.

BY:
TIN#

BONNA BELLE ANDERSON
SS#[redacted]

ROY ANDERSON
SS#[redacted]

DOROTHY MAE BRYAN
SS#[redacted]

YVETTE MARIE BOUDREAUX MILLER LAFLEUR
SS#[redacted]

MARK WARTON BOUDREAUX
SS#[redacted]

WAYNE BOUDREAUX
SS#[redacted]

RNBC, L.L.C.

BY:
TIN#

Joan M. Young
D-O M. Gilt

Patricia Gay B. Moore
PATRICIA GAY B. MOORE
SS#[redacted]

NKBG PROPERTIES, L.L.C.

BY:
TIN#

Joan M Young
D-O M. Gilt

Bonna Belle Anderson
BONNA BELLE ANDERSON
SS#[redacted]

Joan M Young
D-O M. Gilt

Roy Anderson
ROY ANDERSON
SS#[redacted]

Joan M. Young
D-O M. Gilt

Dorothy Mae Bryan
DOROTHY MAE BRYAN
SS#[redacted]

YVETTE MARIE BOUDREAUX MILLER LAFLEUR
SS#[redacted]

MARK WARTON BOUDREAUX
SS#[redacted]

WAYNE BOUDREAUX
SS#[redacted]

RNBC, L.L.C.

BY:
TIN#

PATRICIA GAY B. MOORE
SS#[redacted]

NKBG PROPERTIES, L.L.C.

BY:
TIN#[redacted]

BONNA BELLE ANDERSON
SS#[redacted]

ROY ANDERSON
SS#[redacted]

DOROTHY MAE BRYAN
SS#[redacted]

450

Carrie Sullivan

Samantha Gordon

LOUISIANA BAPTIST CHILDREN'S HOME

BY: DR. A. PERRY HANCOCK
TIN# 72-0478545

NANCY WATKINS JOHNSON
SS#[redacted]

JAMES R. JOHNSON
SS#[redacted]

LAURIE JOHNSON
SS#[redacted]

CLAIRE C. JOHNSON ANGELLE
SS#[redacted]

PATRICK W. JOHNSON
SS#[redacted]

PAUL O. JOHNSON
SS#[redacted]

ALBERT SIDNEY JOHNSON, III
SS#[redacted]

MICHAEL DAVID TRAHAN
SS#[redacted]

LOUISIANA BAPTIST CHILDREN'S HOME

BY: DR. A. PERRY HANCOCK
TIN#

NANCY WATKINS JOHNSON
SS#[redacted]

JAMES R. JOHNSON
SS#[redacted]

LAURIE JOHNSON
SS#[redacted]

CLAIRE C. JOHNSON ANGELLE
SS#[redacted]

PATRICK W. JOHNSON
SS#[redacted]

PAUL O. JOHNSON
SS#[redacted]

ALBERT SIDNEY JOHNSON, III
SS#[redacted]

MICHAEL DAVID TRAHAN
SS#[redacted]

452

LOUISIANA BAPTIST CHILDREN'S HOME

BY: DR. A. PERRY HANCOCK
TIN#

NANCY WATKINS JOHNSON
SS#[redacted]

JAMES R. JOHNSON
SS#[redacted]

LAURIE JOHNSON
SS#[redacted]

CLAIRE C. JOHNSON ANGELLE
SS#[redacted]

PATRICK W. JOHNSON
SS#[redacted]

PAUL O. JOHNSON
SS#[redacted]

Albert Sidney Johnson III
ALBERT SIDNEY JOHNSON, III
SS#[redacted]

MICHAEL DAVID TRAHAN
SS#[redacted]

Debbie Cosp
Betty Swanson

CHANDA HOLLIER TRAHAN
SS#[redacted]

MARKHAM RAY TRAHAN, JR.
SS#[redacted]

SUSAN ARABIE TRAHAN
SS#[redacted]

Debbie Cosp
David M. Lyle

CHRISTOPHER JOHN TRAHAN
SS#[redacted]

Debbie Cosp
David M. Lyle

PATRICK HENRY JOHNSON
SS#[redacted]
[redacted]

CHRISTINE A. JOHNSON
SS#[redacted]

DEBORAH L. JOHNSON
SS#[redacted]

GRANTEE:

ST. MARY ENERGY COMPANY

By: _____
Name:
Title:

CHANDA HOLLIER TRAHAN
SS#[redacted]

MARKHAM RAY TRAHAN, JR.
SS#[redacted]

SUSAN ARABIE TRAHAN
SS#[redacted]

CHRISTOPHER JOHN TRAHAN
SS#[redacted]

PATRICK HENRY JOHNSON
SS#[redacted]

CHRISTINE A. JOHNSON
SS#[redacted]

DEBORAH L. JOHNSON
SS#[redacted]

GRANTEE:

ST. MARY ENERGY COMPANY

By: _____
Name:
Title:

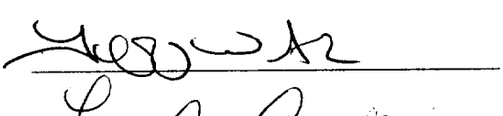
CHANDA HOLLIER TRAHAN
SS#[redacted]

MARKHAM RAY TRAHAN, JR.
SS#[redacted]

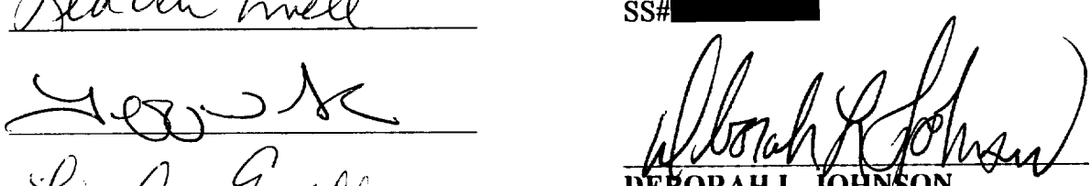
SUSAN ARABIE TRAHAN
SS#[redacted]

CHRISTOPHER JOHN TRAHAN
SS#[redacted]

PATRICK HENRY JOHNSON
SS#[redacted]



CHRISTINE A. JOHNSON
SS#[redacted]



DEBORAH L. JOHNSON
SS#[redacted]

GRANTEE:

ST. MARY ENERGY COMPANY

By: _____
Name:
Title:

CHANDA HOLLIER TRAHAN
SS#[redacted]

MARKHAM RAY TRAHAN, JR.
SS#[redacted]

SUSAN ARABIE TRAHAN
SS#[redacted]

CHRISTOPHER JOHN TRAHAN
SS#[redacted]

PATRICK HENRY JOHNSON
SS#[redacted]

CHRISTINE A. JOHNSON
SS#[redacted]

DEBORAH L. JOHNSON
SS#[redacted]

GRANTEE:

ST. MARY ENERGY COMPANY

By: Jerry R. Schuyler
Name:
Title: JERRY R. SCHUYLER
SENIOR VICE PRESIDENT
& REGIONAL MANAGER

Kenneth Knott

Kathy Hutching

STATE OF LOUISIANA

COUNTY/PARISH OF JEFFERSON

On this 18th day of May, 2004, before me personally appeared BERNADINE BOURDIER ZIBLICH, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Paul L Valence #12897
Notary Public for the State of LOUISIANA.

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of May, 2004, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

_____
Notary Public for the State of _____.

STATE OF _____

COUNTY OF _____

On this _____ day of May, 2004, before me, the undersigned authority, appeared _____, to me personally known, who, being duly sworn, did say that he is the _____ of _____, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public for the State of _____.

STATE OF _____

COUNTY OF _____

On this _____ day of May, 2004, before me, the undersigned authority, appeared _____, to me personally known, who, being duly sworn, did say that he is the _____ of **ST. MARY ENERGY COMPANY**, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public for the State of _____.

458

STATE OF Tennessee

COUNTY/PARISH OF Washington

On this 20th day of May, 2004, before me personally appeared Rose Marie Bourdeau Petitjean, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Joan S. Purvis
Notary Public for the State of Tennessee.
Expires 4-22-07

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of May, 2004, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

_____
Notary Public for the State of _____.

STATE OF _____

COUNTY OF _____

On this _____ day of May, 2004, before me, the undersigned authority, appeared _____, to me personally known, who, being duly sworn, did say that he is the _____ of _____, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public for the State of _____.

STATE OF _____

COUNTY OF _____

On this _____ day of May, 2004, before me, the undersigned authority, appeared _____, to me personally known, who, being duly sworn, did say that he is the _____ of **ST. MARY ENERGY COMPANY**, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public for the State of _____.

STATE OF Texas

COUNTY/PARISH OF Harrison

On this 17th day of May, 2004, before me personally appeared Lynette Marie Bundrum Miller Kathleen, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

MELBA J. LANDERS BURNS
Notary Public
STATE OF TEXAS
My Comm. Exp. 03/11/2008

Melba J. Landers Burns
Notary Public for the State of Texas.

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of May, 2004, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

_____
Notary Public for the State of _____.

STATE OF _____

COUNTY OF _____

On this _____ day of May, 2004, before me, the undersigned authority, appeared _____, to me personally known, who, being duly sworn, did say that he is the _____ of _____, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public for the State of _____.

STATE OF _____

COUNTY OF _____

On this _____ day of May, 2004, before me, the undersigned authority, appeared _____, to me personally known, who, being duly sworn, did say that he is the _____ of **ST. MARY ENERGY COMPANY**, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public for the State of _____.

STATE OF Ohio

COUNTY/PARISH OF Hamilton

On this 18 day of May, 2004, before me personally appeared Mark Boudreaux _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

KERRIE RAINS
Notary Public, State of Ohio
My Commission Expires 05-20-07

Kerrie Rains
Notary Public for the State of Ohio.

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of May, 2004, before me personally appeared _____ _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

_____
Notary Public for the State of _____.

STATE OF _____

COUNTY OF _____

On this _____ day of May, 2004, before me, the undersigned authority, appeared _____, to me personally known, who, being duly sworn, did say that he is the _____ of _____, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public for the State of _____.

STATE OF _____

COUNTY OF _____

On this _____ day of May, 2004, before me, the undersigned authority, appeared _____, to me personally known, who, being duly sworn, did say that he is the _____ of **ST. MARY ENERGY COMPANY**, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public for the State of _____.

STATE OF Michigan

COUNTY/PARISH OF Muskegon

On this 18th day of May, 2004, before me personally appeared Wayne Boudreaux, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Carrie J Murat
Notary Public for the State of Michigan.

CARRIE J MURAT
Notary Public, Muskegon County, MI
My Commission Expires Oct 2, 2004

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of May, 2004, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

_____
Notary Public for the State of _____.

STATE OF _____

COUNTY OF _____

On this _____ day of May, 2004, before me, the undersigned authority, appeared _____, to me personally known, who, being duly sworn, did say that he is the _____ of _____, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public for the State of _____.

STATE OF _____

COUNTY OF _____

On this _____ day of May, 2004, before me, the undersigned authority, appeared _____, to me personally known, who, being duly sworn, did say that he is the _____ of **ST. MARY ENERGY COMPANY**, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public for the State of _____.

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of May, 2004, before me personally appeared _____ _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

_____
Notary Public for the State of _____.

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of May, 2004, before me personally appeared _____ _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

_____
Notary Public for the State of _____.

STATE OF Texas

COUNTY OF Brazos

On this 18th day of May, 2004, before me, the undersigned authority, appeared Raynell B Calvert, to me personally known, who, being duly sworn, did say that he is the Owner-Mgr of BNBC LLC, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said She Texas LLC acknowledged said instrument to be the free act and deed of said corporation.

LISA MARIE FLORES
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17, 2007

Mf.

Maria Flores
Notary Public for the State of Texas.

STATE OF _____

COUNTY OF _____

On this _____ day of May, 2004, before me, the undersigned authority, appeared _____, to me personally known, who, being duly sworn, did say that he is the _____ of **ST. MARY ENERGY COMPANY**, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public for the State of _____.

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of May, 2004, before me personally appeared _____ _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

_____
Notary Public for the State of _____.

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of May, 2004, before me personally appeared _____ _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

_____
Notary Public for the State of _____.

STATE OF Louisiana
~~COUNTY~~ Parish OF Ouachita

On this 18th day of May, 2004, before me, the undersigned authority, appeared Nelia Karen B. Goldman to me personally known, who, being duly sworn, did say that he is the President of M. K. B. D. Properties, LLC, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said she acknowledged said instrument to be the free act and deed of said corporation.

Jan D. Mullens
Notary Public for the State of Louisiana
Notary #22149

STATE OF _____

COUNTY OF _____

On this _____ day of May, 2004, before me, the undersigned authority, appeared _____, to me personally known, who, being duly sworn, did say that he is the _____ of **ST. MARY ENERGY COMPANY**, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public for the State of _____.

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STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of May, 2004, before me personally appeared _____ _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

_____
Notary Public for the State of _____.

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of May, 2004, before me personally appeared _____ _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

_____
Notary Public for the State of _____.

STATE OF La.

COUNTY OF Ouachita

On this 21st day of May, 2004, before me, the undersigned authority, appeared Dr. A. Terry Hancock, to me personally known, who, being duly sworn, did say that he is the ~~Executive Director~~ Treasurer of Louisiana Baptist Children's Home and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Sharon E. Gebhardt
Notary Public for the State of La.

SHARON E. GEBHARDT, NOTARY PUBLIC
OUACHITA PARISH, LOUISIANA
MY COMMISSION IS FOR LIFE
#61464

STATE OF _____

COUNTY OF _____

On this _____ day of May, 2004, before me, the undersigned authority, appeared _____, to me personally known, who, being duly sworn, did say that he is the _____ of **ST. MARY ENERGY COMPANY**, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public for the State of _____.

STATE OF Arizona

COUNTY/PARISH OF Pima

On this 1st day of ~~May~~ June, 2004, before me personally appeared Albert S. Johnson _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WESLEY J. HENSON
Notary Public - Arizona
Pima County
My Commission Expires
November 20, 2004

_____
Notary Public for the State of Arizona.

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of May, 2004, before me personally appeared _____ _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

_____
Notary Public for the State of _____.

STATE OF _____

COUNTY OF _____

On this _____ day of May, 2004, before me, the undersigned authority, appeared _____, to me personally known, who, being duly sworn, did say that he is the _____ of _____, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public for the State of _____.

STATE OF _____

COUNTY OF _____

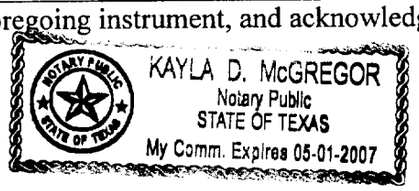
On this _____ day of May, 2004, before me, the undersigned authority, appeared _____, to me personally known, who, being duly sworn, did say that he is the _____ of **ST. MARY ENERGY COMPANY**, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public for the State of _____.

STATE OF Texas

COUNTY/PARISH OF Collin

On this 2nd day of May, 2004, before me personally appeared Markham Trahan & Susan Trahan, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



Kayla D. McGregor
Notary Public for the State of 5-1-07.

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of May, 2004, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

_____
Notary Public for the State of _____.

STATE OF _____

COUNTY OF _____

On this _____ day of May, 2004, before me, the undersigned authority, appeared _____, to me personally known, who, being duly sworn, did say that he is the _____ of _____, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public for the State of _____.

STATE OF _____

COUNTY OF _____

On this _____ day of May, 2004, before me, the undersigned authority, appeared _____, to me personally known, who, being duly sworn, did say that he is the _____ of **ST. MARY ENERGY COMPANY**, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public for the State of _____.

STATE OF Virginia

COUNTY/PARISH OF Virginia Beach

On this 11th day of ~~May~~ June, 2004, before me personally appeared Christine A. Johnson and Deborah L. Johnson, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Steven J. Marino
Notary Public for the State of Virginia.
My commission Expires 8/31/2005

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of May, 2004, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

_____
Notary Public for the State of _____.

STATE OF _____

COUNTY OF _____

On this _____ day of May, 2004, before me, the undersigned authority, appeared _____, to me personally known, who, being duly sworn, did say that he is the _____ of _____, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public for the State of _____.

STATE OF _____

COUNTY OF _____

On this _____ day of May, 2004, before me, the undersigned authority, appeared _____, to me personally known, who, being duly sworn, did say that he is the _____ of **ST. MARY ENERGY COMPANY**, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public for the State of _____.

STATE OF LOUISIANA

PARISH OF LAFAYETTE

On this 26th day of May, 2004, before me personally appeared, **JOAN M. YOUNG**, who, being by me duly sworn, stated under oath that she was one of the subscribing witnesses to the foregoing instrument and that the same was signed by **ALFRED C. BOURDIER, LYNN H. BOURDIER, DAVID L. BOURDIER, PATRICIA GAY B. MOORE, BONNA BELLE ANDERSON, ROY ANDERSON** and **DOROTHY MAE BRYAN**, (Lessor, as above mentioned) in her presence and in the presence of the other subscribing witness(es).

Joan M. Young
JOAN M. YOUNG

SWORN TO AND SUBSCRIBED before me May 26, 2004.

John Mariani
Notary Public in and for Lafayette Parish, Louisiana.
John Mariani #42126

STATE OF LOUISIANA

PARISH OF LAFAYETTE

On this 26th day of May, 2004, before me personally appeared, **DEBBIE COSPER**, who, being by me duly sworn, stated under oath that she was one of the subscribing witnesses to the foregoing instrument and that the same was signed by **NANCY WATKINS JOHNSON, JAMES R. JOHNSON, LAURIE JOHNSON, CLAIRE C. JOHNSON ANGELLE, PATRICK W. JOHNSON, PAUL O. JOHNSON, MICHAEL DAVID TRAHAN, CHANDA HOLLIER TRAHAN, PATRICK HENRY JOHNSON,** and **CHRISTOPHER JOHN TRAHAN**, (Lessor, as above mentioned) in her presence and in the presence of the other subscribing witness(es).

Debbie Cosper
DEBBIE COSPER

SWORN TO AND SUBSCRIBED before me May 26, 2004.

John Mariani
Notary Public in and for Lafayette Parish, Louisiana.
John Mariani #42126

STATE OF TEXAS

COUNTY OF _____

On this ____ day of May, 2004, before me, the undersigned authority, appeared _____, to me personally known, who, being duly sworn, did say that he is the _____, of **ST. MARY ENERGY COMPANY**, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public for the State of Texas

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of _____, 2004, before me personally appeared _____ _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.

_____
Notary Public for the State of _____

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of _____, 2004, before me personally appeared _____ _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.

_____
Notary Public for the State of _____

STATE OF _____

COUNTY OF _____

On this _____ day of June, 2004, before me, the undersigned authority, appeared _____, to me personally known, who, being duly sworn, did say that he is the _____, of _____ _____, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____ _____, acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public for the State of _____

STATE OF TEXAS

COUNTY OF HARRIS

On this 18th day of June, 2004, before me, the undersigned authority, appeared Jerry R. Schuyler, to me personally known, who, being duly sworn, did say that he is the Sr VP & Regional Manager, of **ST. MARY ENERGY COMPANY,** and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Jerry R. Schuyler, acknowledged said instrument to be the free act and deed of said corporation.

FRANCES A. ZWICK
Notary Public, State of Texas
My Commission Expires 02-03-05

Frances A. Zwick
Notary Public for the State of TEXAS

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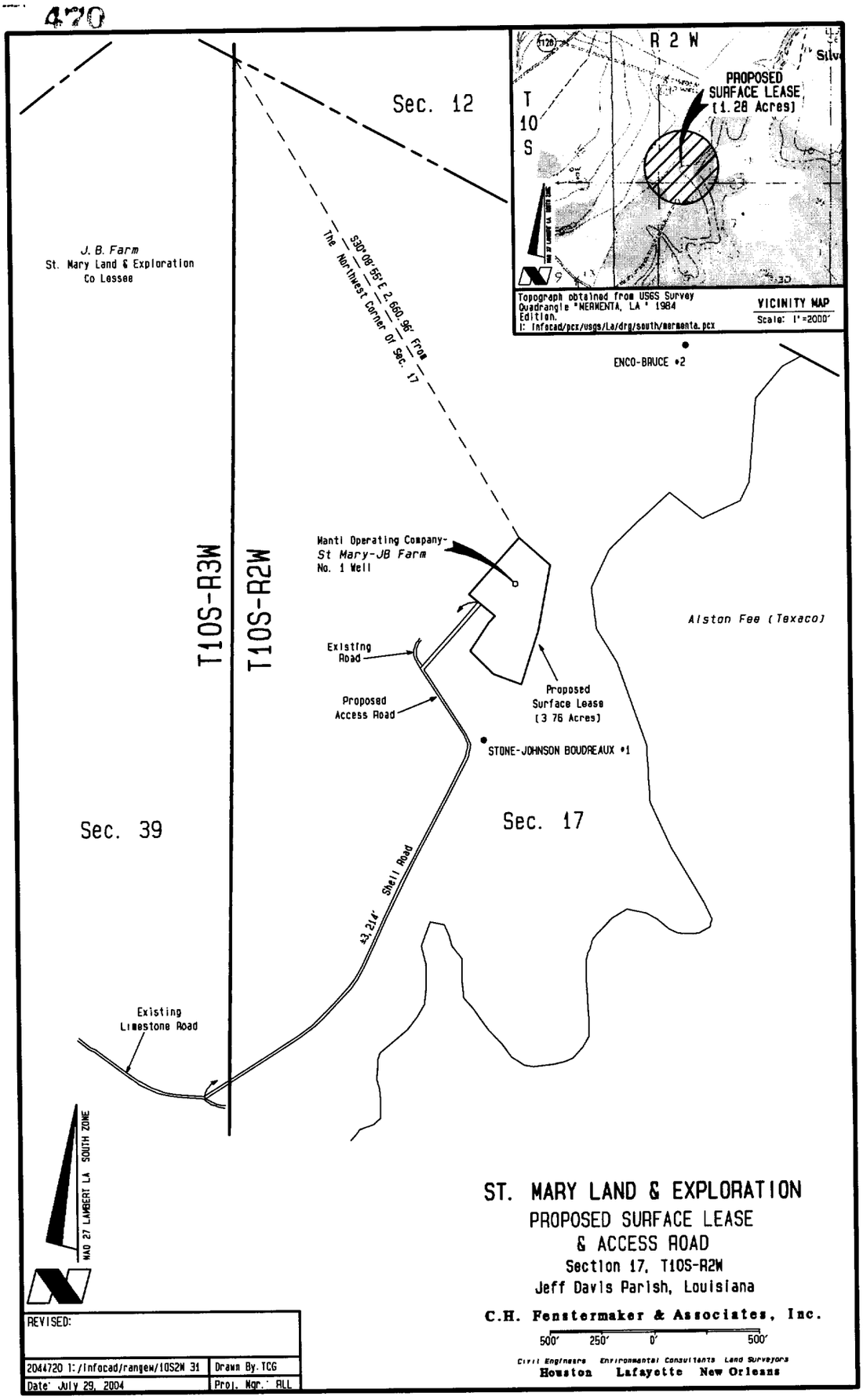


EXHIBIT "A"

EXHIBIT "B"

ATTACHED TO THAT CERTAIN "ROAD AND SURFACE LEASE, PIPELINE RIGHT OF WAY AND LAND FARMING AGREEMENT," BY AND BETWEEN ALFRED BOURDIER, ET AL, AS GRANTOR, IN FAVOR OF ST. MARY ENERGY COMPANY, AS GRANTEE, DATED EFFECTIVE MAY 10, 2004.

GRANTEE shall pay to GRANTOR the rental due hereunder on or before May 10th of each year while this Agreement is in effect in the interests as set forth below at the Depository Banks named below. Should the acreage used by GRANTOR increase or decrease then, or any additional one-time payments be due for pipelines or land farming, then GRANTEE shall notify GRANTOR of said change and the rental payment will be adjusted accordingly. The first annual payment shall be due and payable on May 10, 2005, to the following recipients in the following proportions, to-wit:

RENTAL RECIPIENT	PERCENT OF RENTAL	DEPOSITORY BANK
JOHNSON BOUDREAUX FARM	100.0%	c/o: 1543 Oakwood Drive Lake Charles, LA 70611

It is understood and agreed that the above division of interest covers only the payment of rentals and does not purport to cover the ownership of the property covered by this agreement. Each individual GRANTOR agrees that the timely payment or tender of rentals as set forth above will protect this agreement and continue it in force and effect as to GRANTOR'S interest for said one year period.

RECEIVED AND FILED
2004 AUG 23 PM 3:05
CARLTON L. DAVIS
CLERK OF DIST.
JEFFERSON DAVIS PARISH

MODEL FORM RECORDING SUPPLEMENT TO
OPERATING AGREEMENT AND FINANCING STATEMENT

THIS AGREEMENT, entered into by and between ST. MARY ENERGY COMPANY, hereinafter referred to as "Operator," and the signatory party or parties other than Operator, hereinafter referred to individually as "Non-Operator," and collectively as "Non-Operators."

WHEREAS, the parties to this agreement are owners of Oil and Gas Leases and/or Oil and Gas Interests in the land identified in Exhibit "A" (said land, Leases and Interests being hereinafter called the "Contract Area"), and in any instance in which the Leases or Interests of a party are not of record, the record owner and the party hereto that owns the interest or rights therein are reflected on Exhibit "A";

WHEREAS, the parties hereto have executed an Operating Agreement dated March 23, 2004 (herein the "Operating Agreement"), covering the Contract Area for the purpose of exploring and developing such lands, Leases and Interests for Oil and Gas/; and a copy of which may be obtained from the partners hereto

WHEREAS, the parties hereto have executed this agreement for the purpose of imparting notice to all persons of the rights and obligations of the parties under the Operating Agreement and for the further purpose of perfecting those rights capable of perfection.

NOW, THEREFORE, in consideration of the mutual rights and obligations of the parties hereto, it is agreed as follows:

1. This agreement supplements the Operating Agreement, which Agreement in its entirety is incorporated herein by reference, and all terms used herein shall have the meaning ascribed to them in the Operating Agreement.

2. The parties do hereby agree that:

A. The Oil and Gas Leases and/or Oil and Gas Interests of the parties comprising the Contract Area shall be subject to and burdened with the terms and provisions of this agreement and the Operating Agreement, and the parties do hereby commit such Leases and Interests to the performance thereof.

B. The exploration and development of the Contract Area for Oil and Gas shall be governed by the terms and provisions of the Operating Agreement, as supplemented by this agreement.

C. All costs and liabilities incurred in operations under this agreement and the Operating Agreement shall be borne and paid, and all equipment and materials acquired in operations on the Contract Area shall be owned, by the parties hereto, as provided in the Operating Agreement.

D. Regardless of the record title ownership to the Oil and Gas Leases and/or Oil and Gas Interests identified on Exhibit "A," all production of Oil and Gas from the Contract Area shall be owned by the parties as provided in the Operating Agreement; provided nothing contained in this agreement shall be deemed an assignment or cross-assignment of interests covered hereby.

E. Each party shall pay or deliver, or cause to be paid or delivered, all burdens on its share of the production from the Contract Area as provided in the Operating Agreement.

F. An overriding royalty, production payment, net profits interest or other burden payable out of production hereafter created, assignments of production given as security for the payment of money and those overriding royalties, production payments and other burdens payable out of production heretofore created and defined as Subsequently Created Interests in the Operating Agreement shall be (i) borne solely by the party whose interest is burdened therewith, (ii) subject to suspension if a party is required to assign or relinquish to another party an interest which is subject to such burden, and (iii) subject to the lien and security interest hereinafter provided if the party subject to such burden fails to pay its share of expenses chargeable hereunder and under the Operating Agreement, all upon the terms and provisions and in the times and manner provided by the Operating Agreement.

G. The Oil and Gas Leases and/or Oil and Gas Interests which are subject hereto may not be assigned or transferred except in accordance with those terms, provisions and restrictions in the Operating Agreement regulating such transfers. This agreement and the Operating Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, devisees, legal representatives, and assigns, and the terms hereof shall be deemed to run with the leases or interests included within the lease Contract Area.

H. The parties shall have the right to acquire an interest in renewal, extension and replacement leases, leases proposed to be surrendered, wells proposed to be abandoned, and interests to be relinquished as a result of non-participation in subsequent operations, all in accordance with the terms and provisions of the Operating Agreement.

I. The rights and obligations of the parties and the adjustment of interests among them in the event of a failure or loss of title, each party's right to propose operations, obligations with respect to participation in operations on the Contract Area and the consequences of a failure to participate in operations, the rights and obligations of the parties regarding the marketing of production, and the rights and remedies of the parties for failure to comply with financial obligations shall be as provided in the Operating Agreement.

J. Each party's interest under this agreement and under the Operating Agreement shall be subject to relinquishment for its failure to participate in subsequent operations and each party's share of production and costs shall be reallocated on the basis of such relinquishment, all upon the terms and provisions provided in the Operating Agreement.

K. All other matters with respect to exploration and development of the Contract Area and the ownership and transfer of the Oil and Gas Leases and/or Oil and Gas Interest therein shall be governed by the terms and provisions of the Operating Agreement.

3. The parties hereby grant reciprocal liens and security interests as follows:

A. Each party grants to the other parties hereto a lien upon any interest it now owns or hereafter acquires in Oil and Gas Leases and Oil and Gas Interests in the Contract Area, and a security interest and/or purchase money security interest in any interest it now owns or hereafter acquires in the personal property and fixtures on or used or obtained for use in connection therewith, to secure performance of all of its obligations under this agreement and the Operating Agreement including but not limited to payment of expense, interest and fees, the proper disbursement of all monies paid under this agreement and the Operating Agreement, the assignment or relinquishment of interest in Oil and Gas Leases as required under this agreement and the Operating Agreement, and the proper performance of operations under this agreement and the Operating Agreement. Such lien and security interest granted by each party hereto shall include such party's leasehold interests, working interests, operating rights, and royalty and overriding royalty interests in the Contract Area now owned or hereafter acquired and in lands pooled or unitized therewith or otherwise becoming subject to this agreement and the Operating Agreement, the Oil and Gas when extracted therefrom and equipment situated thereon or used or obtained for use in connection therewith (including, without limitation, all wells, tools, and tubular goods), and accounts (including, without limitation, accounts arising from the sale of production at the wellhead),

606303

contract rights, inventory and general intangibles relating thereto or arising therefrom, and all proceeds and products of the foregoing.

B. Each party represents and warrants to the other parties hereto that the lien and security interest granted by such party to the other parties shall be a first and prior lien, and each party hereby agrees to maintain the priority of said lien and security interest against all persons acquiring an interest in Oil and Gas Leases and Interests covered by this agreement and the Operating Agreement by, through or under such party. All parties acquiring an interest in Oil and Gas Leases and Oil and Gas Interests covered by this agreement and the Operating Agreement, whether by assignment, merger, mortgage, operation of law, or otherwise, shall be deemed to have taken subject to the lien and security interest granted by the Operating Agreement and this instrument as to all obligations attributable to such interest under this agreement and the Operating Agreement whether or not such obligations arise before or after such interest is acquired.

C. To the extent that the parties have a security interest under the Uniform Commercial Code of the state in which the Contract Area is situated, they shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by a party for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any party in the payment of its share of expenses, interest or fees, or upon the improper use of funds by the Operator, the other parties shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such defaulting party's share of Oil and Gas until the amount owed by such party, plus interest, has been received, and shall have the right to offset the amount owed against the proceeds from the sale of such defaulting party's share of Oil and Gas. All purchasers of production may rely on a notification of default from the non-defaulting party or parties stating the amount due as a result of the default, and all parties waive any recourse available against purchasers for releasing production proceeds as provided in this paragraph.

D. If any party fails to pay its share of expenses within one hundred-twenty (120) days after rendition of a statement therefor by Operator the non-defaulting parties, including Operator, shall, upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the interest of all such parties. The amount paid by each party so paying its share of the unpaid amount shall be secured by the liens and security rights described in this paragraph 3 and in the Operating Agreement, and each paying party may independently pursue any remedy available under the Operating Agreement or otherwise.

E. If any party does not perform all of its obligations under this agreement or the Operating Agreement, and the failure to perform subjects such party to foreclosure or execution proceedings pursuant to the provisions of this agreement or the Operating Agreement, to the extent allowed by governing law, the defaulting party waives any available right of redemption from and after the date of judgment, any required valuation or appraisement of the mortgaged or secured property prior to sale, any available right to stay execution or to require a marshalling of assets and any required bond in the event a receiver is appointed. In addition, to the extent permitted by applicable law, each party hereby grants to the other parties a power of sale as to any property that is subject to the lien and security rights granted hereunder or under the Operating Agreement, such power to be exercised in the manner provided by applicable law or otherwise in a commercially reasonable manner and upon reasonable notice.

F. The lien and security interest granted in this paragraph 3 supplements identical rights granted under the Operating Agreement.

G. To the extent permitted by applicable law, Non-Operators agree that Operator may invoke or utilize the mechanics' or materialmen's lien law of the state in which the Contract Area is situated in order to secure the payment to Operator of any sum due under this agreement and the Operating Agreement for services performed or materials supplied by Operator.

H. The above described security will be financed at the wellhead of the well or wells located on the Contract Area and this Recording Supplement may be filed in the land records in the County or Parish in which the Contract Area is located, and as a financing statement in all recording offices required under the Uniform Commercial Code or other applicable state statutes to perfect the above-described security interest, and any party hereto may file a continuation statement as necessary under the Uniform Commercial Code, or other state laws.

4. This agreement shall be effective as of the date of the Operating Agreement as above recited. Upon termination of this agreement and the Operating Agreement and the satisfaction of all obligations thereunder, Operator is authorized to file of record in all necessary recording offices a notice of termination, and each party hereto agrees to execute such a notice of termination as to Operator's interest, upon the request of Operator, if Operator has complied with all of its financial obligations.

5. This agreement and the Operating Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors and assigns. No sale, encumbrance, transfer or other disposition shall be made by any party of any interest in the Leases or Interests subject hereto except as expressly permitted under the Operating Agreement and, if permitted, shall be made expressly subject to this agreement and the Operating Agreement and without prejudice to the rights of the other parties. If the transfer is permitted, the assignee of an ownership interest in any Oil and Gas Lease shall be deemed a party to this agreement and the Operating Agreement as to the interest assigned from and after the effective date of the transfer of ownership; provided, however, that the other parties shall not be required to recognize any such sale, encumbrance, transfer or other disposition for any purpose hereunder until thirty (30) days after they have received a copy of the instrument of transfer or other satisfactory evidence thereof in writing from the transferor or transferee. No assignment or other disposition of interest by a party shall relieve such party of obligations previously incurred by such party under this agreement or the Operating Agreement with respect to the interest transferred, including without limitation the obligation of a party to pay all costs attributable to an operation conducted under this agreement and the Operating Agreement in which such party has agreed to participate prior to making such assignment, and the lien and security interest granted by Article VII.B. of the Operating Agreement and hereby shall continue to burden the interest transferred to secure payment of any such obligations.

6. In the event of a conflict between the terms and provisions of this agreement and the terms and provisions of the Operating Agreement, then, as between the parties, the terms and provisions of the Operating Agreement shall control.

7. This agreement shall be binding upon each Non-Operator when this agreement or a counterpart thereof has been executed by such Non-Operator and Operator notwithstanding that this agreement is not then or thereafter executed by all of the parties to which it is tendered or which are listed on Exhibit "A" as owning an interest in the Contract Area or which own, in fact, an interest in the Contract Area. In the event that any provision herein is illegal or unenforceable, the remaining provisions shall not be affected, and shall be enforced as if the illegal or unenforceable provision did not appear herein.

8. Other provisions.

~~_____, who has prepared and circulated this form for execution, represents and warrants that the form was printed from and, with the exception(s) listed below, is identical to the AAPL Form 610RS-1989 Model Form Recording Supplement to Operating Agreement and Financing Statement, as published in computerized form by Forms On-A-Disk, Inc. No changes, alterations, or modifications, other than those made by strikethrough and/or insertion and that are clearly recognizable as changes in Articles _____, have been made to the form.~~

IN WITNESS WHEREOF, this agreement shall be effective as of the 23 day of March, year: 2004,

ATTEST OR WITNESS:

Kenneth Kirk

Vicki Wallace

OPERATOR

ST. MARY ENERGY COMPANY

Jerry R. Schuyler

By: Jerry R. Schuyler
Type or Print Name
Title: Sr. Vice President & Regional Manager
Date: June 24, 2004
Address: 580 Westlake Park Blvd, Suite 600
Houston, TX 77079

ATTEST OR WITNESS:

_____

_____

NON-OPERATORS

RLI PROPERTIES, LLC

By: Neal A. Hawthorn
Type or Print Name
Title: Vice President
Date:
Address: P. O. Box 2146
Longview, Texas 75606

ATTEST OR WITNESS:

_____

_____

CRAIN ENERGY, LTD.

By: Neal A. Hawthorn
Type or Print Name
Title: Vice President of Crain Oil & Gas, LLC, General Partner
Date:
Address: P. O. Box 2146
Longview, Texas 75606

ATTEST OR WITNESS:

_____

_____

STOKES & SPIEHLER, INCORPORATED

By: Bruce Jordan
Type or Print Name
Title:
Date:
Address:

ATTEST OR WITNESS:

_____

_____

BEDFORD SABINE, LC

By: Neal A. Hawthorn
Type or Print Name
Title: Managing Partner
Date:
Address: P. O. Box 543
Longview, TX 75606

AAPL – FORM 610RS — 1989

8. Other provisions.

~~_____, who has prepared and circulated this form for execution, represents and warrants that the form was printed from and, with the exception(s) listed below, is identical to the AAPL Form 610RS-1989 Model Form Recording Supplement to Operating Agreement and Financing Statement, as published in computerized form by Forms On-A-Disk, Inc. No changes, alterations, or modifications, other than those made by strikethrough and/or insertion and that are clearly recognizable as changes in Articles _____, have been made to the form.~~

IN WITNESS WHEREOF, this agreement shall be effective as of the 23 day of March, year: 2004.

ATTEST OR WITNESS:

OPERATOR

ST. MARY ENERGY COMPANY

By: Jerry R. Schuyler
Type or Print Name
Title: Sr. Vice President & Regional Manager
Date:
Address: 580 Westlake Park Blvd, Suite 600
Houston, TX 77079

ATTEST OR WITNESS:

NON-OPERATORS

RLI PROPERTIES, LLC

Neal A Hawthorn

Charlotte Griffith
Draine O. Smith

By: Neal A. Hawthorn
Type or Print Name
Title: Vice President
Date: 6-8-04
Address: P. O. Box 2146
Longview, Texas 75606

ATTEST OR WITNESS:

CRAIN ENERGY, LTD.

Neal A Hawthorn

Charlotte Griffith
Draine O. Smith

By: Neal A. Hawthorn
Type or Print Name
Title: Vice President of Crain Oil & Gas, LLC, General Partner
Date: 6-8-04
Address: P. O. Box 2146
Longview, Texas 75606

ATTEST OR WITNESS:

STOKES & SPIEHLER, INCORPORATED

By: Bruce Jordan
Type or Print Name
Title:
Date:
Address:

ATTEST OR WITNESS:

BEDFORD SABINE, LC

Neal A Hawthorn

Charlotte Griffith
Draine O. Smith

By: Neal A. Hawthorn
Type or Print Name
Title: Managing Partner
Date: 6-8-04
Address: P. O. Box 543
Longview, TX 75606

8. Other provisions.

~~_____, who has prepared and circulated this form for execution, represents and warrants that the form was printed from and, with the exception(s) listed below, is identical to the AAPL Form 610RS-1989 Model Form Recording Supplement to Operating Agreement and Financing Statement, as published in computerized form by Forms On-A-Disk, Inc. No changes, alterations, or modifications, other than those made by strikethrough and/or insertion and that are clearly recognizable as changes in Articles _____, have been made to the form.~~

IN WITNESS WHEREOF, this agreement shall be effective as of the 23 day of March, year: 2004,

ATTEST OR WITNESS:

OPERATOR

ST. MARY ENERGY COMPANY

By: Jerry R. Schuyler
Type or Print Name
Title: Sr. Vice President & Regional Manager
Date:
Address: 580 Westlake Park Blvd, Suite 600
Houston, TX 77079

ATTEST OR WITNESS:

NON-OPERATORS

RLI PROPERTIES, LLC

By: Neal A. Hawthorn
Type or Print Name
Title: Vice President
Date:
Address: P. O. Box 2146
Longview, Texas 75606

ATTEST OR WITNESS:

CRAIN ENERGY, LTD.

By: Neal A. Hawthorn
Type or Print Name
Title: Vice President of Crain Oil & Gas, LLC, General Partner
Date:
Address: P. O. Box 2146
Longview, Texas 75606

ATTEST OR WITNESS:

Amy P. Foreman

STOKES & SPIEHLER, INCORPORATED

By: Bruce Jordan
Type or Print Name
Title: President
Date: 5-13-04
Address: P.O. Box 51353
Lafayette, LA 70505

ATTEST OR WITNESS:

BEDFORD SABINE, LC

By: Neal A. Hawthorn
Type or Print Name
Title: Managing Partner
Date:
Address: P. O. Box 543
Longview, TX 75606

ATTEST OR WITNESS:

Leigh Ann Hebert

Mark Du Bois

TRIUMPH ENERGY, INC.

Don Claxton

By: Don Claxton
Type or Print Name

Title: President

Date: 5/26/04

Address: P. O. Box 53944
Lafayette, LA 70505

ATTEST OR WITNESS:

MOP, LLC

By: Scott W. Calhoun
Type or Print Name

Title:

Date:

Address:

ATTEST OR WITNESS:

COMANCHE EXPLORATION

By: J. W. Zaslaw
Type or Print Name

Title:

Date:

Address:

ATTEST OR WITNESS:

TRIUMPH ENERGY, INC.

By: Don Claxton
Type or Print Name
Title: President
Date:
Address: P. O. Box 53944
Lafayette, LA 70505

ATTEST OR WITNESS:

Marcy Ebert

Julie King

MOP, LLC

Scott Calhoon

By: Scott W. Calhoun
Type or Print Name
Title: President
Date: May 24, 2004
Address: 1500 Glenwood Avenue
Oklahoma City, OK 73116-5207

ATTEST OR WITNESS:

COMANCHE EXPLORATION

By: J. W. Zaslaw
Type or Print Name
Title:
Date:
Address:

ATTEST OR WITNESS:

TRIUMPH ENERGY, INC.

By: Don Claxton
Type or Print Name
Title: President
Date:
Address: P. O. Box 53944
Lafayette, LA 70505

ATTEST OR WITNESS:

MOP, LLC

By: Scott W. Calhoun
Type or Print Name
Title:
Date:
Address:

ATTEST OR WITNESS:

Karen Robertson

Kandi Nilson

Comanche Exploration Company, L.L.C.

By:
Robert G. Blair, Manager May 11, 2004

6520 N. Western, Suite 300
Oklahoma City, OK 73116

ACKNOWLEDGMENTS

Note: The following forms of acknowledgment are the short forms approved by the Uniform Law on Notarial Acts. The validity and effect of these forms in any state will depend upon the statutes of that state.

Individual acknowledgment:

State of _____)

) ss.

County of _____)

This instrument was acknowledged before me on

_____ by _____

(Seal, if any) _____

Title (and Rank) _____

My commission expires: _____

Acknowledgment in representative capacity:

State of Texas)

) ss.

~~County~~ of Harris)

This instrument was acknowledged before me on

JUNE 24, 2004 by Jerry R. Schuyler as

Sr. Vice President and Regional Manager of

St. Mary Energy Company .

(Seal, if any)

FRANCES A. ZWICK
Notary Public, State of Texas
My Commission Expires 02-03-05

Frances A. Zwick

Title (and Rank) NOTARY - STATE OF TEXAS

My commission expires: 2/3/05

Acknowledgment in representative capacity:

State of _____)

) **ss.**

County of _____)

This instrument was acknowledged before me on

_____ **by** _____ **as**

_____ **of**

_____ .

(Seal, if any) _____

Title (and Rank) _____

My commission expires: _____

Acknowledgment in representative capacity:

State of TEXAS)

) ss.

County of GREGG)

This instrument was acknowledged before me on

June 8, 2004 by Neal A. Hawthorn as

Vice President of

RLI Properties, LLC.

(Seal, if any)

MARY I. GRAY
Notary Public, State of Texas
My Comm. Expires 11-20-2004

Title (and Rank)

My commission expires:

Acknowledgment in representative capacity:

State of TEXAS)

) ss.

County of GREGG)

This instrument was acknowledged before me on

June 8, 2004 by Neal A. Hawthorn as

Vice President of

Crain Oil & Gas, LLC, General Partner of Crain Energy, Ltd.

(Seal, if any)

MARY I. GRAY
Notary Public, State of Texas
My Comm. Expires 11-20-2004

Title (and Rank)

My commission expires:

Acknowledgment in representative capacity:

State of TEXAS)

) ss.

County of GREGG)

This instrument was acknowledged before me on

June 8, 2004 by Neal A. Hawthorn as

Managing Partner of

Bedford Sabine, L.C.

(Seal, if any)

MARY I. GRAY
Notary Public, State of Texas
My Comm. Expires 11-20-2004

Title (and Rank)

My commission expires:

AAPL - FORM610RS - 1989

Acknowledgment in representative capacity:

State of _____)

) ss.

County of _____)

This instrument was acknowledged before me on

_____ by _____ as

_____ of

_____.

(Seal, if any)

_____

Title (and Rank) _____

My commission expires: _____

Acknowledgment in representative capacity:

State of Louisiana)

) ss.

Parish
County of Lafayette)

This instrument was acknowledged before me on

May 13, 2004 by Bruce Jordan as

President of

Stokes & Spiehler, Inc.

(Seal, if any)

Jacqueline D. Broussard

Title (and Rank) Notary Public

My commission expires: at death

Acknowledgment in representative capacity:

State of _____)

) ss.

County of _____)

This instrument was acknowledged before me on

_____ by _____ as

_____ of

_____.

(Seal, if any)

_____

Title (and Rank) _____

My commission expires: _____

Acknowledgment in representative capacity:

State of LOUISIANA)

) ss.

County of LAFAYETTE)

This instrument was acknowledged before me on

MAY 26, 2004 by DON CLAXTON as

PRESIDENT of

TRIUMPH ENERGY, INC.

(Seal, if any)

Title (and Rank) NOTARY PUBLIC

My commission expires: AT MY DEATH

Acknowledgment in representative capacity:

State of _____)

) ss.

County of _____)

This instrument was acknowledged before me on

_____ by _____ as

_____ of

_____.

(Seal, if any)

Title (and Rank) _____

My commission expires: _____

Acknowledgment in representative capacity:

State of _____)

) ss.

County of _____)

This instrument was acknowledged before me on

_____ by _____ as

_____ of

_____.

(Seal, if any)

Title (and Rank) _____

My commission expires: _____

Acknowledgment in representative capacity:

State of _____)

) ss.

County of _____)

This instrument was acknowledged before me on

_____ by _____ as

_____ of

_____.

(Seal, if any)

_____

Title (and Rank) _____

My commission expires: _____

Acknowledgment in representative capacity:

State of OKLAHOMA)

) ss.

County of OKLAHOMA)

This instrument was acknowledged before me on

May 27, 2004 by Scott Calhoon as

President of

MOP, LLC.

(Seal, if any)

Keri Tarrant

Title (and Rank) _____

My commission expires: 7-19-04

Acknowledgment in representative capacity:

State of _____)

) ss.

County of _____)

This instrument was acknowledged before me on

_____ by _____ as

_____ of

_____.

(Seal, if any)

_____

Title (and Rank) _____

My commission expires: _____

AAPL - FORM610.RS - 1989

Acknowledgment in representative capacity:

State of _____)

) ss.

County of _____)

This instrument was acknowledged before me on

_____ by _____ as

_____ of

_____.

(Seal, if any)

_____

Title (and Rank) _____

My commission expires: _____

Acknowledgment in representative capacity:

State of _____)

) ss.

County of _____)

This instrument was acknowledged before me on

_____ by _____ as

_____ of

_____.

(Seal, if any)

_____

Title (and Rank) _____

My commission expires: _____

Acknowledgment in representative capacity:

State of Oklahoma)

) ss.

County of Canadian)

This instrument was acknowledged before me on

May 11, 2004 by Robert G. Blair as

Manager of

Comanche Exploration Company, L.L.C.

(Seal, if any)

Heidi J. Boggs

Title (and Rank) _____

Heidi J. Boggs
Exp. Date 4/18/05
Comm. #01006563

My commission expires: _____

EXHIBIT "A"

Attached to and made a part of that certain
Recording Supplement to Operating Agreement and
Financing Statement dated March 23, 2004 by and between,
St. Mary Energy Company, as Operator, and
RLI Properties, LLC et al, as Non-Operators

1. LANDS SUBJECT TO THIS AGREEMENT

All those lands included within the Area of Mutual Interest depicted by the Red Outline on the plat attached hereto as Exhibit 'B', hereinafter referred to as the "Contract Area."

2. RESTRICTIONS AS TO DEPTHS AND/OR FORMATIONS:

There shall be no depth restrictions within the Contract Area, **EXCEPT** the stratigraphic equivalent of the perforated sands found and lying within the geographic boundaries of the MT RA SUA-R.R. Bruce No. 2 Well and the Cib Haz VUA – R.R. Bruce No. 3 Well, as reserved by the farmout parties in the farmout agreements referenced below.

3. PARTIES TO AGREEMENT AND ADDRESSES:

St. Mary Energy Company
580 Westlake Park Blvd., Suite 600
Houston, Texas 77079
Phone: (281) 677-2800
FAX: (281) 677-2810

RLI Properties, LLC
P.O. Box 2146
Longview, Texas 75606-2146
Phone: (903) 758-8276
FAX: (903) 758-5098

Crain Energy, Ltd.
P.O. Box 2146
Longview, Texas 75606-2146
Phone: (903) 758-8276
FAX: (903) 758-5098

MOP LLC
1500 Glenwood Avenue
Oklahoma City, OK 73116-5207
Phone: (405) 948-1559
Fax: (405) 948-1048

Bedford Sabine, LC
P. O. Box 543
Longview, Texas 75606-2146
Phone: (903) 758-8276
FAX: (903) 758-5098

Triumph Energy, Inc.
500 Dover Blvd., Suite 310
Lafayette, LA 70503
Phone: (337) 984-2603
FAX: (337) 984-1082

Comanche Exploration Company, L.L.C.
6520 N Western Ave., Suite 300
Oklahoma City, OK 73116
Phone: (405) 755-5900
FAX: (405) 755-5975

Stokes & Spiehler, Incorporated
111 Rue Jean Lafitte, Suite 202
Lafayette, LA 70508
Phone: (337) 233-6871
FAX: (337) 233-7198

4. **PERCENTAGES OF THE PARTIES :**

PARTIES	WORKING INTEREST INITIAL TEST WELL BEFORE CASING POINT	WORKING INTEREST INITIAL TEST WELL AFTERCASING POINT
St. Mary Energy Company	48.78%	58.91%*
RLI Properties, LLC	15.87%	12.50%*
Crain Energy, Ltd.	15.87%	12.50%*
Triumph Energy, Inc.	7.00%	5.50%*
Stokes & Spiehler, Inc.	6.35%	5.00%*
Bedford Sabine, LC	2.54%	2.00%*
MOP LLC	1.795%	1.795%
Comanche Exploration	1.795%	1.795%
	100.00%	100.00%

* Such Parties interests are made subject to the terms and conditions of the Farmout Agreements referenced below in Provision 7 below.

5. **OIL AND GAS LEASES SUBJECT TO THIS AGREEMENT:**

All leases jointly owned by the parties within the Contract Area, as well as, those leases which are currently held by production and made a part of the Farmout Agreements referenced in Provision 7 below.

6. **BURDENS ON PRODUCTION:**

All burdens payable out of production from the Contract Area, including, but not limited to royalties (including both lessor's royalties and non-participating royalties), overriding royalties, net profits interests, production payments, and other similar obligations, which were in existence or filed of record on or before the effective date of this Operating Agreement, are deemed by the parties to be stipulated herein by reference for all purposes.

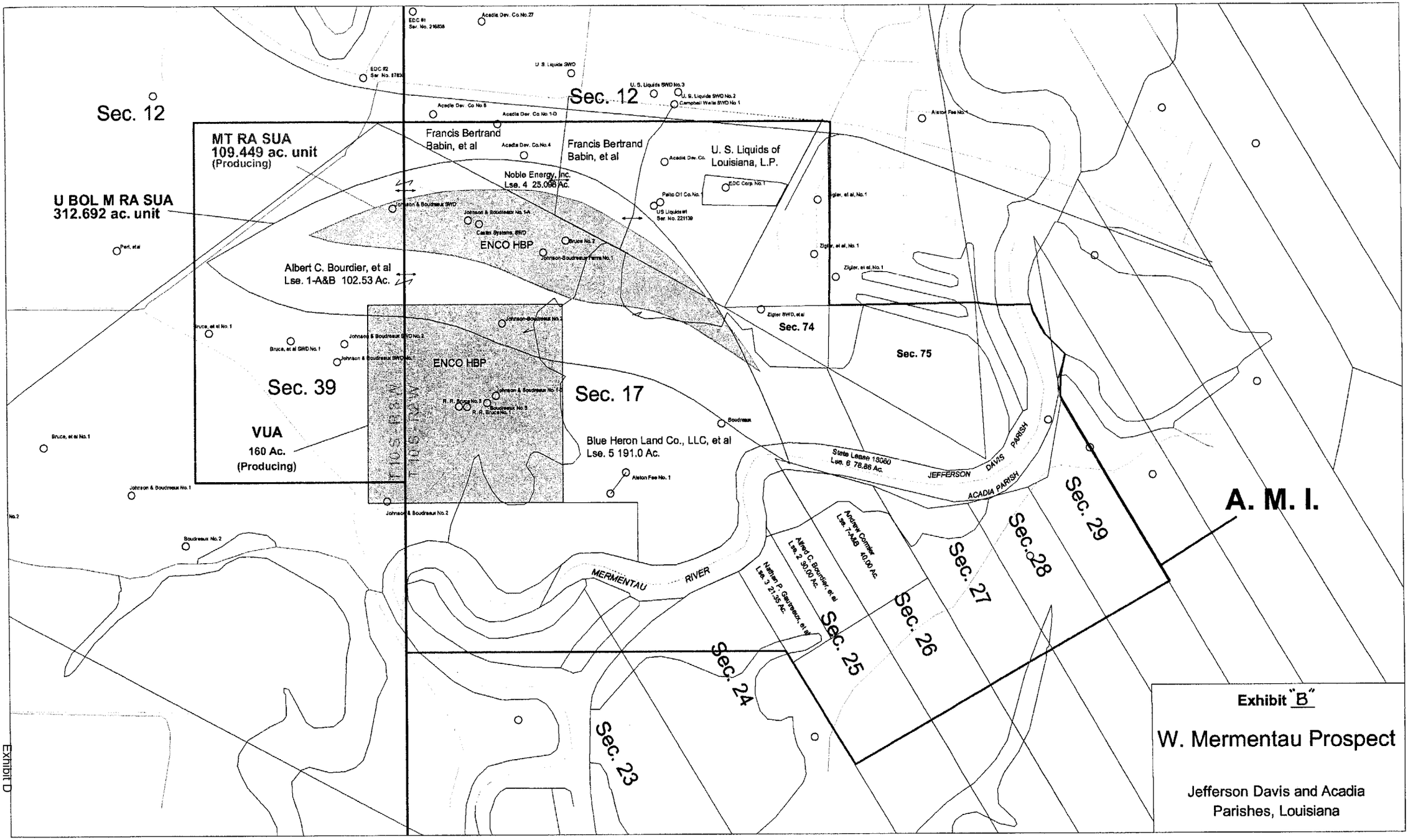
7. **FARMOUT AGREEMENTS:**

Farmout Agreement dated January 8, 2004, between Enco Resources, Inc., as Farmor, and St. Mary Energy Company, as Farmee.

Farmout Agreement dated February 17, 2004, between Arjuna LLC, as Farmor, and St. Mary Energy Company, as Farmee.

Farmout Agreement dated February 10, 2004, between Eagle River Energy Corporation, as Farmor, and St. Mary Energy Company, as Farmee.

Farmout Agreement dated March 1, 2004, between CL&F Resources, LP, as Farmor, and St. Mary Energy Company, as Farmee.



Castex Development - Title and Lease History - 001994

Exhibit D

610427

RECEIVED AND FILED
2005 MAR -4 PM 12: 19
CARLTON L. DUNCH
JEFFERSON DAVIS PARISH

257

PARTIAL SUBLEASE OF OIL, GAS AND MINERAL LEASES

STATE OF LOUISIANA

§ KNOW ALL MEN BY THESE PRESENTS:

PARISH OF JEFFERSON DAVIS

THAT, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ENCO Resources, Inc., whose mailing address is P. O. Box 5738, Humble, Texas 77325-5738, hereinafter referred to as "Sublessor", does hereby Grant, Demise, Sublease and Sublet unto St. Mary Energy Company, whose mailing address is 580 Westlake Park Blvd., Suite 600, Houston, Texas 77079, hereinafter referred to as "Sublessee," all of Sublessor's right, title and interest in and to those oil, gas and mineral leases (hereinafter referred to as said "Leases") described in Exhibit "A" attached to and made a part hereof.

This Partial Sublease is made and accepted in accordance with that certain unrecorded Farmout Agreement dated January 21, 2004, by and between ENCO Resources, Inc., as FARMOR, and St. Mary Energy Company, as FARMEE, (including any written amendments thereto) and this Partial Sublease and said Farmout Agreement shall be construed as comprising but one instrument and agreement, and in the event of conflict between this Partial Sublease and the said Farmout Agreement, the provisions of this Partial Sublease shall prevail. Without in any way limiting the foregoing, it is distinctly understood and agreed that all of the terms and provisions of said Farmout Agreement are in full force and effect exactly as if herein set out verbatim in full.

610427

There is hereby reserved and excepted unto Sublessor, and unto its successors and assigns, an overriding royalty interest on all of the oil and gas and other hydrocarbons produced and saved from or allocated to the subleased premises equal to three percent (3%), to be delivered into tanks or pipeline, free and clear of all cost of exploring, drilling, producing, separating, treating and marketing, but shall bear its proportionate part of all excise, production, severance or other similar taxes as applicable to such production. Upon Payout, as defined in the said Farmout Agreement, Sublessor shall the right and option, to convert its overriding royalty interest to twenty-five percent (25%) of eight-eighths (8/8ths) of the working interest in and to the oil and gas leases effectively conveyed by this Partial Sublease together with a like interest in all lease equipment and personal property in or used in connection therewith subject to ENCO's proportionate part of any royalties, overriding royalty interests, production payments, or similar lease burdens created and existing as of the effective date hereof, all in accordance with the said Farmout Agreement. If said Leases cover less than the full mineral interest or if Sublessor owns less than the full leasehold interest in said Leases, such overriding royalty interest and working interest herein reserved shall be proportionately reduced on a lease-by-lease basis in the proportion that Sublessor's leasehold interest in the subleased premises bears to the full leasehold interest in same.

Sublessee hereby assumes and agrees to comply with all obligations and covenants, express or implied, imposed upon the lessee in said Leases or contained in any intermediate sublease thereof insofar as concerns the interest and premises included in this Partial Sublease, and agrees to indemnify and to save harmless Sublessor from any risk, liability or expense of whatsoever kind accruing thereunder from and after the effective date of said Farmout Agreement.

There is hereby reserved and excepted unto Sublessor, and unto its successors and assigns, all depths, formations, and interests (including the right of ingress and egress and all rights to explore, develop, and produce same, with the right to drill above, below or through the subleased premises to reach shallower or deeper formations) not specifically included in this Partial Sublease.

This Partial Sublease is made without warranty of title, either express or implied, except as to acts by, through or under Sublessor. Further, this Partial Sublease is subject to all prior encumbrances.

TO HAVE AND TO HOLD the interest subleased herein to Sublessee, subject to the terms, covenants and conditions hereof which shall be binding upon and shall inure to the benefit of Sublessor and Sublessee and their respective successors and assigns.

EXECUTED THIS 11th day of January, 2005, but effective as of December 20, 2004.

WITNESSES

Lisa P Burgess

Wendy Hinojosa

Dick Wallace

"SUBLESSOR"

ENCO Resources, Inc.
By: T A Burgess

Title: PRESIDENT

"SUBLESSEE"

ST. MARY ENERGY COMPANY

By: Jerry R. Schuyler

Title:

JERRY R. SCHUYLER
SENIOR VICE PRESIDENT
& REGIONAL MANAGER

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY/PARISH OF HARRIS

On this 28th day of DECEMBER, 2004, before me appeared Jerry R. Schuyler, to me personally known, who, being by me duly sworn, did say that he is Sr.VP & Regional Manager of St. Mary Energy Company, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said Jerry R. Schuyler acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the 28th day of DECEMBER, 2004.

My Commission Expires:

2/3/05

Frances A. Zwick
Notary Public, State of Texas

FRANCES A ZWICK
Notary Public State of Texas
My Commission Expires 02-03-05

STATE OF Texas

COUNTY/PARISH OF Harris

On this 11th day of January, 2005, before me appeared Douglas H. Burgess.

Given under my hand and seal this the 11th day of January, 2005.

My Commission Expires:

December 12, 2008

Mary L. Martin
Notary Public, State of Texas

MARY L. MARTIN
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-12-2008

Exhibt "A"

Attached to and made a part of that certain Partial Sublease of Oil, Gas and Mineral Leases, effective December 20, 2004

LSE.	SUFFIX	LESSOR	LESSEE	GROSS ACRES	DATED EFFECTIVE	JEFFERSON DAVIS PARISH ENTRY NO.	ACADIA PARISH ENTRY NO.
ENCO 1	A	ALBERT SIDNEY JOHNSON, III	MARANTHA MINERAL CORPORATION	450.840	22-Jul-84	456380	
ENCO 1	B	BERNICE FOREMAN BOUDREAUX	MARANTHA MINERAL CORPORATION	450.840	22-Jul-84	456381	
ENCO 1	C	WAYNE BOODREAUX	MARANTHA MINERAL CORPORATION	450.840	22-Jul-84	456382	
ENCO 1	D	MARK W. BOODREAUX	MARANTHA MINERAL CORPORATION	450.840	22-Jul-84	456383	
ENCO 1	E	REUBEN RAYMOND BRUCE, ET AL	MARANTHA MINERAL CORPORATION	450.840	22-Jul-84	456384	
ENCO 2	A	REUBEN RAYMOND BRUCE, ET AL	MARANTHA MINERAL CORPORATION	193.860	23-Jan-84	456385	
ENCO 2	B	ALBERT SIDNEY JOHNSON, III	MARANTHA MINERAL CORPORATION	193.860	23-Jan-84	456386	
ENCO 2	C	BERNICE FOREMAN BOUDREAUX	MARANTHA MINERAL CORPORATION	193.860	23-Jan-84	456387	
ENCO 2	D	WAYNE BOODREAUX	MARANTHA MINERAL CORPORATION	193.860	23-Jan-84	456388	
ENCO 2	E	MARK W. BOODREAUX	MARANTHA MINERAL CORPORATION	193.860	23-Jan-84	456389	
ENCO 3	A	REUBEN RAYMOND BRUCE, ET AL	MARANTHA MINERAL CORPORATION	122.630	23-Jan-84	456390	
ENCO 3	B	ALBERT SIDNEY JOHNSON, III	MARANTHA MINERAL CORPORATION	122.630	23-Jan-84	456391	
ENCO 3	C	BERNICE FOREMAN BOUDREAUX	MARANTHA MINERAL CORPORATION	122.630	23-Jan-84	456392	
ENCO 3	D	WAYNE BOODREAUX	MARANTHA MINERAL CORPORATION	122.630	23-Jan-84	456393	
ENCO 3	E	MARK W. BOODREAUX	MARANTHA MINERAL CORPORATION	122.630	23-Jan-84	456394	
ENCO 4	A	REUBEN RAYMOND BRUCE, ET AL	MARANTHA MINERAL CORPORATION	70.510	23-Jan-84	456395	
ENCO 4	B	ALBERT SIDNEY JOHNSON, III	MARANTHA MINERAL CORPORATION	70.510	23-Jan-84	456396	
ENCO 4	C	BERNICE FOREMAN BOUDREAUX	MARANTHA MINERAL CORPORATION	70.510	23-Jan-84	456397	
ENCO 4	D	WAYNE BOODREAUX	MARANTHA MINERAL CORPORATION	70.510	23-Jan-84	456398	
ENCO 4	E	MARK W. BOODREAUX	MARANTHA MINERAL CORPORATION	70.510	23-Jan-84	456399	
ENCO 5		TEXACO INC.	THE STONE PETROLEUM CORPORATION	627.950	04-Jun-85	460997	
ENCO 6		PELTO OIL COMPANY	THE STONE PETROLEUM CORPORATION	482.000	12-Dec-85	463613	

RECEIVED AND FILED
2005 MAR -4 PM 12: 19
CARLTON L. DUPUIS
JEFFERSON DAVIS PARISH

PARTIAL SUBLEASE OF OIL, GAS AND MINERAL LEASES

STATE OF LOUISIANA

§ KNOW ALL MEN BY THESE PRESENTS:

PARISH OF JEFFERSON DAVIS

THAT, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ARJUNA LLC, whose mailing address is 2445 South Zephyr Way, Lakewood, CO 80227-3200, hereinafter referred to as "Sublessor", does hereby Grant, Demise, Sublease and Sublet unto St. Mary Energy Company, whose mailing address is 580 Westlake Park Blvd., Suite 600, Houston, Texas 77079, hereinafter referred to as "Sublessee," all of Sublessor's right, title and interest in and to those oil, gas and mineral leases (hereinafter referred to as said "Leases") described in Exhibit "A" attached to and made a part hereof.

610428

This Partial Sublease is made and accepted in accordance with that certain unrecorded Farmout Agreement dated effective February 10, 2004, by and between ARJUNA LLC, as FARMOR, and St. Mary Energy Company, as FARMEE, (including any written amendments thereto) and this Partial Sublease and said Farmout Agreement shall be construed as comprising but one instrument and agreement, and in the event of conflict between this Partial Sublease and the said Farmout Agreement, the provisions of this Partial Sublease shall prevail. Without in any way limiting the foregoing, it is distinctly understood and agreed that all of the terms and provisions of said Farmout Agreement are in full force and effect exactly as if herein set out verbatim in full.

There is hereby reserved and excepted unto Sublessor, and unto its successors and assigns, an overriding royalty interest on all of the oil and gas and other hydrocarbons produced and saved from or allocated to the subleased premises equal to three percent (3%), to be delivered into tanks or pipeline, free and clear of all cost of exploring, drilling, producing, separating, treating and marketing, but shall bear its proportionate part of all excise, production, severance or other similar taxes as applicable to such production. Upon Payout, as defined in the said Farmout Agreement, Sublessor shall the right and option, to convert its overriding royalty interest to twenty-five percent (25%) of eight-eighths (8/8ths) of the working interest in and to the oil and gas leases effectively conveyed by this Partial Sublease together with a like interest in all lease equipment and personal property in or used in connection therewith subject to ARJUNA's proportionate part of any royalties, overriding royalty interests, production payments, or similar lease burdens created and existing as of the effective date hereof, all in accordance with the said Farmout Agreement. If said Leases cover less than the full mineral interest or if Sublessor owns less than the full leasehold interest in said Leases, such overriding royalty interest and working interest herein reserved shall be proportionately reduced on a lease-by-lease basis in the proportion that Sublessor's leasehold interest in the subleased premises bears to the full leasehold interest in same.

Sublessee hereby assumes and agrees to comply with all obligations and covenants, express or implied, imposed upon the lessee in said Leases or contained in any intermediate sublease thereof insofar as concerns the interest and premises included in this Partial Sublease, and agrees to indemnify and to save harmless Sublessor from any risk, liability or expense of whatsoever kind accruing thereunder from and after the effective date of said Farmout Agreement.

There is hereby reserved and excepted unto Sublessor, and unto its successors and assigns, all depths, formations, and interests (including the right of ingress and egress and all rights to explore, develop, and produce same, with the right to drill above, below or through the subleased premises to reach shallower or deeper formations) not specifically included in this Partial Sublease.

This Partial Sublease is made without warranty of title, either express or implied, except as to acts by, through or under Sublessor. Further, this Partial Sublease is subject to all prior encumbrances.

TO HAVE AND TO HOLD the interest subleased herein to Sublessee, subject to the terms, covenants and conditions hereof which shall be binding upon and shall inure to the benefit of Sublessor and Sublessee and their respective successors and assigns.

EXECUTED THIS 3 day of JANUARY, 2005, but effective as of December 20, 2004.

WITNESSES

"SUBLESSOR"

ARJUNA LLC

By: B. Bean Berry

Title: Manager

"SUBLESSEE"

ST. MARY ENERGY COMPANY

By: Jerry R Schuyler

Title:

JERRY R. SCHUYLER
SENIOR VICE PRESIDENT
& REGIONAL MANAGER

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY/PARISH OF HARRIS

On this 28th day of DECEMBER, 2004, before me appeared Jerry R. Schuyler, to me personally known, who, being by me duly sworn, did say that he is Sr.VP & Regional Manager of St. Mary Energy Company, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said Jerry R. Schuyler acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the 28th day of DECEMBER, 2004.

My Commission Expires:

2/3/05

Frances A. Zwick
Notary Public, State of Texas

FRANCES A. ZWICK
Notary Public State of Texas
My Commission Expires 02-03-05

STATE OF Colorado

COUNTY/PARISH OF _____

On this 3 day of January, 2005, before me appeared Brooks B Neary.

Given under my hand and seal this the 3 day of January, 2005

My Commission Expires:

4-12-06

Patricia S Catt
Notary Public, State of Colorado

Exhibt "A"

Attached to and made a part of that certain Partial Sublease of Oil, Gas and Mineral Leases, effective December 20, 2004

LSE.	SUFFIX	LESSOR	LESSEE	GROSS ACRES	DATED EFFECTIVE	JEFFERSON DAVIS PARISH ENTRY NO.	ACADIA PARISH ENTRY NO.
ENCO 1	A	ALBERT SIDNEY JOHNSON, III	MARANTHA MINERAL CORPORATION	450.840	22-Jul-84	456380	
ENCO 1	B	BERNICE FOREMAN BOUDREAUX	MARANTHA MINERAL CORPORATION	450.840	22-Jul-84	456381	
ENCO 1	C	WAYNE BOODREAUX	MARANTHA MINERAL CORPORATION	450.840	22-Jul-84	456382	
ENCO 1	D	MARK W. BOODREAUX	MARANTHA MINERAL CORPORATION	450.840	22-Jul-84	456383	
ENCO 1	E	REUBEN RAYMOND BRUCE, ET AL	MARANTHA MINERAL CORPORATION	450.840	22-Jul-84	456384	
ENCO 2	A	REUBEN RAYMOND BRUCE, ET AL	MARANTHA MINERAL CORPORATION	193.860	23-Jan-84	456385	
ENCO 2	B	ALBERT SIDNEY JOHNSON, III	MARANTHA MINERAL CORPORATION	193.860	23-Jan-84	456386	
ENCO 2	C	BERNICE FOREMAN BOUDREAUX	MARANTHA MINERAL CORPORATION	193.860	23-Jan-84	456387	
ENCO 2	D	WAYNE BOODREAUX	MARANTHA MINERAL CORPORATION	193.860	23-Jan-84	456388	
ENCO 2	E	MARK W. BOODREAUX	MARANTHA MINERAL CORPORATION	193.860	23-Jan-84	456389	
ENCO 3	A	REUBEN RAYMOND BRUCE, ET AL	MARANTHA MINERAL CORPORATION	122.630	23-Jan-84	456390	
ENCO 3	B	ALBERT SIDNEY JOHNSON, III	MARANTHA MINERAL CORPORATION	122.630	23-Jan-84	456391	
ENCO 3	C	BERNICE FOREMAN BOUDREAUX	MARANTHA MINERAL CORPORATION	122.630	23-Jan-84	456392	
ENCO 3	D	WAYNE BOODREAUX	MARANTHA MINERAL CORPORATION	122.630	23-Jan-84	456393	
ENCO 3	E	MARK W. BOODREAUX	MARANTHA MINERAL CORPORATION	122.630	23-Jan-84	456394	
ENCO 4	A	REUBEN RAYMOND BRUCE, ET AL	MARANTHA MINERAL CORPORATION	70.510	23-Jan-84	456395	
ENCO 4	B	ALBERT SIDNEY JOHNSON, III	MARANTHA MINERAL CORPORATION	70.510	23-Jan-84	456396	
ENCO 4	C	BERNICE FOREMAN BOUDREAUX	MARANTHA MINERAL CORPORATION	70.510	23-Jan-84	456397	
ENCO 4	D	WAYNE BOODREAUX	MARANTHA MINERAL CORPORATION	70.510	23-Jan-84	456398	
ENCO 4	E	MARK W. BOODREAUX	MARANTHA MINERAL CORPORATION	70.510	23-Jan-84	456399	
ENCO 5		TEXACO INC.	THE STONE PETROLEUM CORPORATION	627.950	04-Jun-85	460997	
ENCO 6		PELTO OIL COMPANY	THE STONE PETROLEUM CORPORATION	482.000	12-Dec-85	463613	

RECEIVED AND FILED
2005 MAR -4 PM 12:15
CARLTON L. DUHON
CLERK OF COURT
JEFFERSON DAVIS PARISH

PARTIAL SUBLEASE OF OIL, GAS AND MINERAL LEASES

STATE OF LOUISIANA §
PARISH OF JEFFERSON DAVIS **KNOW ALL MEN BY THESE PRESENTS:**

THAT, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Eagle River Energy Corporation, whose mailing address is 7060 South Yale, Suite 609, Tulsa, OK 74136-5739, hereinafter referred to as "Sublessor", does hereby Grant, Demise, Sublease and Sublet unto St. Mary Energy Company, whose mailing address is 580 Westlake Park Blvd., Suite 600, Houston, Texas 77079, hereinafter referred to as "Sublessee," all of Sublessor's right, title and interest in and to those oil, gas and mineral leases (hereinafter referred to as said "Leases") described in Exhibit "A" attached to and made a part hereof, reserving unto Sublessor, the stratigraphic equivalent of the perforated sands found in the MT RA SUA- R.R. Bruce No. 2 Well and the stratigraphic equivalent of the perforated sands found in the Cib Haz VUA – R.R. Bruce No. 3 Well.

This Partial Sublease is made and accepted in accordance with that certain unrecorded Farmout Agreement dated February 10, 2004, by and between Eagle River Energy Corporation, as FARMOR, and St. Mary Energy Company, as FARMEE, (including any written amendments thereto) and this Partial Sublease and said Farmout Agreement shall be construed as comprising but one instrument and agreement, and in the event of conflict between this Partial Sublease and the said Farmout Agreement, the provisions of this Partial Sublease shall prevail. Without in any way limiting the foregoing, it is distinctly understood and agreed that all of the terms and provisions of said Farmout Agreement are in full force and effect exactly as if herein set out verbatim in full.

610429

There is hereby reserved and excepted unto Sublessor, and unto its successors and assigns, an overriding royalty interest on all of the oil and gas and other hydrocarbons produced and saved from or allocated to the subleased premises equal to three percent (3%), to be delivered into tanks or pipeline, free and clear of all cost of exploring, drilling, producing, separating, treating and marketing, but shall bear its proportionate part of all excise, production, severance or other similar taxes as applicable to such production. Upon Payout, as defined in the said Farmout Agreement, Sublessor shall the right and option, to convert its overriding royalty interest to twenty-five percent (25%) of eight-eighths (8/8ths) of the working interest in and to the oil and gas leases effectively conveyed by this Partial Sublease together with a like interest in all lease equipment and personal property in or used in connection therewith subject to Sublessor's proportionate part of any royalties, overriding royalty interests, production payments, or similar lease burdens created and existing as of the effective date hereof, all in accordance with the said Farmout Agreement. If said Leases cover less than the full mineral interest or if Sublessor owns less than the full leasehold interest in said Leases, such overriding royalty interest and working interest herein reserved shall be proportionately reduced on a lease-by-lease basis in the proportion that Sublessor's leasehold interest in the subleased premises bears to the full leasehold interest in same.

Sublessee hereby assumes and agrees to comply with all obligations and covenants, express or implied, imposed upon the lessee in said Leases or contained in any intermediate sublease thereof insofar as concerns the interest and premises included in this Partial Sublease, and agrees to indemnify and to save harmless Sublessor from any risk, liability or expense of whatsoever kind accruing thereunder from and after the effective date of said Farmout Agreement.

There is hereby reserved and excepted unto Sublessor, and unto its successors and assigns, all depths, formations, and interests (including the right of ingress and egress and all rights to explore, develop, and produce same, with the right to drill above, below or through the subleased premises to reach shallower or deeper formations) not specifically included in this Partial Sublease.

This Partial Sublease is made without warranty of title, either express or implied, except as to acts by, through or under Sublessor. Further, this Partial Sublease is subject to all prior encumbrances.

TO HAVE AND TO HOLD the interest subleased herein to Sublessee, subject to the terms, covenants and conditions hereof which shall be binding upon and shall inure to the benefit of Sublessor and Sublessee and their respective successors and assigns.

EXECUTED THIS 7th day of January, 2005, but effective as of December 20, 2004.

WITNESSES

Kristi Start

Cheri J. Andre

Dick Wallace

"SUBLESSOR"

EAGLE RIVER ENERGY CORPORATION

By: Mark P. Gorry

Title: President

"SUBLESSEE"

ST. MARY ENERGY COMPANY

By: Jerry R. Schuyler

Title: JERRY R. SCHUYLER
SENIOR VICE PRESIDENT
& REGIONAL MANAGER

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY/PARISH OF HARRIS

On this 28th day of DECEMBER, 2004, before me appeared Jerry R. Schuyler, to me personally known, who, being by me duly sworn, did say that he is Sr.VP & Regional Manager of St. Mary Energy Company, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said Jerry R. Schuyler acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the 28th day of DECEMBER, 2004.

My Commission Expires:

2/3/05

Frances A Zwick
Notary Public, State of Texas

FRANCES A ZWICK
Notary Public State of Texas
My Commission Expires 02-03-05

STATE OF OKlahoma

COUNTY/PARISH OF Tulsa

On this 7th day of January, 2005, before me appeared Mark P. Godsey.

Given under my hand and seal this the 7th day of January, 2005.

My Commission Expires:

10-25-08

Dora L Gravitt
Notary Public, State of OKlahoma

Exhibt "A"

Attached to and made a part of that certain Partial Sublease of Oil, Gas and Mineral Leases, effective December 20, 2004

LSE.	SUFFIX	LESSOR	LESSEE	GROSS ACRES	DATED EFFECTIVE	JEFFERSON DAVIS PARISH ENTRY NO.	ACADIA PARISH ENTRY NO.
ENCO 1	A	ALBERT SIDNEY JOHNSON, III	MARANTHA MINERAL CORPORATION	450.840	22-Jul-84	456380	
ENCO 1	B	BERNICE FOREMAN BOUDREAUX	MARANTHA MINERAL CORPORATION	450.840	22-Jul-84	456381	
ENCO 1	C	WAYNE BOODREAUX	MARANTHA MINERAL CORPORATION	450.840	22-Jul-84	456382	
ENCO 1	D	MARK W. BOODREAUX	MARANTHA MINERAL CORPORATION	450.840	22-Jul-84	456383	
ENCO 1	E	REUBEN RAYMOND BRUCE, ET AL	MARANTHA MINERAL CORPORATION	450.840	22-Jul-84	456384	
ENCO 2	A	REUBEN RAYMOND BRUCE, ET AL	MARANTHA MINERAL CORPORATION	193.860	23-Jan-84	456385	
ENCO 2	B	ALBERT SIDNEY JOHNSON, III	MARANTHA MINERAL CORPORATION	193.860	23-Jan-84	456386	
ENCO 2	C	BERNICE FOREMAN BOUDREAUX	MARANTHA MINERAL CORPORATION	193.860	23-Jan-84	456387	
ENCO 2	D	WAYNE BOODREAUX	MARANTHA MINERAL CORPORATION	193.860	23-Jan-84	456388	
ENCO 2	E	MARK W. BOODREAUX	MARANTHA MINERAL CORPORATION	193.860	23-Jan-84	456389	
ENCO 3	A	REUBEN RAYMOND BRUCE, ET AL	MARANTHA MINERAL CORPORATION	122.630	23-Jan-84	456390	
ENCO 3	B	ALBERT SIDNEY JOHNSON, III	MARANTHA MINERAL CORPORATION	122.630	23-Jan-84	456391	
ENCO 3	C	BERNICE FOREMAN BOUDREAUX	MARANTHA MINERAL CORPORATION	122.630	23-Jan-84	456392	
ENCO 3	D	WAYNE BOODREAUX	MARANTHA MINERAL CORPORATION	122.630	23-Jan-84	456393	
ENCO 3	E	MARK W. BOODREAUX	MARANTHA MINERAL CORPORATION	122.630	23-Jan-84	456394	
ENCO 4	A	REUBEN RAYMOND BRUCE, ET AL	MARANTHA MINERAL CORPORATION	70.510	23-Jan-84	456395	
ENCO 4	B	ALBERT SIDNEY JOHNSON, III	MARANTHA MINERAL CORPORATION	70.510	23-Jan-84	456396	
ENCO 4	C	BERNICE FOREMAN BOUDREAUX	MARANTHA MINERAL CORPORATION	70.510	23-Jan-84	456397	
ENCO 4	D	WAYNE BOODREAUX	MARANTHA MINERAL CORPORATION	70.510	23-Jan-84	456398	
ENCO 4	E	MARK W. BOODREAUX	MARANTHA MINERAL CORPORATION	70.510	23-Jan-84	456399	
ENCO 5		TEXACO INC.	THE STONE PETROLEUM CORPORATION	627.950	04-Jun-85	460997	
ENCO 6		PELTO OIL COMPANY	THE STONE PETROLEUM CORPORATION	482.000	12-Dec-85	463613	

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2005 MAR -4 PM 12: 19
CLERK OF COURT
JEFFERSON DAVIS PARISH

PARTIAL SUBLEASE OF OIL, GAS AND MINERAL LEASES

STATE OF LOUISIANA §
PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Continental Land & Fur Co., Inc., whose mailing address is 450 Gears Road, Suite 700, Houston, Texas 77067-4534, hereinafter referred to as "Sublessor", does hereby Grant, Demise, Sublease and Sublet unto St. Mary Energy Company, whose mailing address is 580 Westlake Park Blvd., Suite 600, Houston, Texas 77079, hereinafter referred to as "Sublessee," all of Sublessor's right, title and interest in and to those oil, gas and mineral leases (hereinafter referred to as said "Leases") described in Exhibit "A" attached to and made a part hereof.

This Partial Sublease is made and accepted in accordance with that certain unrecorded Farmout Agreement dated effective March 1, 2004, by and between Continental Land & Fur Co., Inc., as FARMOR, and St. Mary Energy Company, as FARMEE, (including any written amendments thereto) and this Partial Sublease and said Farmout Agreement shall be construed as comprising but one instrument and agreement, and in the event of conflict between this Partial Sublease and the said Farmout Agreement, the provisions of this Partial Sublease shall prevail. Without in any way limiting the foregoing, it is distinctly understood and agreed that all of the terms and provisions of said Farmout Agreement are in full force and effect exactly as if herein set out verbatim in full.

610430

There is hereby reserved and excepted unto Sublessor, and unto its successors and assigns, an overriding royalty interest on all of the oil and gas and other hydrocarbons produced and saved from or allocated to the subleased premises equal to three percent (3%), to be delivered into tanks or pipeline, free and clear of all cost of exploring, drilling, producing, separating, treating and marketing, but shall bear its proportionate part of all excise, production, severance or other similar taxes as applicable to such production. Upon Payout, as defined in the said Farmout Agreement, Sublessor shall have the right and option, to convert its overriding royalty interest to twenty-five percent (25%) of eight-eighths (8/8ths) of the working interest in and to the oil and gas leases effectively conveyed by this Partial Sublease together with a like interest in all lease equipment and personal property in or used in connection therewith subject to Sublessor's proportionate part of any royalties, overriding royalty interests, production payments, or similar lease burdens created and existing as of the effective date hereof, all in accordance with the said Farmout Agreement. If said Leases cover less than the full mineral interest or if Sublessor owns less than the full leasehold interest in said Leases, such overriding royalty interest and working interest herein reserved shall be proportionately reduced on a lease-by-lease basis in the proportion that Sublessor's leasehold interest in the subleased premises bears to the full leasehold interest in same.

Sublessee hereby assumes and agrees to comply with all obligations and covenants, express or implied, imposed upon the lessee in said Leases or contained in any intermediate sublease thereof insofar as concerns the interest and premises included in this Partial Sublease, and agrees to indemnify and to save harmless Sublessor from any risk, liability or expense of whatsoever kind accruing thereunder from and after the effective date of said Farmout Agreement.

There is hereby reserved and excepted unto Sublessor, and unto its successors and assigns, all depths, formations, and interests (including the right of ingress and egress and all rights to explore, develop, and produce same, with the right to drill above, below or through the subleased premises to reach shallower or deeper formations) not specifically included in this Partial Sublease.

This Partial Sublease is made without warranty of title, either express or implied, except as to acts by, through or under Sublessor. Further, this Partial Sublease is subject to all prior encumbrances.

TO HAVE AND TO HOLD the interest subleased herein to Sublessee, subject to the terms, covenants and conditions hereof which shall be binding upon and shall inure to the benefit of Sublessor and Sublessee and their respective successors and assigns.

EXECUTED THIS 21 day of January, 2005, but effective as of December 20, 2004.

WITNESSES

Maryann Orlando
Maryann Orlando

Tammy Willis
Tammy Willis

Dick Wallace

L. Scott Ramm

"SUBLESSOR"
CONTINENTAL LAND & FUR CO., INC.

By: C.O. Bolt
C.O. Bolt
Title: President

"SUBLESSEE"

ST. MARY ENERGY COMPANY

By: Jerry R. Schuyler
Title:

JERRY R. SCHUYLER
SENIOR VICE PRESIDENT
& REGIONAL MANAGER

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY/PARISH OF HARRIS

On this 28th day of DECEMBER, 2004, before me appeared Jerry R. Schuyler, to me personally known, who, being by me duly sworn, did say that he is Sr.VP & Regional Manager of St. Mary Energy Company, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said Jerry R. Schuyler acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the 28th day of DECEMBER, 2004.

My Commission Expires:

2/3/05

Frances A. Zwick
Notary Public, State of Texas

FRANCES A. ZWICK
Notary Public State of Texas
My Commission Expires 02-03-05

STATE OF TEXAS

COUNTY/~~PARISH~~ OF HARRIS

On this 21st day of January, 2005, before me appeared C.O. Bolt, President of Continental Land & Fur Co., Inc.

Given under my hand and seal this the 21st day of January, 200__.

My Commission Expires:

02/10/08

Corinna Meadors
Notary Public, State of Texas

CORINNA MEADORS
Notary Public, State of Texas
My Commission Expires
February 10, 2008

Exhibit "A"
Attached to and made a part of that certain
Partial Sublease of Oil, Gas and Mineral Leases, effective December 20, 2004

LSE.	SUFFIX	LESSOR	LESSEE	GROSS ACRES	DATED EFFECTIVE	JEFFERSON DAVIS PARISH ENTRY NO.	
ENCO 1	A	ALBERT SIDNEY JOHNSON, III	MARANTHA MINERAL CORPORATION	450.840	22-Jul-84	456380	
ENCO 1	B	BERNICE FOREMAN BOUDREAUX	MARANTHA MINERAL CORPORATION	450.840	22-Jul-84	456381	
ENCO 1	C	WAYNE BOODREAUX	MARANTHA MINERAL CORPORATION	450.840	22-Jul-84	456382	
ENCO 1	D	MARK W. BOODREAUX	MARANTHA MINERAL CORPORATION	450.840	22-Jul-84	456383	
ENCO 1	E	REUBEN RAYMOND BRUCE, ET AL	MARANTHA MINERAL CORPORATION	450.840	22-Jul-84	456384	
ENCO 2	A	REUBEN RAYMOND BRUCE, ET AL	MARANTHA MINERAL CORPORATION	193.860	23-Jan-84	456385	
ENCO 2	B	ALBERT SIDNEY JOHNSON, III	MARANTHA MINERAL CORPORATION	193.860	23-Jan-84	456386	
ENCO 2	C	BERNICE FOREMAN BOUDREAUX	MARANTHA MINERAL CORPORATION	193.860	23-Jan-84	456387	
ENCO 2	D	WAYNE BOODREAUX	MARANTHA MINERAL CORPORATION	193.860	23-Jan-84	456388	
ENCO 2	E	MARK W. BOODREAUX	MARANTHA MINERAL CORPORATION	193.860	23-Jan-84	456389	
ENCO 3	A	REUBEN RAYMOND BRUCE, ET AL	MARANTHA MINERAL CORPORATION	122.630	23-Jan-84	456390	
ENCO 3	B	ALBERT SIDNEY JOHNSON, III	MARANTHA MINERAL CORPORATION	122.630	23-Jan-84	456391	
ENCO 3	C	BERNICE FOREMAN BOUDREAUX	MARANTHA MINERAL CORPORATION	122.630	23-Jan-84	456392	
ENCO 3	D	WAYNE BOODREAUX	MARANTHA MINERAL CORPORATION	122.630	23-Jan-84	456393	
ENCO 3	E	MARK W. BOODREAUX	MARANTHA MINERAL CORPORATION	122.630	23-Jan-84	456394	
ENCO 4	A	REUBEN RAYMOND BRUCE, ET AL	MARANTHA MINERAL CORPORATION	70.510	23-Jan-84	456395	
ENCO 4	B	ALBERT SIDNEY JOHNSON, III	MARANTHA MINERAL CORPORATION	70.510	23-Jan-84	456396	
ENCO 4	C	BERNICE FOREMAN BOUDREAUX	MARANTHA MINERAL CORPORATION	70.510	23-Jan-84	456397	
ENCO 4	D	WAYNE BOODREAUX	MARANTHA MINERAL CORPORATION	70.510	23-Jan-84	456398	
ENCO 4	E	MARK W. BOODREAUX	MARANTHA MINERAL CORPORATION	70.510	23-Jan-84	456399	
ENCO 5		TEXACO INC.	THE STONE PETROLEUM CORPORATION	627.950	04-Jun-85	460997	
ENCO 6		PELTO OIL COMPANY	THE STONE PETROLEUM CORPORATION	482.000	12-Dec-85	463613	

<u>Insofar and only insofar</u> as the above referenced leases lie within the geographic outlines of the MT RA SUA, as described under State of Louisiana Office of Conservation Order No. 101-H, and the Cib Haz VUA, as created in that certain Declaration of Unitization and Voluntary Unitization Agreement dated October 27, 1987 and recorded in the public records of Jefferson Davis Parish, at Conveyance Book 679, page 26, File No. 481300,
<u>LESS AND EXCEPT</u> the stratigraphic equivalent of the perforated sands found in the MT RA SUA-R.R. Bruce No. 2 Well and the stratigraphic equivalent of the perforated sands found in the Cib Haz VUA – R.R. Bruce No. 3 Well.

RECORDER'S ERROR

File # 610432

Pages 273-275

614 610686

PARTIAL SUBLEASE OF OIL, GAS AND MINERAL LEASES

STATE OF LOUISIANA

§ **KNOW ALL MEN BY THESE PRESENTS:**

PARISHES OF ACADIA AND JEFFERSON DAVIS

THAT, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ST. MARY ENERGY COMPANY, whose mailing address is 580 Westlake Park Blvd., Suite 600, Houston, Texas 77079, hereinafter referred to as "Sublessor", does hereby Grant, Demise, Sublease and Sublet unto the Sublessees listed below, in the percentages set forth opposite their names, an undivided forty-one and nine-hundredths percent of eight-eighths (41.09% of 8/8ths) of Sublessors right, title and interest in and to those certain Oil, Gas and Mineral Leases and Farmout Agreements, (hereinafter sometime referred to as said "Leases") described in Exhibit "A" and Exhibit "A-1", attached hereto and made a part hereof for all purposes.

Sublessees	Percentage
RLI PROPERTIES, LLC P. O. Box 2146, Longview, Texas 75606-2146,	12.50%
CRAIN ENERGY, LTD. P. O. Box 2146, Longview, Texas 75606-2146,	12.50%
TRIUMPH ENERGY, INC. 500 Dover Blvd., Suite 310, Lafayette, LA 70503	5.50%
STOKES & SPIEHLER, INCORPORATED 111 Rue Jean Lafitte, Suite 202, Lafayette, LA 70508,	5.00%
BEDFORD SABINE, LC P. O. Box 543, Longview, Texas 75606-2146	2.00%
MOP LLC 1500 Glenwood Avenue, Oklahoma City, OK 73116-5207	1.795%
COMANCHE EXPLORATION COMPANY, L.L.C. 6520 N. Western Ave., Suite 300, Oklahoma City, OK 73116	1.795%
Total undivided interest subleased herein:	41.09%

RECEIVED AND FILED
2005 MAR 18 AM 9:15
CARLTON L. DUNCAN
CLERK OF COURT
JEFFERSON DAVIS PARISH
610686

This Partial Sublease is made and accepted in accordance with that certain unrecorded Participation Agreement dated March 23, 2004, by and between Sublessor and Sublessees, (including any written amendments thereto) and this Partial Sublease and said Participation Agreement shall be construed as comprising but one instrument and agreement, and in the event of conflict between this Partial Sublease and the said Participation Agreement, the provisions of the said Participation Agreement and any Exhibits attached thereto shall prevail. Without in any way limiting the foregoing, it is distinctly understood and agreed that all of the terms and provisions of said Participation Agreement and all Exhibits thereto are in full force and effect exactly as if herein set out verbatim in full.

Sublessees hereby assume and agree to comply with all obligations and covenants, express or implied, imposed upon the lessee in said Leases or contained in any intermediate sublease thereof insofar as concerns the interest and premises included in this Partial Sublease, and agrees to indemnify and to save harmless Sublessor from any risk, liability or expense of whatsoever kind accruing thereunder from and after the effective date of said Participation Agreement, subject to the terms of the applicable operating agreement. Such indemnity shall be proportionate to the interest acquired by Sublessees.

Sublessees agree to assume the obligations of any oil, gas, casinghead gas purchase agreements or other agreements of any kind whatsoever (if any) to which the subleased premises may be subject, such assumption to be proportionate to the interest acquired by Sublessees.

TO HAVE AND TO HOLD the subject Leases, subject to all existing encumbrances, together with all and singular the rights and appurtenances thereto and anywise belonging unto Sublessees, its successors, assigns and legal representatives, forever. THIS PARTIAL SUBLEASE IS MADE WITHOUT WARRANTY OF TITLE, EITHER EXPRESS, IMPLIED OR STATUTORY EXCEPT AS TO CLAIMS OF ALL PERSONS CLAIMING BY, THROUGH AND UNDER SUBLESSOR (OTHER THAN CLAIMS UNDER THE PRIOR AGREEMENTS), BUT NOT OTHERWISE, AND WITH FULL SUBSTITUTION AND SUBROGATION OF SUBLESSEE AND ALL PERSONS CLAIMING BY, THROUGH AND UNDER SUBLESSEE, TO THE EXTENT ASSIGNABLE, IN AND TO ALL COVENANTS AND WARRANTIES OF SUBLESSOR'S PREDECESSORS IN TITLE AND WITH FULL SUBROGATION OF ALL RIGHTS ACCRUING UNDER THE APPLICABLE STATUTES OF LIMITATION OR PRESCRIPTION UNDER THE LAWS OF THE STATE WHERE THE SUBJECT PROPERTIES ARE LOCATED AND ALL RIGHTS OR ACTIONS OF WARRANTY AGAINST ALL FORMER OWNERS OF THE SUBJECT PROPERTIES.

EXECUTED THIS 28th day of January, 2005, but effective as of December 21, 2004.

"SUBLESSOR"

WITNESSES

Kenneth Knott

Fran Zurick

ST. MARY ENERGY COMPANY

By: Jerry L. Schuyler

Jerry Schuyler

Title: Sr. Vice President & Regional Mgr

"SUBLESSEE"

RLI PROPERTIES, LLC

_____

_____

By:_____

Title: _____

"SUBLESSEE"

CRAIN ENERGY, LTD

_____

_____

By:_____

Title: _____

"SUBLESSEE"

TRIUMPH ENERGY, INC.

_____

_____

By:_____

Title: _____

"SUBLESSEE"

STOKES & SPIEHLER, INC.

_____

_____

By:_____

Title: _____

"SUBLESSEE"

BEDFORD SABINE, LC

_____

_____

By:_____

Title: _____

Sublessees agree to assume the obligations of any oil, gas, casinghead gas purchase agreements or other agreements of any kind whatsoever (if any) to which the subleased premises may be subject, such assumption to be proportionate to the interest acquired by Sublessees.

TO HAVE AND TO HOLD the subject Leases, subject to all existing encumbrances, together with all and singular the rights and appurtenances thereto and anywise belonging unto Sublessees, its successors, assigns and legal representatives, forever. THIS PARTIAL SUBLEASE IS MADE WITHOUT WARRANTY OF TITLE, EITHER EXPRESS, IMPLIED OR STATUTORY EXCEPT AS TO CLAIMS OF ALL PERSONS CLAIMING BY, THROUGH AND UNDER SUBLESSOR (OTHER THAN CLAIMS UNDER THE PRIOR AGREEMENTS), BUT NOT OTHERWISE, AND WITH FULL SUBSTITUTION AND SUBROGATION OF SUBLESSEE AND ALL PERSONS CLAIMING BY, THROUGH AND UNDER SUBLESSEE, TO THE EXTENT ASSIGNABLE, IN AND TO ALL COVENANTS AND WARRANTIES OF SUBLESSOR'S PREDECESSORS IN TITLE AND WITH FULL SUBROGATION OF ALL RIGHTS ACCRUING UNDER THE APPLICABLE STATUTES OF LIMITATION OR PRESCRIPTION UNDER THE LAWS OF THE STATE WHERE THE SUBJECT PROPERTIES ARE LOCATED AND ALL RIGHTS OR ACTIONS OF WARRANTY AGAINST ALL FORMER OWNERS OF THE SUBJECT PROPERTIES.

EXECUTED THIS 28th day of January, 2005, but effective as of December 21, 2004.

"SUBLESSOR"

WITNESSES

Kenneth Knott

Fran Zurick

ST. MARY ENERGY COMPANY

By: Jerry L. Schuyler
Jerry Schuyler
Title: Sr. Vice President & Regional Mgr

"SUBLESSEE"

RLI PROPERTIES, LLC

Michey Melton

Debbie Spacy

By: Neal A. Hawthorn
Neal A. Hawthorn
Title: Vice President

"SUBLESSEE"

CRAIN ENERGY, LTD

Michey Melton

Debbie Spacy

By: Neal A. Hawthorn
Neal A. Hawthorn
Title: Vice President of Crain Oil & Gas, LLC, General Partner

"SUBLESSEE"

TRIUMPH ENERGY, INC.

_____

_____

By: _____

Title: _____

"SUBLESSEE"

STOKES & SPIEHLER, INC.

_____

_____

By: _____

Title: _____

"SUBLESSEE"

BEDFORD SABINE, LC

Michey Melton

Debbie Spacy

By: Neal A. Hawthorn
Neal A. Hawthorn
Title: Managing Partner

Sublessees agree to assume the obligations of any oil, gas, casinghead gas purchase agreements or other agreements of any kind whatsoever (if any) to which the subleased premises may be subject, such assumption to be proportionate to the interest acquired by Sublessees.

TO HAVE AND TO HOLD the subject Leases, subject to all existing encumbrances, together with all and singular the rights and appurtenances thereto and anywise belonging unto Sublessees, its successors, assigns and legal representatives, forever. THIS PARTIAL SUBLEASE IS MADE WITHOUT WARRANTY OF TITLE, EITHER EXPRESS, IMPLIED OR STATUTORY EXCEPT AS TO CLAIMS OF ALL PERSONS CLAIMING BY, THROUGH AND UNDER SUBLESSOR (OTHER THAN CLAIMS UNDER THE PRIOR AGREEMENTS), BUT NOT OTHERWISE, AND WITH FULL SUBSTITUTION AND SUBROGATION OF SUBLESSEE AND ALL PERSONS CLAIMING BY, THROUGH AND UNDER SUBLESSEE, TO THE EXTENT ASSIGNABLE, IN AND TO ALL COVENANTS AND WARRANTIES OF SUBLESSOR'S PREDECESSORS IN TITLE AND WITH FULL SUBROGATION OF ALL RIGHTS ACCRUING UNDER THE APPLICABLE STATUTES OF LIMITATION OR PRESCRIPTION UNDER THE LAWS OF THE STATE WHERE THE SUBJECT PROPERTIES ARE LOCATED AND ALL RIGHTS OR ACTIONS OF WARRANTY AGAINST ALL FORMER OWNERS OF THE SUBJECT PROPERTIES.

EXECUTED THIS 28th day of January, 2005, but effective as of December 21, 2004.

"SUBLESSOR"

WITNESSES

Kenneth Knott

Fran Zurick

ST. MARY ENERGY COMPANY

By: Jerry L. Schuyler

Jerry Schuyler

Title: Sr. Vice President & Regional Mgr

"SUBLESSEE"

RLI PROPERTIES, LLC

_____

_____

By: _____

Title: _____

"SUBLESSEE"

CRAIN ENERGY, LTD

_____

_____

By: _____

Title: _____

"SUBLESSEE"

Ulrike W. O'Neal

Priscilla Lundquist

TRIUMPH ENERGY, INC.

By: Don E. Claxton

DON E. CLAXTON

Title: President

"SUBLESSEE"

STOKES & SPIEHLER, INC.

_____

_____

By: _____

Title: _____

"SUBLESSEE"

BEDFORD SABINE, LC

_____

_____

By: _____

Title: _____

618

Sublessees agree to assume the obligations of any oil, gas, casinghead gas purchase agreements or other agreements of any kind whatsoever (if any) to which the subleased premises may be subject, such assumption to be proportionate to the interest acquired by Sublessees.

TO HAVE AND TO HOLD the subject Leases, subject to all existing encumbrances, together with all and singular the rights and appurtenances thereto and anywise belonging unto Sublessees, its successors, assigns and legal representatives, forever. THIS PARTIAL SUBLEASE IS MADE WITHOUT WARRANTY OF TITLE, EITHER EXPRESS, IMPLIED OR STATUTORY EXCEPT AS TO CLAIMS OF ALL PERSONS CLAIMING BY, THROUGH AND UNDER SUBLESSOR (OTHER THAN CLAIMS UNDER THE PRIOR AGREEMENTS), BUT NOT OTHERWISE, AND WITH FULL SUBSTITUTION AND SUBROGATION OF SUBLESSEE AND ALL PERSONS CLAIMING BY, THROUGH AND UNDER SUBLESSEE, TO THE EXTENT ASSIGNABLE, IN AND TO ALL COVENANTS AND WARRANTIES OF SUBLESSOR'S PREDECESSORS IN TITLE AND WITH FULL SUBROGATION OF ALL RIGHTS ACCRUING UNDER THE APPLICABLE STATUTES OF LIMITATION OR PRESCRIPTION UNDER THE LAWS OF THE STATE WHERE THE SUBJECT PROPERTIES ARE LOCATED AND ALL RIGHTS OR ACTIONS OF WARRANTY AGAINST ALL FORMER OWNERS OF THE SUBJECT PROPERTIES.

EXECUTED THIS 28th day of January, 2005, but effective as of December 21, 2004.

"SUBLESSOR"

WITNESSES

Kenneth Knott

Fran Zurick

ST. MARY ENERGY COMPANY

By: Jerry L. Schuyler

Jerry Schuyler

Title: Sr. Vice President & Regional Mgr

"SUBLESSEE"

RLI PROPERTIES, LLC

_____

_____

By: _____

Title: _____

"SUBLESSEE"

CRAIN ENERGY, LTD

_____

_____

By: _____

Title: _____

"SUBLESSEE"

TRIUMPH ENERGY, INC.

_____

_____

By: _____

Title: _____

"SUBLESSEE"

Margery D. Patin

STOKES & SPIEHLER, INC.

By: _____

Title: President

"SUBLESSEE"

BEDFORD SABINE, LC

_____

_____

By: _____

Title: _____

"SUBLESSEE"

Nancy Miller
Mary Burt

MOP LLC

By: Scott Calhoon
Scott Calhoon
Title: Managing Partner

"SUBLESSEE"

COMANCHE EXPLORATION CO., LLC

_____
_____

By:_____
_____
Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF HARRIS

On this 28th day of January, 2005, before me appeared Jerry R. Schuyler, to me personally known, who, being by me duly sworn, did say that he is Sr. Vice President & Regional Manager of St. Mary Energy Company, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said Jerry R. Schuyler____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the 28th day of January, 2005.

Vicky Sue Wallace
Notary Public, State of Texas

My Commission Expires
VICKY SUE WALLACE
Notary Public, State of Texas
My Commission Expires
April 19, 2008

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of _____, 200__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ of _____, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the _____ day of _____, 200__.

My Commission Expires:
_____

_____
Notary Public, State of _____

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of _____, 200__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ of _____, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the _____ day of _____, 200__.

My Commission Expires:
_____

_____
Notary Public, State of _____

620

"SUBLESSEE"

MOP LLC

By:_____

Title: _____

_____

_____

"SUBLESSEE"

Comanche Exploration Company, L.L.C.

By: _____

Robert G. Blair, Manager

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF HARRIS

On this 28th day of January, 2005, before me appeared Jerry R. Schuyler, to me personally known, who, being by me duly sworn, did say that he is Sr. Vice President & Regional Manager of St. Mary Energy Company, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said Jerry R. Schuyler____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the 28th day of January, 2005.

_____

Notary Public, State of Texas

My Commission Expires

VICKY SUE WALLACE
Notary Public, State of Texas
My Commission Expires
April 19, 2008

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of _____, 200__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ of _____, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the _____ day of _____, 200__.

My Commission Expires:

_____

_____

Notary Public, State of _____

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of _____, 200__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ of _____, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the _____ day of _____, 200__.

My Commission Expires:

_____

_____

Notary Public, State of _____

"SUBLESSEE"

MOP LLC

_____ By:_____

_____

_____ Title: _____

"SUBLESSEE"

COMANCHE EXPLORATION CO., LLC

_____ By:_____

_____

_____ Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF HARRIS

On this 28th day of January, 2005, before me appeared Jerry R. Schuyler, to me personally known, who, being by me duly sworn, did say that he is Sr. Vice President & Regional Manager of St. Mary Energy Company, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said Jerry R. Schuyler____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the 28th day of January, 2005.

Vicky Sue Wallace

Notary Public, State of Texas

My Commission Expires

VICKY SUE WALLACE
Notary Public, State of Texas
My Commission Expires
April 19, 2008

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of _____, 200__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is _ _____ of _____, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the _____ day of _____, 200__.

My Commission Expires:

_____

_____

Notary Public, State of _____

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of _____, 200__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is _ _____ of _____, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the _____ day of _____, 200__.

My Commission Expires:

_____

_____

Notary Public, State of _____

622

"SUBLESSEE"

MOP LLC

_____ By:_____

_____

_____ Title: _____

"SUBLESSEE"

COMANCHE EXPLORATION CO., LLC

_____ By:_____

_____

_____ Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF HARRIS

On this 28th day of January, 2005, before me appeared Jerry R. Schuyler, to me personally known, who, being by me duly sworn, did say that he is Sr. Vice President & Regional Manager of St. Mary Energy Company, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said Jerry R. Schuyler____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the 28th day of January, 2005.

Vicky Sue Wallace
Notary Public, State of Texas

My Commission Expires:
VICKY SUE WALLACE
Notary Public, State of Texas
My Commission Expires
April 19, 2008

STATE OF Texas

COUNTY/PARISH OF Gregg

On this 2nd day of February, 2005, before me appeared Neal A. Hawthorn, to me personally known, who, being by me duly sworn, did say that he is Vice President of RLI Properties, LLC, and that said instrument was signed on behalf of said company by authority of its Board of Directors, said Neal A. Hawthorn acknowledged said instrument to be the free act and deed of said company.

Given under my hand and seal this the 2nd day of February, 2005.

My Commission Expires:
July 12, 2008

Shelley N. Paine
Notary Public, State of Texas

SHELLEY N. PAINE
Notary Public, State of Texas
My Commission Expires
July 12, 2008

STATE OF Texas

COUNTY/PARISH OF Gregg

On this 2nd day of February, 2005, before me appeared Neal A. Hawthorn, to me personally known, who, being by me duly sworn, did say that he is Vice President of Crain Oil & Gas, LLC, General Partner of Crain Energy, Ltd., and that said instrument was signed on behalf of said company by authority of its Board of Directors, said Neal A. Hawthorn acknowledged said instrument to be the free act and deed of said company.

Given under my hand and seal this the 2nd day of February, 2005.

My Commission Expires:
July 12, 2008

Shelley N Paine
Notary Public, State of Texas

SHELLEY N. PAINE
Notary Public, State of Texas
My Commission Expires
July 12, 2008

ACKNOWLEDGMENTS

STATE OF LOUISIANA

COUNTY/PARISH OF LAFAYETTE

On this 3RD day of FEBRUARY, 2005, before me appeared DON E. CLAXTON, to me personally known, who, being by me duly sworn, did say that he is PRESIDENT of TRIUMPH ENERGY, INC., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said DON E. CLAXTON acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the 3RD day of FEBRUARY, 2005.

My Commission Expires:
AT MY DEATH

Notary Public, State of LA.

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of _____, 200__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ of _____, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the _____ day of _____, 200__.

My Commission Expires:
_____

_____
Notary Public, State of _____

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of _____, 200__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ of _____, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the _____ day of _____, 200__.

My Commission Expires:
_____

_____
Notary Public, State of _____

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of _____, 200__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ of _____, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the _____ day of _____, 200__.

My Commission Expires:
_____

_____
Notary Public, State of _____

624

ACKNOWLEDGMENTS

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of _____, 200__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ of _____, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the _____ day of _____, 200__.

My Commission Expires:
_____

_____
Notary Public, State of _____

STATE OF Louisiana

COUNTY/PARISH OF Lafayette

On this 3rd day of February, 2005, before me appeared Bruce Jordan, to me personally known, who, being by me duly sworn, did say that he is President of Stokes-Spiehler, Inc., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said Bruce Jordan acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the 3rd day of February, 2005.

My Commission Expires:
at death

Jacquelyn D. Broussard #146
Notary Public, State of Louisiana

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of _____, 200__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ of _____, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the _____ day of _____, 200__.

My Commission Expires:
_____

_____
Notary Public, State of _____

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of _____, 200__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ of _____, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the _____ day of _____, 200__.

My Commission Expires:
_____

_____
Notary Public, State of _____

ACKNOWLEDGMENTS

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of _____, 200__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ of _____, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the _____ day of _____, 200__.

My Commission Expires:
_____

_____
Notary Public, State of _____

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of _____, 200__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ of _____, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the _____ day of _____, 200__.

My Commission Expires:
_____

_____
Notary Public, State of _____

STATE OF Texas

COUNTY/PARISH OF Gregg

On this 2nd day of February, 2005, before me appeared Neal A. Hawthorn, to me personally known, who, being by me duly sworn, did say that he is Vice President of Bedford Sabine, L.C., and that said instrument was signed on behalf of said Company by authority of its Board of Directors, said Neal A. Hawthorn acknowledged said instrument to be the free act and deed of said company.

Given under my hand and seal this the 2nd day of February, 2005.

My Commission Expires:
July 12, 2008

Shelley N. Paine
Notary Public, State of Texas

SHELLEY N. PAINE
Notary Public, State of Texas
My Commission Expires
July 12, 2008

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of _____, 200__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ of _____, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the _____ day of _____, 200__.

My Commission Expires:
_____

_____
Notary Public, State of _____

ACKNOWLEDGMENTS

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of _____, 200__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ of _____, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the _____ day of _____, 200__.

My Commission Expires:
_____

_____
Notary Public, State of _____

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of _____, 200__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ of _____, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the _____ day of _____, 200__.

My Commission Expires:
_____

_____
Notary Public, State of _____

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of _____, 200__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ of _____, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the _____ day of _____, 200__.

My Commission Expires:
_____

_____
Notary Public, State of _____

STATE OF OKLAHOMA

COUNTY/PARISH OF OKLAHOMA

On this 10th day of February, 2005 before me appeared Scott Calhoon, to me personally known, who, being by me duly sworn, did say that he is Managing Partner of MOP, LLC, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, said he acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this the 10th day of February, 2005.

My Commission Expires:
10-20-08

Marcy Ebert
Notary Public, State of OKLAHOMA

MARCY EBERT
Oklahoma County
Notary Public in and for
State of Oklahoma
Commission #04009370

ACKNOWLEDGMENTS

STATE OF Oklahoma

COUNTY/PARISH OF Oklahoma

On this 2nd day of February, 2005 before me appeared Robert C. Blair, to me personally known, who, being by me duly sworn, did say that he is Manager of Dawson Production Company, LLC, and that said instrument was signed on behalf of said limited liability company, said Robert C. Blair acknowledged said instrument to be the free act and deed of said company.

Given under my hand and seal this the 2nd day of February, 2005.

My Commission Expires:

Heidi J. Boggs
Exp. Date 4/18/05
Comm. #01006563

Heidi J. Boggs
Notary Public, State of Oklahoma

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN PARTIAL SUBLEASE OF OIL, GAS AND MINERAL LEASES EFFECTIVE DECEMBER 21, 2004, BETWEEN ST. MARY ENERGY COMPANY AND RLI PROPERTIES, LLC, ET AL

ST. MARY'S LEASE NUMBER	LESSOR	LESSEE	DATED EFFECTIVE	GROSS ACRES	RECORDING JEFFERSON DAVIS PARISH ENTRY NO.	RECORDING ACADIA PARISH ENTRY NO.
486896A	ALFRED C BOURDIER ET AL	ST MARY ENERGY COMPANY	10/6/2003	102.5300	601967	
486896B	PATRICK HENRY JOHNSON ET AL	ST MARY ENERGY COMPANY	10/6/2003	102.5300	601968	
486971	ALFRED C BOURDIER ET AL	ST MARY ENERGY COMPANY	2/19/2004	30.0000		730063
486972A	JONATHON P GAUTREAUX ET AL	ST MARY ENERGY COMPANY	2/25/2004	21.3500		730064
486972B	MARJORIE GAUTREAUX VILLEJOIN ET AL	ST MARY ENERGY COMPANY	2/25/2004	21.3500		730065
486953	NOBLE ENERGY INC	ST MARY ENERGY COMPANY	3/10/2004	25.0980	604107	
486954	BLUE HERON LAND CO LLC ET AL	ST MARY ENERGY COMPANY	3/25/2004	191.0000	604112	
486958	STATE OF LOUISIANA	ST MARY ENERGY COMPANY	3/15/2004	76.8600	603789	727680
486973A	ANDREW CORMIER	ST MARY ENERGY COMPANY	4/6/2004	40.0000		730066
486973B	JANICE BORDES VAN GEFFEN ET AL	ST MARY ENERGY COMPANY	4/6/2004	40.0000		730067
SUR487350	ALFRED C BOURDIER ET AL (AKA JOHNSON BOUDREAUX FARM)	ST MARY ENERGY COMPANY	5/10/2004	5.2360	605887	

Exhibit D
Castex Development - Title and Lease History - 002026

EXHIBIT "A-1"

ATTACHED TO AND MADE A PART OF THAT CERTAIN PARTIAL SUBLEASE OF OIL, GAS AND MINERAL LEASES, EFFECTIVE DECEMBER 21, 2004, BETWEEN ST. MARY ENERGY COMPANY AND RLI PROPERTIES, LLC, ET AL

ST. MARY'S LEASE NUMBER	LESSOR	LESSEE	DATED EFFECTIVE	GROSS ACRES	RECORDING JEFFERSON DAVIS PARISH ENTRY NO.	RECORDING ACADIA PARISH ENTRY NO.
487499A	ALBERT SIDNEY JOHNSON III	MARANTHA MINERAL CORPORATION	7/22/1984	450.8400	456380	
487499B	BERNICE FOREMAN BOUDREAUX	MARANTHA MINERAL CORPORATION	7/22/1984	450.8400	456381	
487499C	WAYNE BOUDREAUX	MARANTHA MINERAL CORPORATION	7/22/1984	450.8400	456382	
487499D	MARK W BOUDREAUX	MARANTHA MINERAL CORPORATION	7/22/1984	450.8400	456383	
487499E	REUBEN RAYMOND BRUCE ET AL	MARANTHA MINERAL CORPORATION	7/22/1984	450.8400	456384	
487500A	REUBEN RAYMOND BRUCE ET AL	MARANTHA MINERAL CORPORATION	1/23/1984	193.8600	456385	
487500B	ALBERT SIDNEY JOHNSON III	MARANTHA MINERAL CORPORATION	1/23/1984	193.8600	456386	
487500C	BERNICE FOREMAN BOUDREAUX	MARANTHA MINERAL CORPORATION	1/23/1984	193.8600	456387	
487500D	WAYNE BOUDREAUX	MARANTHA MINERAL CORPORATION	1/23/1984	193.8600	456388	
487500E	MARK W BOUDREAUX	MARANTHA MINERAL CORPORATION	1/23/1984	193.8600	456389	
487501A	REUBEN RAYMOND BRUCE ET AL	MARANTHA MINERAL CORPORATION	1/23/1984	122.6300	456390	
487501B	ALBERT SIDNEY JOHNSON III	MARANTHA MINERAL CORPORATION	1/23/1984	122.6300	456391	
487501C	BERNICE FOREMAN BOUDREAUX	MARANTHA MINERAL CORPORATION	1/23/1984	122.6300	456392	
487501D	WAYNE BOUDREAUX	MARANTHA MINERAL CORPORATION	1/23/1984	122.6300	456393	
487501E	MARK W BOUDREAUX	MARANTHA MINERAL CORPORATION	1/23/1984	122.6300	456394	
487502A	REUBEN RAYMOND BRUCE ET AL	MARANTHA MINERAL CORPORATION	1/23/1984	70.5100	456395	
487502B	ALBERT SIDNEY JOHNSON III	MARANTHA MINERAL CORPORATION	1/23/1984	70.5100	456396	
487502C	BERNICE FOREMAN BOUDREAUX	MARANTHA MINERAL CORPORATION	1/23/1984	70.5100	456397	
487502D	WAYNE BOUDREAUX	MARANTHA MINERAL CORPORATION	1/23/1984	70.5100	456398	
487502E	MARK W BOUDREAUX	MARANTHA MINERAL CORPORATION	1/23/1984	70.5100	456399	
487503	TEXACO INC	THE STONE PETROLEUM CORPORATION	6/4/1985	627.9500	460997	
487504	PELTO OIL COMPANY	THE STONE PETROLEUM CORPORATION	12/12/1985	482.0000	463613	
FARMOUTS						
FARMOUT 1	ENCO RESOURCES INC - FARMOR	ST MARY ENERGY COMPANY - FARMEE	1/8/2004			
FARMOUT 2	ARJUNA LLC - FARMOR	ST MARY ENERGY COMPANY - FARMEE	2/17/2004			
FARMOUT 3	EAGLE RIVER CORPORATION - FARMOR	ST MARY ENERGY COMPANY - FARMEE	2/10/2004			
FARMOUT 4	CL&F RESOURCES LP - FARMOR	ST MARY ENERGY COMPANY - FARMEE	3/1/2004			

Exhibit D
Castex Development - Title and Lease History - 002027

AFFIDAVIT OF PIPELINE AND SURFACE LOCATION

RECEIVED AND FILED
2005 APR 15 PM 1:50
CARLTON L. DUHON
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

THAT, I, Charles M. Jones, as Operations Manager of **ST. MARY ENERGY COMPANY**, whose mailing address is 580 Westlake Park Boulevard, Suite 600, Houston, TX 77079, hereby acknowledge in the presence of the undersigned competent witnesses, that pursuant to that certain "Road and Surface Lease, Pipeline Right of Way and Land Farming Agreement", dated effective May 10, 2004, by and between **Alfred C. Bourdier, et al**, as Grantor, and St. Mary Energy Company, as Grantee, recorded in COB 958, Page 434, Entry No. 605887 of the Conveyance Records of Jefferson Davis Parish, Louisiana, **ST. MARY ENERGY COMPANY** has installed an oil and gas pipeline and is currently using a Surface Location in it's operations. Attached hereto are plats depicting the location of said installations so as to memorialize them in the public records. Further, Grantor has been given a copy of said plats along with the annual rental due on or before May 10, 2005.

IN WITNESS WHEREOF, this instrument is executed on the 13th day of April, 2005.

611352

WITNESSES:

Kenneth Knott
Printed name: Kenneth Knott

Fran Zwik
Printed name: Fran Zwik

ST. MARY ENERGY COMPANY

By: _____
Name: Charles M. Jones
Title: Operations Manager
Dated: April 13, 2005

STATE OF TEXAS

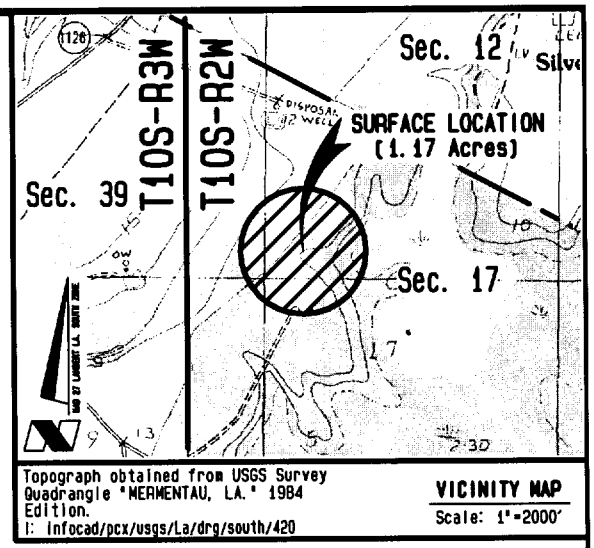
COUNTY OF HARRIS

On this 13th day of April, 2005, before me, the undersigned authority, appeared Charles M. Jones, the Operations Manager of **ST. MARY ENERGY COMPANY**, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as the free act and deed of said corporation for the uses, purposes and considerations therein expressed and in the capacity therein stated.

Vicky Sue Wallace
NOTARY PUBLIC

VICKY SUE WALLACE
Notary Public, State of Texas
My Commission Expires
April 19, 2008

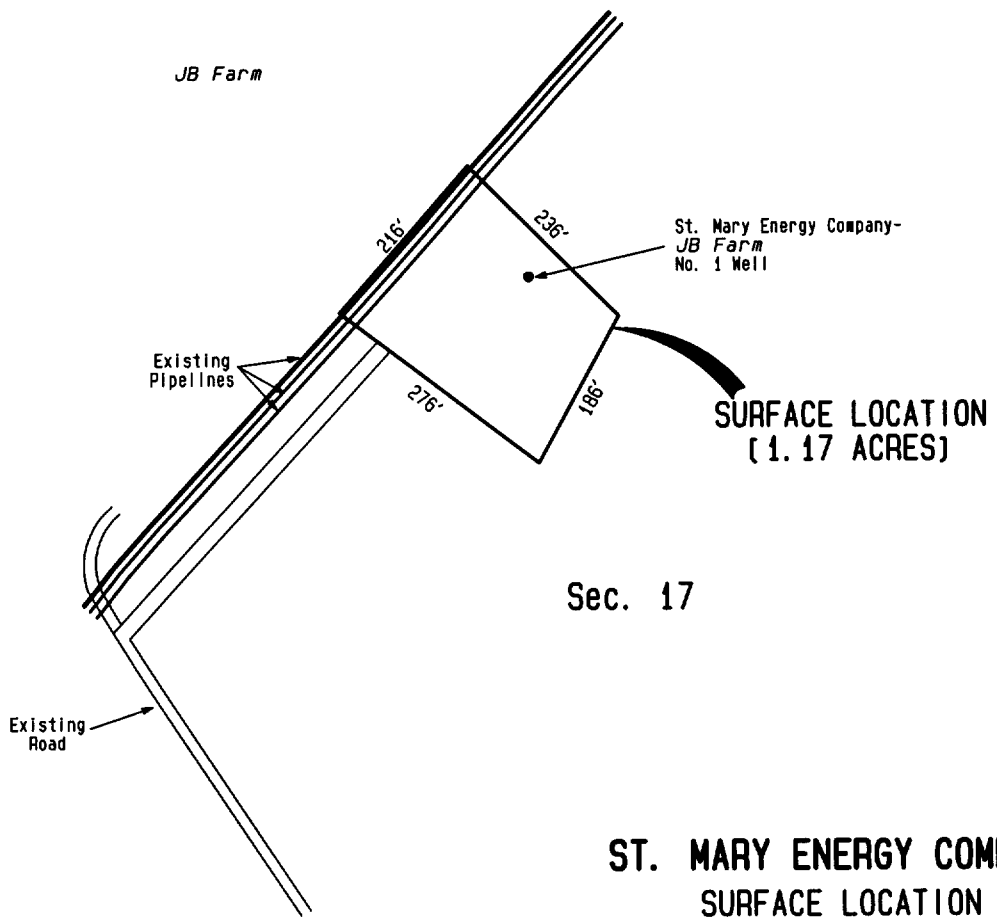
R 2 W



Topograph obtained from USGS Survey Quadrangle "MERMENTAU, LA." 1984 Edition.
I: infocad/pcx/usgs/La/drg/south/420

VICINITY MAP
Scale: 1"=2000'

T 10 S



NAD 27 LAMBERT LA. SOUTH ZONE

ST. MARY ENERGY COMPANY

SURFACE LOCATION

Section 17, T10S-R2W
Jefferson Davis Parish, Louisiana

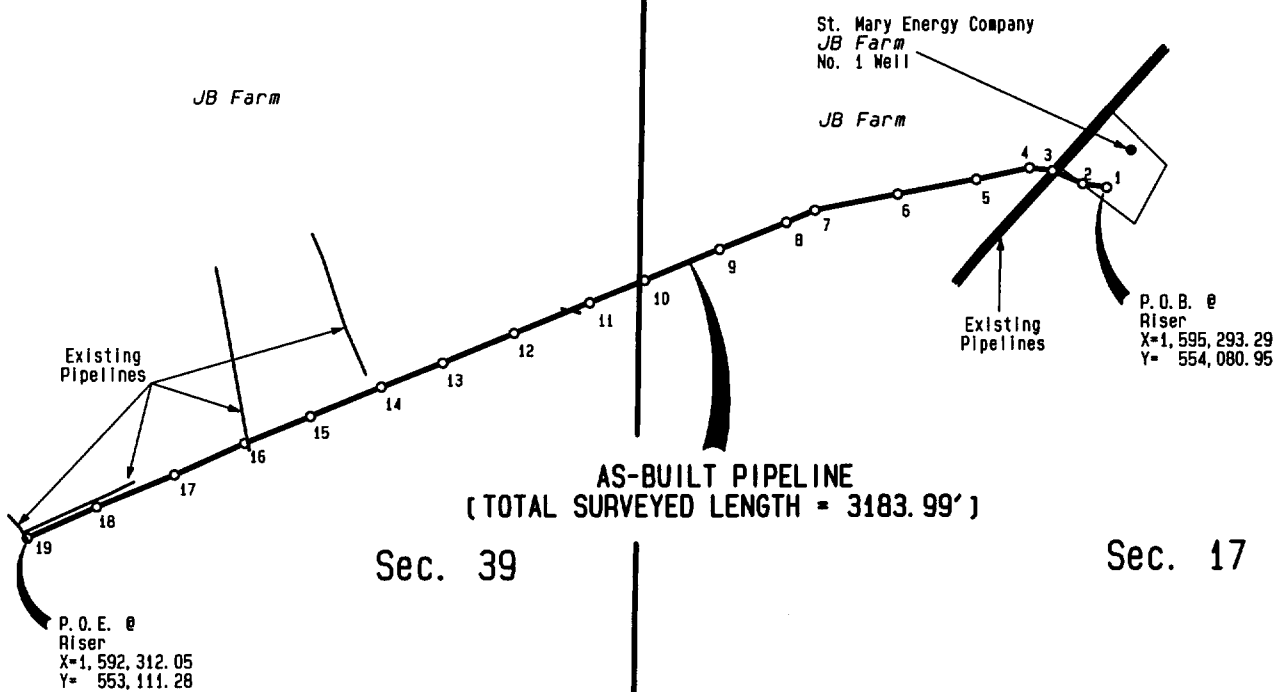
C.H. Fenstermaker & Associates, Inc.

200' 100' 0' 200'

Civil Engineers Environmental Consultants Land Surveyors
Houston Lafayette New Orleans

REVISED:	
2045731 i:/infocad/rangew/10S2W 34	Drawn By: KJD
Date: April 8, 2005	Proj. Mgr.: RLL

STATION	LAMBERT COORDINATES X	Y	COVER
1	1595293	554081	
2	1595226	554091	
3	1595143	554128	
4	1595079	554136	
5	1594932	554104	4.1
6	1594715	554063	3.8
7	1594486	554019	NO HIT
8	1594407	553985	4.0
9	1594222	553911	4.0
10	1594015	553825	3.6
11	1593862	553764	3.5
12	1593653	553680	4.1
13	1593456	553598	4.5
14	1593287	553532	4.8
15	1593091	553451	4.6
16	1592910	553376	4.7
17	1592716	553288	4.2
18	1592502	553199	4.0
19	1592312	553111	4.8



AS-BUILT PIPELINE
(TOTAL SURVEYED LENGTH = 3183.99')

Sec. 39

Sec. 17

NAD 27 LAMBERT LA. SOUTH ZONE

PLAT SHOWING

ST. MARY ENERGY COMPANY

AS-BUILT PIPELINE

Section 17, T10S-R2W

Section 39, T10S-R3W

Jefferson Davis Parish, Louisiana

C.H. Fenstermaker & Associates, Inc.

500' 250' 0' 500'

Civil Engineers Environmental Consultants Land Surveyors

Houston Lafayette New Orleans

REVISED:	
2045731 I:/infocad/rangew/10S2W 33	Drawn By: KJD
Date: April 8, 2005	Proj. Mgr.: RLL

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT, MOP, LLC, hereinafter referred to as "ASSIGNOR", for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, sell and convey unto COMANCHE EXPLORATION COMPANY, L.L.C., hereinafter referred to "ASSIGNEE", an undivided fifty percent (50%) of ASSIGNOR'S right, title and interest in and to the JB Farms #1 Well and the oil and gas leases set forth on the EXHIBIT "A" attached hereto and made a part hereof, said leases being situated in Jefferson Davis Parish, Louisiana.

ASSIGNOR reserves and excepts from this ASSIGNMENT an absorbing overriding royalty interest of 1/8 x 8/8 on all production, said absorbing overriding royalty interest to absorb all existing lease burdens of record in excess of the usual landowner's 1/8 royalty interest, with the lease interest assigned herein being delivered to ASSIGNEE at a 75% net revenue interest. The overriding royalty interest reserved herein is to be proportionately reduced to the extent of ASSIGNOR'S interest in the oil and gas leases and the mineral interest covered by said leases.

ASSIGNOR further reserves and excepts from this ASSIGNMENT all other producing oil and/or gas wells (including any salt water wells), and all the associated equipment that may be located on the leased premises or on lands unitized or pooled therewith, except for the J.B. Farms #1 Well, which is specifically assigned by this ASSIGNMENT.

612716

The lease interest hereby assigned is subject to all of the terms and provisions of that certain unrecorded letter agreement dated April 5, 2004, between the parties hereto, including those provisions providing that upon "payout" of the J.B. Farms #1 Well that ASSIGNOR shall have the option, but not the obligation, to convert its reserved overriding royalty interest by relinquishing the same for a proportionately reduced 17.5% of the interest assigned to ASSIGNEE'S herein.

This ASSIGNMENT is without warranty of title, either express or implied, and is effective from the date of first production from the J.B. Farms #1 Well.

Executed this 12 day of APRIL, 2005.

MOP, LLC

BY: _____
Scott W. Calhoon, Manager

RECEIVED AND FILED
2005 JUN 15 PM 1:06
CARLTON L. BURTON
CLERK OF COURT
JEFFERSON DAVIS PARISH

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF OKLAHOMA }
} SS:
COUNTY OF OKLAHOMA }

This instrument was acknowledged before me this 12th day of April, 2005 by Scott W. Calhoon, as Manager of MOP, LLC.

My commission expires: 10-20-08

_____
Notary Public

MARCY EBERT
Oklahoma County
Notary Public in and for
State of Oklahoma
Commission #04009370

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT, BILL OF SALE, AND CONVEYANCE BETWEEN MOP, LLC, AND COMMANCHE EXPLORATION COMPANY, L.L.C.

STATE OF LOUISIANA, JEFFERSON DAVIS PARISH

Well Name: Bruce #2

Lessor	Lessee	Date	Book	Doc #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	595	See Note 1 below
Bernice Foreman Boudreaux	Maranatha Minerals Corp.	01/23/84	595	
Mark. W. Boudreaux	Maranatha Minerals Corp.	01/23/84	595	
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	595	
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	595	
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	595	
Bernice Foreman Boudreaux	Maranatha Minerals Corp.	01/23/84	595	
Mark. W. Boudreaux	Maranatha Minerals Corp.	01/23/84	595	
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	595	
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	595	
Texaco, Inc.	Maranatha Minerals Corp.	06/04/85	611	
Pelto Oil Company	Maranatha Minerals Corp.	12/12/85	621	

INSOFAR AND ONLY INSOFAR as the above Leases cover lands included within the exterior surface unit boundaries of the MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce #2 well, West Mermentau Field, Jefferson Davis Parish, Louisiana, as created by Order No. 101-H issued by The Office of Conservation on January 13, 1989, effective January 10, 1989 and recorded in the public records in Jefferson Davis Parish, Louisiana at COB 692, File No. 485426.

Well Name: Bruce #3

Lessor	Lessee	Date	Book	Doc #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	595	456385
Bernice Foreman Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456387
Mark. W. Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456389
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456388
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	595	456386
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	595	456390
Bernice Foreman Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456392
Mark. W. Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456394
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456393
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	595	456391
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	595	456384
Bernice Foreman Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456381

Mark. W. Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456383
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456382
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	595	456380
Texaco, Inc.	Maranatha Minerals Corp.	06/04/85	611	460997

Well Name: Johnson Boudreaux (SWD)

Lessor	Lessee	Date	Book	Doc #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	595	456385
Bernice Foreman Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456387
Mark. W. Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456389
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456388
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	595	456386
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	595	456390
Bernice Foreman Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456392
Mark. W. Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456394
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456393
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	595	456391

INSOFAR AND ONLY INSOFAR as the above Leases cover lands included within the exterior surface unit boundaries of the 160 acre Cib Haz VU A - Bruce #3 well, Mermentau Field, Jefferson Davis Parish, Louisiana, created in that certain Declaration of Unitization and Voluntary Unitization Agreement dated October 27, 1987 and recorded in the records in Jefferson Davis Parish, Louisiana at Book 679, Page 26, File No. 481300.

NOTE 1: DOCUMENT NUMBERS ARE NOT SHOWN HEREIN BECAUSE THE COMPLETE DOCUMENTS NUMBERS ARE NOT SHOWN ON THE ASSIGNMENT, BILL OF SALE AND CONVEYANCE RECORDED AT BOOK 926 OF CONVEYANCE AT PAGE 253, FILE 586797 OF THE OFFICE OF THE CLERK OF COURT 31st JUDICIAL DISTRICT.

END OF EXHIBIT

620763

RELEASE OF OVERRIDING ROYALTY INTEREST
and
ASSIGNMENT OF OIL AND GAS LEASES

RECEIVED AND FILED
2006 JUN 29 AM 11:59
CARLTON L. DUHON
CLERK OF COURT
JEFFERSON DAVIS PARISH

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, MOP, LLC did, by Assignment of Oil and Gas Leases dated April 12, 2005, assign unto COMANCHE EXPLORATION COMPANY, L.L.C., an undivided fifty percent (50%) of its right, title and interest in and to the oil and gas leases set forth on the Exhibit "A" attached hereto and made a part hereof, said leases being situated in Jefferson Davis Parish, Louisiana, reserving unto themselves an absorbing overriding royalty interest of 1/8th of 8/8ths; and,

WHEREAS, the above-described assignment was made subject to all of the terms and provisions of that certain unrecorded Letter Agreement dated April 5, 2004, including those provisions providing that upon "payout" of the JB Farms #1-Well, that Assignor shall have the option but not the obligation, to convert its reserved overriding royalty interest by relinquishing the same for a proportionately reduced 17.5% of the interest assigned to Comanche Exploration Company, L.L.C.; and,

WHEREAS, "payout" of the JB Farms #1-Well has occurred pursuant to the terms of that certain unrecorded Letter Agreement dated April 5, 2004; and,

WHEREAS, MOP, LLC desires to convert its reserved overriding royalty interest to a proportionately reduced 17.5% working interest;

NOW, THEREFORE, in confirmation of these matters and for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable consideration, the receipt and sufficiency is hereby acknowledged, **MOP, LLC** does hereby release its reserved overriding royalty interest; and,

NOW, THEREFORE, in confirmation of these matters and for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable consideration, the receipt and sufficiency is hereby acknowledged, **COMANCHE EXPLORATION COMPANY, L.L.C.**, does hereby assign unto **MOP, LLC** a 17.5% working interest to be proportionately reduced in proportion to the interest that COMANCHE EXPLORATION COMPANY, L.L.C. owns of record.

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

620763

Executed this 12th day of June, 2006, but deemed effective from the date of "payout" of the JB Farms #1 Well.

COMANCHE EXPLORATION COMPANY, L.L.C.

By: _____
Robert G. Blair, Manager

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 12th day of June, 2006, by Robert G. Blair, as Manager of Comanche Exploration Company, L.L.C., on behalf of whom said instrument was executed.

My commission expires: Heidi J. Boggs Exp. Date 4/18/09 Comm. #01006563

_____
Notary Public

MOP, LLC

By: _____
Scott W. Calhoon, Manager

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 19th day of June, 2006, by Scott W. Calhoon, as Manager of MOP, LLC, on behalf of whom said instrument was executed.

My commission expires: _____
(Seal)

RACHAEL FELDER NOTARY PUBLIC # 02006608 EXP. 05/01/10 STATE OF OKLAHOMA

_____
Notary Public

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN RELEASE OF OVERRIDING ROYALTY INTEREST AND ASSIGNMENT OF OIL AND GAS LEASES

STATE OF LOUISIANA, JEFFERSON DAVIS PARISH

Well Name: Bruce #2

Lessor	Lessee	Date	Book	Doc #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	595	See Note 1 below
Bernice Foreman Boudreaux	Maranatha Minerals Corp.	01/23/84	595	
Mark. W. Boudreaux	Maranatha Minerals Corp.	01/23/84	595	
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	595	
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	595	
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	595	
Bernice Foreman Boudreaux	Maranatha Minerals Corp.	01/23/84	595	
Mark. W. Boudreaux	Maranatha Minerals Corp.	01/23/84	595	
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	595	
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	595	
Texaco, Inc.	Maranatha Minerals Corp.	06/04/85	611	
Pelto Oil Company	Maranatha Minerals Corp.	12/12/85	621	

INSOFAR AND ONLY INSOFAR as the above Leases cover lands included within the exterior surface unit boundaries of the MARG TEX RA SUA - The Stone Petroleum Corporation - Bruce #2 well, West Mermentau Field, Jefferson Davis Parish, Louisiana, as created by Order No. 101-H issued by The Office of Conservation on January 13, 1989, effective January 10, 1989 and recorded in the public records in Jefferson Davis Parish, Louisiana at COB 692, File No. 485426.

Well Name: Bruce #3

Lessor	Lessee	Date	Book	Doc #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	595	456385
Bernice Foreman Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456387
Mark. W. Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456389
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456388
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	595	456386
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	595	456390
Bernice Foreman Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456392
Mark. W. Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456394
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456393
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	595	456391
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	595	456384
Bernice Foreman Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456381

Mark. W. Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456383
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456382
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	595	456380
Texaco, Inc.	Maranatha Minerals Corp.	06/04/85	611	460997

Well Name: Johnson Boudreaux (SWD)

Lessor	Lessee	Date	Book	Doc #
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	595	456385
Bernice Foreman Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456387
Mark. W. Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456389
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456388
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	595	456386
Reuben Raymond Bruce, et al	Maranatha Minerals Corp.	01/23/84	595	456390
Bernice Foreman Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456392
Mark. W. Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456394
Wayne Boudreaux	Maranatha Minerals Corp.	01/23/84	595	456393
Albert Sidney Johnson, III	Maranatha Minerals Corp.	01/23/84	595	456391

INSOFAR AND ONLY INSOFAR as the above Leases cover lands included within the exterior surface unit boundaries of the 160 acre Cib Haz VU A - Bruce #3 well, Mermentau Field, Jefferson Davis Parish, Louisiana, created in that certain Declaration of Unitization and Voluntary Unitization Agreement dated October 27, 1987 and recorded in the records in Jefferson Davis Parish, Louisiana at Book 679, Page 26, File No. 481300.

NOTE 1: DOCUMENT NUMBERS ARE NOT SHOWN HEREIN BECAUSE THE COMPLETE DOCUMENTS NUMBERS ARE NOT SHOWN ON THE ASSIGNMENT, BILL OF SALE AND CONVEYANCE RECORDED AT BOOK 926 OF CONVEYANCE AT PAGE 253, FILE 586797 OF THE OFFICE OF THE CLERK OF COURT 31st JUDICIAL DISTRICT.

END OF EXHIBIT

634270

AFFIDAVIT OF CORPORATE SUCCESSION

RECEIVED AND FILED
2008 FEB -6 AM 10: 12
CARLTON L. JOHNSON
CLERK OF COURT
JEFFERSON DAVIS PARISH

State of Colorado }
}ss
City and County of Denver }

In the matter of the title to real and personal property of St. Mary Energy Company, Milam Randolph Pharo, being first duly sworn, deposes and says:

1. That he is the Vice President –Land and Legal of St. Mary Land & Exploration Company, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, with its principal office at 1776 Lincoln Street, Suite 700, Denver, Colorado, and in whose behalf he makes this affidavit.

2. That St. Mary Land & Exploration Company is the successor by merger to St. Mary Energy Company formally a wholly owned subsidiary of St. Mary Land & Exploration Company. Evidence of this merger is furnished by the attached copy of the filed Certificate of Merger. By operation of this merger, St. Mary Land & Exploration Company has succeeded to all rights, titles, and interests of St. Mary Energy Company in and to all real and personal property whether held of record or claimed by St. Mary Energy Company in Jefferson Davis Parish, Louisiana. This merger, and thus the transfer of title to all property interests of St. Mary Energy Company to St. Mary Land & Exploration Company, occurred effective October 31, 2007.

In witness whereof, said corporation has caused the above instrument to be executed in its behalf, pursuant to authority of its Board of Directors, by its Vice President – Land and Legal and its corporate seal to be hereunto attached, attested by its Assistant Secretary, this 25th day of January, 2008.

634270

Witness:

St. Mary Land & Exploration Company

Witness:

By: _____
Milam Randolph Pharo
Vice President – Land & Legal

Corporate Seal

Attested: _____
Assistant Secretary

Personally appeared before me the above named Milam Randolph Pharo, known and proved to me to be the same person who executed the forgoing instrument and to be the Vice President – Land and Legal of St. Mary Land & Exploration Company, acknowledged to me that he executed the same as his free act and deed and the free act and deed of said corporation.

Subscribed and sworn to before me this 25th day of January, 2008.

Seal

CHRISTINA L. SMITH
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Sept 26, 2011

Christina L. Smith
Notary Public In and for the City and County of Denver, State of Colorado

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"ST. MARY ENERGY COMPANY", A DELAWARE CORPORATION,

WITH AND INTO "ST. MARY LAND & EXPLORATION COMPANY" UNDER THE NAME OF "ST. MARY LAND & EXPLORATION COMPANY", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF OCTOBER, A.D. 2007, AT 7:41 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

0044728 8100M

071177975

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6123821

DATE: 11-01-07

838

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:45 PM 10/31/2007
FILED 07:41 PM 10/31/2007
SRV 071177975 - 0044728 FILE

CERTIFICATE OF OWNERSHIP AND MERGER

Merging

ST. MARY ENERGY COMPANY

Into

ST. MARY LAND & EXPLORATION COMPANY

(Pursuant to Section 253 of the General Corporation Law of Delaware)

St. Mary Land & Exploration Company, a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY:

FIRST: That the Corporation owns all of the outstanding shares of each class of stock of St. Mary Energy Company, a corporation organized and existing under the laws of the State of Delaware ("SMEC").

SECOND: That the Corporation, by the following resolutions of its Board of Directors, duly adopted by unanimous written consent dated October 30, 2007, determined to and did merge into itself SMEC, by the adoption thereof:

RESOLVED, that the Corporation shall merge into itself SMEC and the Corporation shall assume all of the liabilities and obligations of SMEC pursuant to the terms of that certain Agreement and Plan of Merger between the Corporation and SMEC dated as of October 31, 2007.

RESOLVED, that such merger shall become effective upon the filing by the Corporation of a Certificate of Ownership and Merger with the Secretary of State of Delaware.

RESOLVED, that the proper officers of the Corporation be, and they hereby are, directed to prepare and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to so merge SMEC into the Corporation and to assume its liabilities and obligations and the date of adoption thereof, and to cause the same to be filed with the Secretary of State of Delaware, and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be necessary or proper to effect such merger.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Ownership and Merger to be executed by the undersigned duly authorized officer this 31st day of October, 2007.

ST. MARY LAND & EXPLORATION COMPANY,
a Delaware corporation

By: _____
Anthony J. Best
President and Chief Executive Officer

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FORM 42 CPMNEW SOUTH
LOUISIANA REVISED FOUR (4) POOLING
REVISED "A"

RECORDED AND FILED
2012 AUG 31 PM 12:17
RONALD M. ARCENEAUX
CLERK OF COURT
JEFFERSON DAVIS PARISH

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of July 9, 2012 by and between ALFRED C. BOURGEOIS, ET AL, **(SEE EXHIBIT "A", ATTACHED HERETO FOR A COMPLETE LIST OF LESSORS)** herein called "Lessor" (whether one or more) and **CINCO LAND & EXPLORATION, INC.**, whose mailing address is 8811 Gaylord Dr., Houston, Texas 77024, hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of one hundred dollars and other valuable considerations ($ 100.00 & OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, ~~sulphur and all other minerals~~, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land ~~or acreage pooled therewith~~), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

That certain tract or parcel of land containing 40.00 acres, more or less, situated in Section 17, Township 10 South, Range 2 West and Section 39, Township 10 South, Range 3 West, bounded now or formerly as follows: Northwest by Richard Hebert, Vicky Hebert and Dennis Hebert; Northeast by Noble Energy, Inc.; Southeast by U BOL M RA SUA created by Office of Conservation Order 101-G, effective on and after June 7, 1988 and/or other lands of Lessor not leased herein; and Southwest by other lands of Lessor not leased herein and/or a line extending from the west most point of the U BOL M RA SUA to the south most point of the Richard Hebert property located in Section 12, T10S-R3W.

This lease covers and includes all of Lessor' rights, title and interest in and to any servitudes, rights-of-way, roads, streets, alleys, highways, bayous, streams, coulees, lakes, ditches, etc. public or private, traversing or adjoining the lands described hereinabove, whether or not specifically described.

~~All land owned by the Lessor In the above mentioned Section or Sections or Surveys,~~ All property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise **40.00** acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on July 9, 2013 unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of three hundred and no/100 Dollars ($300.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods three hundred and no/100 dollars ($300.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the **SEE PARAGRAPH 15 OF EXHIBIT "A" ATTACHED HERETO** Bank of _____ which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall

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have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary term such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among

the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, If legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Printed Name: MARK S. CUNNINGHAM, JR.

Printed Name: David Dugas

ALFRED C. BOURDIER

Printed Name: MARK S. CUNNINGHAM, JR.

Printed Name: David Dugas

LYNN H. BOURDIER

Printed Name: MARK S. CUNNINGHAM, JR.

Printed Name: HUNTER SELLERS

MICHAEL DAVID TRAHAN

Printed Name: MARK S CUNNINGHAM, JR.

Printed Name: HUNTER SELLERS

CHANDA HOLLIER TRAHAN

STATE OF LOUISIANA
PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared **Mark S. Cunningham, Jr.**, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by **Alfred C. Bourdier, Lynn H. Bourdier, Michael David Trahan and Chanda Hollier Trahan,** (Lessors, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

Mark S. Cunningham, Jr.

SWORN TO AND SUBSCRIBED before me July 10, 2012.

Notary Public in and for Lafayette Parish, La.
Notary ID # 15360

EXHIBIT "A"

Page 1 of 2 of Exhibit "A" Attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **ALFRED C. BOURDIER, ET AL,** as Lessor and **CINCO LAND & EXPLORATION, INC.,** as Lessee.

LESSORS:
ALFRED C. BOURDIER, widower of Gayle H. Bourdier, whose mailing address is 1543 Oakwood Dr., Lake Charles, LA 70611;

LYNN H. BOURDIER, husband of Eva C. Bourdier, whose mailing address is 416 Julius St., Lake Charles, LA 70605;

MICHAEL DAVID TRAHAN, husband of Chanda H. Trahan, whose mailing address is 315 Vincent Rd., Lafayette, LA 70508; and

CHANDA HOLLIER TRAHAN, wife of Michael David Trahan, whose mailing address is 315 Vincent Rd., Lafayette, LA 70508.

14. Lessors authorize Lessee, his successors or assigns, to tender all bonus, rentals, royalties and any other payments accruing under the terms of this lease in the proportions set out in the rental division order in Paragraph 15 below, regardless of surface and/or mineral ownership.

15. Lessor(s) authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to wit:

LESSOR	AMOUNT	DEPOSITORY
Alfred C. Bourdier	$2,000.00	Mail to Lessor's Address 1543 Oakwood Dr. Lake Charles, LA 70611
Lynn H. Bourdier	$250.00	Mail to Lessor's Address 416 Julius St. Lake Charles, LA 70605
Michael David Trahan	$50.00	Mail to Lessor's Address 315 Vincent Rd. Lafayette, LA 70508
Chanda Hollier Trahan	$50.00	Mail to Lessor's Address 315 Vincent Rd. Lafayette, LA 70508

Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his, her or its interest.

16. In the event a portion or portions of the lands herein leased is pooled or unitized with other land as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event that the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term this lease is being maintained as to a part of the land by operations on or productions from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than **two (2)** years beyond the end of the primary term. Notwithstanding anything to the contrary contained in this lease, Lessee shall have the continuous right of ingress and egress over, across and through any roads on the leased premises so long as Lessee conducts operations on the lands subject hereto, or lands pooled therewith.

17. Notwithstanding anything contained herein to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by payment of Shut-In gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 16 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 16 shall be applicable.

Page 2 of 2 of Exhibit "A" attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **ALFRED C. BOURDIER, ET AL,** as Lessor and **CINCO LAND & EXPLORATION, INC.,** as Lessee.

18. Wherever the designation one-eighth (1/8) appears in paragraph seven (7) herein, the designation **one-fifth (1/5th)** shall be substituted therefore.

19. It is the understanding of the lessor that the lessee will maintain and repair all areas used by lessee, its contractor, sub-contractors, employees or representatives during the term of this lease.

20. Lessee shall insure against any and all liability including environmental clean-up. Lessee will also provide an annual certificate of insurance as proof that the insurance is kept in effect during the terms of the lease should the surface be utilized.

21. All wells drilled on the leased premises shall be plugged and abandoned in compliance with all state and federal regulations. Specifically, lessee shall provide lessor with written, notarized statement certifying that lessee has complied with the plugging and abandonment requirements of state wide Order 29B of State of Louisiana and shall furnish a copy of report to lessor within thirty (30) days.

22. SUB-SURFACE SERVITUDE

a. In addition to the Oil, Gas and Mineral Lease granted, the party or parties who have signed this instrument [who is (are) referred to as "Lessor" in the foregoing Oil, Gas and Mineral Lease and is (are) now referred to as "Grantor" (whether one or more) for the purpose of granting this Sub-Surface Servitude], for and in consideration of monies received for the foregoing Oil, Gas and Mineral Lease, the receipt and sufficiency of which are hereby acknowledged, hereby grants **CINCO LAND & EXPLORATION, INC.**. [who is referred to as "Lessee" in the foregoing Oil, Gas and Mineral Lease and is now referred to as "Grantee" for the purpose of this Sub-Surface Servitude]; a Sub-Surface Right-of-Way, Servitude and Easement under and across the land leased in the foregoing Oil, Gas and Mineral Lease, for the purpose of drilling, operating, producing, reworking and maintaining a directional or sidetrack well or wells from a surface location situated off of said land or on said land, to such bottomhole location as Grantee may deem appropriate.

b. Notwithstanding anything herein contained to the contrary, this Sub-Surface Servitude shall for all purposes hereof, be considered as a separate and independent contract between Grantor and Grantee covering and affecting the property herein described.

c. Grantee will indemnify and hold Grantor harmless from any and all damages to Grantor's property caused by the use of this Sub-Surface Servitude and will protect and hold Grantor harmless against any and all claims or demands by third parties arising out of or resulting from Grantee's use of the Sub-Surface Servitude herein granted.

d. The rights granted in this Sub-Surface Servitude will remain in full force and effect for so long as Grantee may continue to use these rights, but in the event Grantee ceases to use the rights herein granted for **one consecutive year**, this Sub-Surface Servitude will terminate.

It is specifically understood by the parties hereto and it is their intention that the rights granted in the foregoing Oil, Gas and Mineral Lease and the rights granted in this Sub-Surface Servitude shall be several and that the Sub-Surface Servitude herein provided for shall survive the Oil, Gas and Mineral Lease, in the event said Oil, Gas and Mineral Lease should terminate.

e. In the event this Sub-Surface Servitude, or any interest herein, be conveyed, assigned or otherwise transferred, Grantor expressly releases Grantee from its obligations hereunder, to the extent of such interest so conveyed, assigned or otherwise transferred.

The consideration paid by Lessee/Grantee to Lessor/Grantor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

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FORM 42 CPMNEW SOUTH
LOUISIANA REVISED FOUR (4) POOLING
REVISED "A"

OIL, GAS AND MINERAL LEASE

2012 AUG 31 PM 12: 18

RICHARD M. ARCENEAUX
CLERK OF COURT
JEFFERSON DAVIS PARISH

THIS AGREEMENT, entered into effective as of July 9, 2012 by and between Patrick H. Johnson, husband of Shirley Johnson, whose mailing address is 305 Pellerin Dr., Kenner, LA 70065,

herein called "Lessor" (whether one or more) and **CINCO LAND & EXPLORATION, INC.**, whose mailing address is 8811 Gaylord Dr., Houston, Texas 77024, hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of one hundred dollars and other valuable considerations ($ 100.00 & OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, ~~sulphur and all other minerals~~, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land ~~or acreage pooled therewith~~), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

That certain tract or parcel of land containing 40.00 acres, more or less, situated in Section 17, Township 10 South, Range 2 West and Section 39, Township 10 South, Range 3 West, bounded now or formerly as follows: Northwest by Richard Hebert, Vicky Hebert and Dennis Hebert; Northeast by Noble Energy, Inc.; Southeast by U BOL M RA SUA created by Office of Conservation Order 101-G, effective on and after June 7, 1988 and/or other lands of Lessor not leased herein; and Southwest by other lands of Lessor not leased herein and/or a line extending from the west most point of the U BOL M RA SUA to the south most point of the Richard Hebert property located in Section 12, T10S-R3W.

See **Exhibit "A"** attached hereto and made a part hereof for additional terms & provisions.

This lease covers and includes all of Lessor' rights, title and interest in and to any servitudes, rights-of-way, roads, streets, alleys, highways, bayous, streams, coulees, lakes, ditches, etc. public or private, traversing or adjoining the lands described hereinabove, whether or not specifically described.

~~All land owned by the Lessor in the above mentioned Section or Sections or Surveys,~~ All property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise **40.00** acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on July 9, 2013 unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of three hundred and no/100 Dollars ($300.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods three hundred and no/100 dollars ($300.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the **SEE PARAGRAPH 15 OF EXHIBIT "A" ATTACHED HERETO** Bank of _____ which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of

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his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary term such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such

evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, If legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Printed Name: Angel M. Sums

Printed Name: Wendy LaBorde

PATRICK H. JOHNSON

STATE OF LOUISIANA
PARISH OF JEFFERSON

On this 17 day of July, 2012, before me personally appeared PATRICK H. JOHNSON, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed same as his free act and deed.

Notary Public
Notary ID #

CONNIE S. MONTGOMERY
NOTARY PUBLIC
Commission No.: 54735
My Commission is for Life

EXHIBIT "A"

Page 1 of 2 of Exhibit "A" Attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **PATRICK H. JOHNSON,** as Lessor and **CINCO LAND & EXPLORATION, INC.,** as Lessee.

14. Lessors authorize Lessee, his successors or assigns, to tender all bonus, rentals, royalties and any other payments accruing under the terms of this lease in the proportions set out in the rental division order in Paragraph 15 below, regardless of surface and/or mineral ownership.

15. Lessor(s) authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to wit:

LESSOR	AMOUNT	DEPOSITORY
Patrick H. Johnson	$600.00	Mail to Lessor's Address 305 Pellerin Dr. Kenner, LA 70065

Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his, her or its interest.

16. In the event a portion or portions of the lands herein leased is pooled or unitized with other land as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event that the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term this lease is being maintained as to a part of the land by operations on or productions from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than **two (2)** years beyond the end of the primary term. Notwithstanding anything to the contrary contained in this lease, Lessee shall have the continuous right of ingress and egress over, across and through any roads on the leased premises so long as Lessee conducts operations on the lands subject hereto, or lands pooled therewith.

17. Notwithstanding anything contained herein to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by payment of Shut-In gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 16 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 16 shall be applicable.

18. Wherever the designation one-eighth (1/8) appears in paragraph seven (7) herein, the designation **one-fifth (1/5th)** shall be substituted therefore.

19. It is the understanding of the lessor that the lessee will maintain and repair all areas used by lessee, its contractor, sub-contractors, employees or representatives during the term of this lease.

20. Lessee shall insure against any and all liability including environmental clean-up. Lessee will also provide an annual certificate of insurance as proof that the insurance is kept in effect during the terms of the lease should the surface be utilized.

21. All wells drilled on the leased premises shall be plugged and abandoned in compliance with all state and federal regulations. Specifically, lessee shall provide lessor with written, notarized statement certifying that lessee has complied with the plugging and abandonment requirements of state wide Order 29B of State of Louisiana and shall furnish a copy of report to lessor within thirty (30) days.

Page 2 of 2 of Exhibit "A" attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **PATRICK H. JOHNSON,** as Lessor and **CINCO LAND & EXPLORATION, INC.,** as Lessee.

22. SUB-SURFACE SERVITUDE

a. In addition to the Oil, Gas and Mineral Lease granted, the party or parties who have signed this instrument [who is (are) referred to as "Lessor" in the foregoing Oil, Gas and Mineral Lease and is (are) now referred to as "Grantor" (whether one or more) for the purpose of granting this Sub-Surface Servitude], for and in consideration of monies received for the foregoing Oil, Gas and Mineral Lease, the receipt and sufficiency of which are hereby acknowledged, hereby grants **CINCO LAND & EXPLORATION, INC.**. [who is referred to as "Lessee" in the foregoing Oil, Gas and Mineral Lease and is now referred to as "Grantee" for the purpose of this Sub-Surface Servitude]; a Sub-Surface Right-of-Way, Servitude and Easement under and across the land leased in the foregoing Oil, Gas and Mineral Lease, for the purpose of drilling, operating, producing, reworking and maintaining a directional or sidetrack well or wells from a surface location situated off of said land or on said land, to such bottomhole location as Grantee may deem appropriate.

b. Notwithstanding anything herein contained to the contrary, this Sub-Surface Servitude shall for all purposes hereof, be considered as a separate and independent contract between Grantor and Grantee covering and affecting the property herein described.

c. Grantee will indemnify and hold Grantor harmless from any and all damages to Grantor's property caused by the use of this Sub-Surface Servitude and will protect and hold Grantor harmless against any and all claims or demands by third parties arising out of or resulting from Grantee's use of the Sub-Surface Servitude herein granted.

d. The rights granted in this Sub-Surface Servitude will remain in full force and effect for so long as Grantee may continue to use these rights, but in the event Grantee ceases to use the rights herein granted for **one consecutive year**, this Sub-Surface Servitude will terminate.

It is specifically understood by the parties hereto and it is their intention that the rights granted in the foregoing Oil, Gas and Mineral Lease and the rights granted in this Sub-Surface Servitude shall be several and that the Sub-Surface Servitude herein provided for shall survive the Oil, Gas and Mineral Lease, in the event said Oil, Gas and Mineral Lease should terminate.

e. In the event this Sub-Surface Servitude, or any interest herein, be conveyed, assigned or otherwise transferred, Grantor expressly releases Grantee from its obligations hereunder, to the extent of such interest so conveyed, assigned or otherwise transferred.

The consideration paid by Lessee/Grantee to Lessor/Grantor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

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FORM 42 CPMNEW SOUTH
LOUISIANA REVISED FOUR (4) POOLING
REVISED "A"

RECORDED AND FILED
2012 AUG 31 PM 12: 18
RICHARD M. MARTINEZ
CLERK OF COURT
JEFFERSON DAVIS PARISH

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of July 9, 2012 by and between YVETTE B. MATHIS, a single woman of majority age, whose mailing address is P.O. Box 1658, Marshall, TX 75671,

herein called "Lessor" (whether one or more) and **CINCO LAND & EXPLORATION, INC.**, whose mailing address is 8811 Gaylord Dr., Houston, Texas 77024, hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of one hundred dollars and other valuable considerations ($ 100.00 & OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, ~~sulphur and all other minerals~~, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land ~~or acreage pooled therewith~~), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

That certain tract or parcel of land containing 40.00 acres, more or less, situated in Section 17, Township 10 South, Range 2 West and Section 39, Township 10 South, Range 3 West, bounded now or formerly as follows: Northwest by Richard Hebert, Vicky Hebert and Dennis Hebert; Northeast by Noble Energy, Inc.; Southeast by U BOL M RA SUA created by Office of Conservation Order 101-G, effective on and after June 7, 1988 and/or other lands of Lessor not leased herein; and Southwest by other lands of Lessor not leased herein and/or a line extending from the west most point of the U BOL M RA SUA to the south most point of the Richard Hebert property located in Section 12, T10S-R3W.

See **Exhibit "A"** attached hereto and made a part hereof for additional terms & provisions.

This lease covers and includes all of Lessor' rights, title and interest in and to any servitudes, rights-of-way, roads, streets, alleys, highways, bayous, streams, coulees, lakes, ditches, etc. public or private, traversing or adjoining the lands described hereinabove, whether or not specifically described.

~~All land owned by the Lessor In the above mentioned Section or Sections or Surveys,~~ All property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise **40.00** acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on July 9, 2013 unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of three hundred and no/100 Dollars ($300.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods three hundred and no/100 dollars ($300.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the **SEE PARAGRAPH 15 OF EXHIBIT "A" ATTACHED HERETO** Bank of _____ which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of

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his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary term such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such

evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, If legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Phyllis A. Smith
Printed Name: Phyllis A. Smith

Marie A. Pears
Printed Name: MARIE A. PEARS

Yvette B. Mathis
YVETTE B. MATHIS
Dawn Lehrite
Attorney in fact

STATE OF TEXAS
COUNTY OF Harrison

On this 17th day of July, 2012, before me personally appeared YVETTE B. MATHIS, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed same as her free act and deed.

MELBA J. LANDERS BURNS
Notary Public
STATE OF TEXAS
My Comm. Exp. March 24, 2016

Melba J Landers Burns
Notary Public
MY COMMISSION EXPIRES 3/24/16

EXHIBIT "A"

Page 1 of 2 of Exhibit "A" Attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **YVETTE B. MATHIS,** as Lessor and **CINCO LAND & EXPLORATION, INC.,** as Lessee.

14. Lessors authorize Lessee, his successors or assigns, to tender all bonus, rentals, royalties and any other payments accruing under the terms of this lease in the proportions set out in the rental division order in Paragraph 15 below, regardless of surface and/or mineral ownership.

15. Lessor(s) authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to wit:

LESSOR	AMOUNT	DEPOSITORY
YVETTE B. MATHIS	$1,500.00	Mail to Lessor's Address P.O. Box 1658 Marshall, TX 75671

Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his, her or its interest.

16. In the event a portion or portions of the lands herein leased is pooled or unitized with other land as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event that the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term this lease is being maintained as to a part of the land by operations on or productions from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than **two (2)** years beyond the end of the primary term. Notwithstanding anything to the contrary contained in this lease, Lessee shall have the continuous right of ingress and egress over, across and through any roads on the leased premises so long as Lessee conducts operations on the lands subject hereto, or lands pooled therewith.

17. Notwithstanding anything contained herein to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by payment of Shut-In gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 16 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 16 shall be applicable.

18. Wherever the designation one-eighth (1/8) appears in paragraph seven (7) herein, the designation **one-fifth (1/5th)** shall be substituted therefore.

19. It is the understanding of the lessor that the lessee will maintain and repair all areas used by lessee, its contractor, sub-contractors, employees or representatives during the term of this lease.

20. Lessee shall insure against any and all liability including environmental clean-up. Lessee will also provide an annual certificate of insurance as proof that the insurance is kept in effect during the terms of the lease should the surface be utilized.

21. All wells drilled on the leased premises shall be plugged and abandoned in compliance with all state and federal regulations. Specifically, lessee shall provide lessor with written, notarized statement certifying that lessee has complied with the plugging and abandonment requirements of state wide Order 29B of State of Louisiana and shall furnish a copy of report to lessor within thirty (30) days.

Page 2 of 2 of Exhibit "A" attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **YVETTE B. MATHIS,** as Lessor and **CINCO LAND & EXPLORATION, INC.,** as Lessee.

22. SUB-SURFACE SERVITUDE

a. In addition to the Oil, Gas and Mineral Lease granted, the party or parties who have signed this instrument [who is (are) referred to as "Lessor" in the foregoing Oil, Gas and Mineral Lease and is (are) now referred to as "Grantor" (whether one or more) for the purpose of granting this Sub-Surface Servitude], for and in consideration of monies received for the foregoing Oil, Gas and Mineral Lease, the receipt and sufficiency of which are hereby acknowledged, hereby grants **CINCO LAND & EXPLORATION, INC.**. [who is referred to as "Lessee" in the foregoing Oil, Gas and Mineral Lease and is now referred to as "Grantee" for the purpose of this Sub-Surface Servitude]; a Sub-Surface Right-of-Way, Servitude and Easement under and across the land leased in the foregoing Oil, Gas and Mineral Lease, for the purpose of drilling, operating, producing, reworking and maintaining a directional or sidetrack well or wells from a surface location situated off of said land or on said land, to such bottomhole location as Grantee may deem appropriate.

b. Notwithstanding anything herein contained to the contrary, this Sub-Surface Servitude shall for all purposes hereof, be considered as a separate and independent contract between Grantor and Grantee covering and affecting the property herein described.

c. Grantee will indemnify and hold Grantor harmless from any and all damages to Grantor's property caused by the use of this Sub-Surface Servitude and will protect and hold Grantor harmless against any and all claims or demands by third parties arising out of or resulting from Grantee's use of the Sub-Surface Servitude herein granted.

d. The rights granted in this Sub-Surface Servitude will remain in full force and effect for so long as Grantee may continue to use these rights, but in the event Grantee ceases to use the rights herein granted for **one consecutive year**, this Sub-Surface Servitude will terminate.

It is specifically understood by the parties hereto and it is their intention that the rights granted in the foregoing Oil, Gas and Mineral Lease and the rights granted in this Sub-Surface Servitude shall be several and that the Sub-Surface Servitude herein provided for shall survive the Oil, Gas and Mineral Lease, in the event said Oil, Gas and Mineral Lease should terminate.

e. In the event this Sub-Surface Servitude, or any interest herein, be conveyed, assigned or otherwise transferred, Grantor expressly releases Grantee from its obligations hereunder, to the extent of such interest so conveyed, assigned or otherwise transferred.

The consideration paid by Lessee/Grantee to Lessor/Grantor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

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FORM 42 CPMNEW SOUTH
LOUISIANA REVISED FOUR (4) POOLING
REVISED "A"

RECORDED AND FILED

OIL, GAS AND MINERAL LEASE

2012 AUG 31 PM 12: 18

THIS AGREEMENT, entered into effective as of July 9, 2012 by and between Bernadine B. Zibilich, widow of William Zibilich, whose mailing address is 125 Valentine Dr., Avondale, LA 70094,

RICHARD M. ARCENEAUX
CLERK OF COURT
JEFFERSON DAVIS PARISH

herein called "Lessor" (whether one or more) and **CINCO LAND & EXPLORATION, INC.**, whose mailing address is 8811 Gaylord Dr., Houston, Texas 77024, hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of one hundred dollars and other valuable considerations ($ 100.00 & OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, ~~sulphur and all other minerals~~, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land ~~or acreage pooled therewith~~), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

That certain tract or parcel of land containing 40.00 acres, more or less, situated in Section 17, Township 10 South, Range 2 West and Section 39, Township 10 South, Range 3 West, bounded now or formerly as follows: Northwest by Richard Hebert, Vicky Hebert and Dennis Hebert; Northeast by Noble Energy, Inc.; Southeast by U BOL M RA SUA created by Office of Conservation Order 101-G, effective on and after June 7, 1988 and/or other lands of Lessor not leased herein; and Southwest by other lands of Lessor not leased herein and/or a line extending from the west most point of the U BOL M RA SUA to the south most point of the Richard Hebert property located in Section 12, T10S-R3W.

See **Exhibit "A"** attached hereto and made a part hereof for additional terms & provisions.

This lease covers and includes all of Lessor' rights, title and interest in and to any servitudes, rights-of-way, roads, streets, alleys, highways, bayous, streams, coulees, lakes, ditches, etc. public or private, traversing or adjoining the lands described hereinabove, whether or not specifically described.

~~All land owned by the Lessor In the above mentioned Section or Sections or Surveys,~~ All property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise **40.00** acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on July 9, 2013 unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of three hundred and no/100 Dollars ($300.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods three hundred and no/100 dollars ($300.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the **SEE PARAGRAPH 15 OF EXHIBIT "A" ATTACHED HERETO** Bank of _____ which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of

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his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary term such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such

evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, If legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Printed Name: Kelly V. Pizani

Printed Name: Randy Arsenaux

BERNADINE B. ZIBILICH

STATE OF LOUISIANA
PARISH OF JEFFERSON

On this 17 day of July, 2012, before me personally appeared BERNADINE B. ZIBILICH, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed same as her free act and deed.

Notary Public Rose L Valence
Notary ID # 12897

EXHIBIT "A"

Page 1 of 2 of Exhibit "A" Attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **BERNADINE B. ZIBILICH,** as Lessor and **CINCO LAND & EXPLORATION, INC.,** as Lessee.

14. Lessors authorize Lessee, his successors or assigns, to tender all bonus, rentals, royalties and any other payments accruing under the terms of this lease in the proportions set out in the rental division order in Paragraph 15 below, regardless of surface and/or mineral ownership.

15. Lessor(s) authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to wit:

LESSOR	AMOUNT	DEPOSITORY
Bernadine B. Zibilich	$250.00	Mail to Lessor's Address 125 Valentine Dr. Avondale, LA 70094

Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his, her or its interest.

16. In the event a portion or portions of the lands herein leased is pooled or unitized with other land as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event that the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term this lease is being maintained as to a part of the land by operations on or productions from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than **two (2)** years beyond the end of the primary term. Notwithstanding anything to the contrary contained in this lease, Lessee shall have the continuous right of ingress and egress over, across and through any roads on the leased premises so long as Lessee conducts operations on the lands subject hereto, or lands pooled therewith.

17. Notwithstanding anything contained herein to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by payment of Shut-In gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 16 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 16 shall be applicable.

18. Wherever the designation one-eighth (1/8) appears in paragraph seven (7) herein, the designation **one-fifth (1/5th)** shall be substituted therefore.

19. It is the understanding of the lessor that the lessee will maintain and repair all areas used by lessee, its contractor, sub-contractors, employees or representatives during the term of this lease.

20. Lessee shall insure against any and all liability including environmental clean-up. Lessee will also provide an annual certificate of insurance as proof that the insurance is kept in effect during the terms of the lease should the surface be utilized.

21. All wells drilled on the leased premises shall be plugged and abandoned in compliance with all state and federal regulations. Specifically, lessee shall provide lessor with written, notarized statement certifying that lessee has complied with the plugging and abandonment requirements of state wide Order 29B of State of Louisiana and shall furnish a copy of report to lessor within thirty (30) days.

Page 2 of 2 of Exhibit "A" attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **BERNADINE B. ZIBILICH,** as Lessor and **CINCO LAND & EXPLORATION, INC.,** as Lessee.

22. SUB-SURFACE SERVITUDE

a. In addition to the Oil, Gas and Mineral Lease granted, the party or parties who have signed this instrument [who is (are) referred to as "Lessor" in the foregoing Oil, Gas and Mineral Lease and is (are) now referred to as "Grantor" (whether one or more) for the purpose of granting this Sub-Surface Servitude], for and in consideration of monies received for the foregoing Oil, Gas and Mineral Lease, the receipt and sufficiency of which are hereby acknowledged, hereby grants **CINCO LAND & EXPLORATION, INC.**. [who is referred to as "Lessee" in the foregoing Oil, Gas and Mineral Lease and is now referred to as "Grantee" for the purpose of this Sub-Surface Servitude]; a Sub-Surface Right-of-Way, Servitude and Easement under and across the land leased in the foregoing Oil, Gas and Mineral Lease, for the purpose of drilling, operating, producing, reworking and maintaining a directional or sidetrack well or wells from a surface location situated off of said land or on said land, to such bottomhole location as Grantee may deem appropriate.

b. Notwithstanding anything herein contained to the contrary, this Sub-Surface Servitude shall for all purposes hereof, be considered as a separate and independent contract between Grantor and Grantee covering and affecting the property herein described.

c. Grantee will indemnify and hold Grantor harmless from any and all damages to Grantor's property caused by the use of this Sub-Surface Servitude and will protect and hold Grantor harmless against any and all claims or demands by third parties arising out of or resulting from Grantee's use of the Sub-Surface Servitude herein granted.

d. The rights granted in this Sub-Surface Servitude will remain in full force and effect for so long as Grantee may continue to use these rights, but in the event Grantee ceases to use the rights herein granted for **one consecutive year**, this Sub-Surface Servitude will terminate.

It is specifically understood by the parties hereto and it is their intention that the rights granted in the foregoing Oil, Gas and Mineral Lease and the rights granted in this Sub-Surface Servitude shall be several and that the Sub-Surface Servitude herein provided for shall survive the Oil, Gas and Mineral Lease, in the event said Oil, Gas and Mineral Lease should terminate.

e. In the event this Sub-Surface Servitude, or any interest herein, be conveyed, assigned or otherwise transferred, Grantor expressly releases Grantee from its obligations hereunder, to the extent of such interest so conveyed, assigned or otherwise transferred.

The consideration paid by Lessee/Grantee to Lessor/Grantor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

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FORM 42 CPMNEW SOUTH
LOUISIANA REVISED FOUR (4) POOLING
REVISED "A"

RECORDED AND FILED

OIL, GAS AND MINERAL LEASE

2012 AUG 31 PM 12: 18

THIS AGREEMENT, entered into effective as of July 9, 2012 by and between ROSE MARIE B. PETITJEAN, divorced from Robert Touchet, whose mailing address is 192 Bart Greene Dr., Johnson City, TN 37615,

CLERK OF COURT
JEFFERSON DAVIS PARISH

herein called "Lessor" (whether one or more) and **CINCO LAND & EXPLORATION, INC.**, whose mailing address is 8811 Gaylord Dr., Houston, Texas 77024, hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of one hundred dollars and other valuable considerations ($ 100.00 & OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, ~~sulphur and all other minerals~~, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land ~~or acreage pooled therewith~~), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

That certain tract or parcel of land containing 40.00 acres, more or less, situated in Section 17, Township 10 South, Range 2 West and Section 39, Township 10 South, Range 3 West, bounded now or formerly as follows: Northwest by Richard Hebert, Vicky Hebert and Dennis Hebert; Northeast by Noble Energy, Inc.; Southeast by U BOL M RA SUA created by Office of Conservation Order 101-G, effective on and after June 7, 1988 and/or other lands of Lessor not leased herein; and Southwest by other lands of Lessor not leased herein and/or a line extending from the west most point of the U BOL M RA SUA to the south most point of the Richard Hebert property located in Section 12, T10S-R3W.

See **Exhibit "A"** attached hereto and made a part hereof for additional terms & provisions.

This lease covers and includes all of Lessor' rights, title and interest in and to any servitudes, rights-of-way, roads, streets, alleys, highways, bayous, streams, coulees, lakes, ditches, etc. public or private, traversing or adjoining the lands described hereinabove, whether or not specifically described.

~~All land owned by the Lessor In the above mentioned Section or Sections or Surveys,~~ All property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise **40.00** acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on July 9, 2013 unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of three hundred and no/100 Dollars ($300.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods three hundred and no/100 dollars ($300.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the **SEE PARAGRAPH 15 OF EXHIBIT "A" ATTACHED HERETO** Bank of _____ which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of

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his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary term such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such

evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, If legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Printed Name: Sandra McKinney

Printed Name: Diane Blevins

ROSE MARIE B. PETITJEAN

STATE OF TENNESSEE
COUNTY OF WASHINGTON

On this 17th day of July, 2012, before me personally appeared ROSE MARIE B. PETITJEAN, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed same as her free act and deed.

GLENDA FILLERS
STATE OF TENNESSEE NOTARY PUBLIC
WASHINGTON COUNTY

Notary Public
MY COMMISSION EXPIRES 12/30/2014

EXHIBIT "A"

Page 1 of 2 of Exhibit "A" Attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **ROSE MARIE B. PETITJEAN,** as Lessor and **CINCO LAND & EXPLORATION, INC.,** as Lessee.

14. Lessors authorize Lessee, his successors or assigns, to tender all bonus, rentals, royalties and any other payments accruing under the terms of this lease in the proportions set out in the rental division order in Paragraph 15 below, regardless of surface and/or mineral ownership.

15. Lessor(s) authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to wit:

LESSOR	AMOUNT	DEPOSITORY
ROSE MARIE B. PETITJEAN	$250.00	Mail to Lessor's Address 192 Bart Greene Dr. Johnson City, TN 37615

Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his, her or its interest.

16. In the event a portion or portions of the lands herein leased is pooled or unitized with other land as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event that the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term this lease is being maintained as to a part of the land by operations on or productions from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than **two (2)** years beyond the end of the primary term. Notwithstanding anything to the contrary contained in this lease, Lessee shall have the continuous right of ingress and egress over, across and through any roads on the leased premises so long as Lessee conducts operations on the lands subject hereto, or lands pooled therewith.

17. Notwithstanding anything contained herein to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by payment of Shut-In gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 16 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 16 shall be applicable.

18. Wherever the designation one-eighth (1/8) appears in paragraph seven (7) herein, the designation **one-fifth (1/5th)** shall be substituted therefore.

19. It is the understanding of the lessor that the lessee will maintain and repair all areas used by lessee, its contractor, sub-contractors, employees or representatives during the term of this lease.

20. Lessee shall insure against any and all liability including environmental clean-up. Lessee will also provide an annual certificate of insurance as proof that the insurance is kept in effect during the terms of the lease should the surface be utilized.

21. All wells drilled on the leased premises shall be plugged and abandoned in compliance with all state and federal regulations. Specifically, lessee shall provide lessor with written, notarized statement certifying that lessee has complied with the plugging and abandonment requirements of state wide Order 29B of State of Louisiana and shall furnish a copy of report to lessor within thirty (30) days.

Page 2 of 2 of Exhibit "A" attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **ROSE MARIE B. PETITJEAN,** as Lessor and **CINCO LAND & EXPLORATION, INC.,** as Lessee.

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a. In addition to the Oil, Gas and Mineral Lease granted, the party or parties who have signed this instrument [who is (are) referred to as "Lessor" in the foregoing Oil, Gas and Mineral Lease and is (are) now referred to as "Grantor" (whether one or more) for the purpose of granting this Sub-Surface Servitude], for and in consideration of monies received for the foregoing Oil, Gas and Mineral Lease, the receipt and sufficiency of which are hereby acknowledged, hereby grants **CINCO LAND & EXPLORATION, INC.**. [who is referred to as "Lessee" in the foregoing Oil, Gas and Mineral Lease and is now referred to as "Grantee" for the purpose of this Sub-Surface Servitude]; a Sub-Surface Right-of-Way, Servitude and Easement under and across the land leased in the foregoing Oil, Gas and Mineral Lease, for the purpose of drilling, operating, producing, reworking and maintaining a directional or sidetrack well or wells from a surface location situated off of said land or on said land, to such bottomhole location as Grantee may deem appropriate.

b. Notwithstanding anything herein contained to the contrary, this Sub-Surface Servitude shall for all purposes hereof, be considered as a separate and independent contract between Grantor and Grantee covering and affecting the property herein described.

c. Grantee will indemnify and hold Grantor harmless from any and all damages to Grantor's property caused by the use of this Sub-Surface Servitude and will protect and hold Grantor harmless against any and all claims or demands by third parties arising out of or resulting from Grantee's use of the Sub-Surface Servitude herein granted.

d. The rights granted in this Sub-Surface Servitude will remain in full force and effect for so long as Grantee may continue to use these rights, but in the event Grantee ceases to use the rights herein granted for **one consecutive year**, this Sub-Surface Servitude will terminate.

It is specifically understood by the parties hereto and it is their intention that the rights granted in the foregoing Oil, Gas and Mineral Lease and the rights granted in this Sub-Surface Servitude shall be several and that the Sub-Surface Servitude herein provided for shall survive the Oil, Gas and Mineral Lease, in the event said Oil, Gas and Mineral Lease should terminate.

e. In the event this Sub-Surface Servitude, or any interest herein, be conveyed, assigned or otherwise transferred, Grantor expressly releases Grantee from its obligations hereunder, to the extent of such interest so conveyed, assigned or otherwise transferred.

The consideration paid by Lessee/Grantee to Lessor/Grantor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

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FORM 42 CPMNEW SOUTH
LOUISIANA REVISED FOUR (4) POOLING
REVISED "A"

RECORDED AND FILED
2012 AUG 31 PM 12: 19
KIERAN J. ARCENEAUX
CLERK OF COURT
JEFFERSON DAVIS PARISH

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of July 9, 2012 by and between DAVID L. BOURDIER, husband of Janet R. Bourdier, whose mailing address is P.O. Box 762, Patterson, LA 70392,

herein called "Lessor" (whether one or more) and **CINCO LAND & EXPLORATION, INC.**, whose mailing address is 8811 Gaylord Dr., Houston, Texas 77024, hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of one hundred dollars and other valuable considerations ($ 100.00 & OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, ~~sulphur and all other minerals~~, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land ~~or acreage pooled therewith~~), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

That certain tract or parcel of land containing 40.00 acres, more or less, situated in Section 17, Township 10 South, Range 2 West and Section 39, Township 10 South, Range 3 West, bounded now or formerly as follows: Northwest by Richard Hebert, Vicky Hebert and Dennis Hebert; Northeast by Noble Energy, Inc.; Southeast by U BOL M RA SUA created by Office of Conservation Order 101-G, effective on and after June 7, 1988 and/or other lands of Lessor not leased herein; and Southwest by other lands of Lessor not leased herein and/or a line extending from the west most point of the U BOL M RA SUA to the south most point of the Richard Hebert property located in Section 12, T10S-R3W.

See **Exhibit "A"** attached hereto and made a part hereof for additional terms & provisions.

This lease covers and includes all of Lessor' rights, title and interest in and to any servitudes, rights-of-way, roads, streets, alleys, highways, bayous, streams, coulees, lakes, ditches, etc. public or private, traversing or adjoining the lands described hereinabove, whether or not specifically described.

~~All land owned by the Lessor In the above mentioned Section or Sections or Surveys,~~ All property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise **40.00** acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

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1. This lease shall terminate on July 9, 2013 unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of three hundred and no/100 Dollars ($300.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods three hundred and no/100 dollars ($300.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the **SEE PARAGRAPH 15 OF EXHIBIT "A" ATTACHED HERETO** Bank of _____ which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of

his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary term such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such

evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, If legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Printed Name: David Freeman

Printed Name: Louise Davis

DAVID L. BOURDIER

STATE OF LOUSIANA
PARISH OF St. Mary

On this 17th day of July, 2012, before me personally appeared DAVID L. BOURDIER, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed same as his free act and deed.

Notary Public
Notary ID#

Marie D. Fryou
State of Louisiana
Notary # 78464
Lifetime Commission

EXHIBIT "A"

Page 1 of 2 of Exhibit "A" Attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **DAVID L. BOURDIER,** as Lessor and **CINCO LAND & EXPLORATION, INC.,** as Lessee.

14. Lessors authorize Lessee, his successors or assigns, to tender all bonus, rentals, royalties and any other payments accruing under the terms of this lease in the proportions set out in the rental division order in Paragraph 15 below, regardless of surface and/or mineral ownership.

15. Lessor(s) authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to wit:

LESSOR	AMOUNT	DEPOSITORY
DAVID L. BOURDIER	$250.00	Mail to Lessor's Address P.O. Box 762 Patterson, LA70392

Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his, her or its interest.

16. In the event a portion or portions of the lands herein leased is pooled or unitized with other land as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event that the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term this lease is being maintained as to a part of the land by operations on or productions from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than **two (2)** years beyond the end of the primary term. Notwithstanding anything to the contrary contained in this lease, Lessee shall have the continuous right of ingress and egress over, across and through any roads on the leased premises so long as Lessee conducts operations on the lands subject hereto, or lands pooled therewith.

17. Notwithstanding anything contained herein to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by payment of Shut-In gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 16 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 16 shall be applicable.

18. Wherever the designation one-eighth (1/8) appears in paragraph seven (7) herein, the designation **one-fifth (1/5th)** shall be substituted therefore.

19. It is the understanding of the lessor that the lessee will maintain and repair all areas used by lessee, its contractor, sub-contractors, employees or representatives during the term of this lease.

20. Lessee shall insure against any and all liability including environmental clean-up. Lessee will also provide an annual certificate of insurance as proof that the insurance is kept in effect during the terms of the lease should the surface be utilized.

21. All wells drilled on the leased premises shall be plugged and abandoned in compliance with all state and federal regulations. Specifically, lessee shall provide lessor with written, notarized statement certifying that lessee has complied with the plugging and abandonment requirements of state wide Order 29B of State of Louisiana and shall furnish a copy of report to lessor within thirty (30) days.

Page 2 of 2 of Exhibit "A" attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **DAVID L. BOURDIER,** as Lessor and **CINCO LAND & EXPLORATION, INC.,** as Lessee.

22. SUB-SURFACE SERVITUDE

a. In addition to the Oil, Gas and Mineral Lease granted, the party or parties who have signed this instrument [who is (are) referred to as "Lessor" in the foregoing Oil, Gas and Mineral Lease and is (are) now referred to as "Grantor" (whether one or more) for the purpose of granting this Sub-Surface Servitude], for and in consideration of monies received for the foregoing Oil, Gas and Mineral Lease, the receipt and sufficiency of which are hereby acknowledged, hereby grants **CINCO LAND & EXPLORATION, INC.**. [who is referred to as "Lessee" in the foregoing Oil, Gas and Mineral Lease and is now referred to as "Grantee" for the purpose of this Sub-Surface Servitude]; a Sub-Surface Right-of-Way, Servitude and Easement under and across the land leased in the foregoing Oil, Gas and Mineral Lease, for the purpose of drilling, operating, producing, reworking and maintaining a directional or sidetrack well or wells from a surface location situated off of said land or on said land, to such bottomhole location as Grantee may deem appropriate.

b. Notwithstanding anything herein contained to the contrary, this Sub-Surface Servitude shall for all purposes hereof, be considered as a separate and independent contract between Grantor and Grantee covering and affecting the property herein described.

c. Grantee will indemnify and hold Grantor harmless from any and all damages to Grantor's property caused by the use of this Sub-Surface Servitude and will protect and hold Grantor harmless against any and all claims or demands by third parties arising out of or resulting from Grantee's use of the Sub-Surface Servitude herein granted.

d. The rights granted in this Sub-Surface Servitude will remain in full force and effect for so long as Grantee may continue to use these rights, but in the event Grantee ceases to use the rights herein granted for **one consecutive year**, this Sub-Surface Servitude will terminate.

It is specifically understood by the parties hereto and it is their intention that the rights granted in the foregoing Oil, Gas and Mineral Lease and the rights granted in this Sub-Surface Servitude shall be several and that the Sub-Surface Servitude herein provided for shall survive the Oil, Gas and Mineral Lease, in the event said Oil, Gas and Mineral Lease should terminate.

e. In the event this Sub-Surface Servitude, or any interest herein, be conveyed, assigned or otherwise transferred, Grantor expressly releases Grantee from its obligations hereunder, to the extent of such interest so conveyed, assigned or otherwise transferred.

The consideration paid by Lessee/Grantee to Lessor/Grantor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

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VOL. 111

FORM 42 CPMNEW SOUTH
LOUISIANA REVISED FOUR (4) POOLING
REVISED "A"

RECORDED AND FILED

OIL, GAS AND MINERAL LEASE

2012 AUG 31 PM 12:19

THIS AGREEMENT, entered into effective as of July 9, 2012 by and between RNBC, LLC, represented herein by Ray Nell Bruce Calvin, Member, whose mailing address is 315 Sapphire Dr., College Station, TX 77845, hereinafter called

RECORDER
CLERK OF COURT
JEFFERSON DAVIS PARISH

herein called "Lessor" (whether one or more) and **CINCO LAND & EXPLORATION, INC.**, whose mailing address is 8811 Gaylord Dr., Houston, Texas 77024, hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of one hundred dollars and other valuable considerations ($ 100.00 & OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, ~~sulphur and all other minerals~~, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land ~~or acreage pooled therewith~~), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

That certain tract or parcel of land containing 40.00 acres, more or less, situated in Section 17, Township 10 South, Range 2 West and Section 39, Township 10 South, Range 3 West, bounded now or formerly as follows: Northwest by Richard Hebert, Vicky Hebert and Dennis Hebert; Northeast by Noble Energy, Inc.; Southeast by U BOL M RA SUA created by Office of Conservation Order 101-G, effective on and after June 7, 1988 and/or other lands of Lessor not leased herein; and Southwest by other lands of Lessor not leased herein and/or a line extending from the west most point of the U BOL M RA SUA to the south most point of the Richard Hebert property located in Section 12, T10S-R3W.

See **Exhibit "A"** attached hereto and made a part hereof for additional terms & provisions.

This lease covers and includes all of Lessor' rights, title and interest in and to any servitudes, rights-of-way, roads, streets, alleys, highways, bayous, streams, coulees, lakes, ditches, etc. public or private, traversing or adjoining the lands described hereinabove, whether or not specifically described.

~~All land owned by the Lessor In the above mentioned Section or Sections or Surveys,~~ All property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise **40.00** acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on July 9, 2013 unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of three hundred and no/100 Dollars ($300.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods three hundred and no/100 dollars ($300.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the **SEE PARAGRAPH 15 OF EXHIBIT "A" ATTACHED HERETO** Bank of _____ which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of

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his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary term such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such

evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, If legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Ronald Calvin

Printed Name: Ronald Calvin

Frances Gladden

Printed Name: Frances Gladden

RNBC, LLC

Ray Nell Bruce Calvin

BY: RAY NELL BRUCE CALVIN, MEMBER OF RBC, LLC

STATE OF TEXAS
COUNTY OF Brazos

On this 28th day of July, 2012, before me personally appeared RAY NELL BRUCE CALVIN, MEMBER OF RNBC, LLC, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed same as her free act and deed.

NOTARY PUBLIC STATE OF TEXAS
ESPERANZA PFITZNER
My Commission Expires
January 28, 2015

Esperanza Pfitzner

Notary Public

MY COMMISSION EXPIRES: January 28, 2015

EXHIBIT "A"

Page 1 of 2 of Exhibit "A" Attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **RNBC, LLC**, represented herein by Ray Nell Bruce Calvin, as Lessor and **CINCO LAND & EXPLORATION, INC.**, as Lessee.

14. Lessors authorize Lessee, his successors or assigns, to tender all bonus, rentals, royalties and any other payments accruing under the terms of this lease in the proportions set out in the rental division order in Paragraph 15 below, regardless of surface and/or mineral ownership.

15. Lessor(s) authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to wit:

LESSOR	AMOUNT	DEPOSITORY
RNBC, LLC	$1,000.00	Mail to Lessor's Address 315 Sapphire Dr. College Station, TX 77845

Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his, her or its interest.

16. In the event a portion or portions of the lands herein leased is pooled or unitized with other land as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event that the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term this lease is being maintained as to a part of the land by operations on or productions from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than **two (2)** years beyond the end of the primary term. Notwithstanding anything to the contrary contained in this lease, Lessee shall have the continuous right of ingress and egress over, across and through any roads on the leased premises so long as Lessee conducts operations on the lands subject hereto, or lands pooled therewith.

17. Notwithstanding anything contained herein to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by payment of Shut-In gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 16 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 16 shall be applicable.

18. Wherever the designation one-eighth (1/8) appears in paragraph seven (7) herein, the designation **one-fifth (1/5th)** shall be substituted therefore.

19. It is the understanding of the lessor that the lessee will maintain and repair all areas used by lessee, its contractor, sub-contractors, employees or representatives during the term of this lease.

20. Lessee shall insure against any and all liability including environmental clean-up. Lessee will also provide an annual certificate of insurance as proof that the insurance is kept in effect during the terms of the lease should the surface be utilized.

21. All wells drilled on the leased premises shall be plugged and abandoned in compliance with all state and federal regulations. Specifically, lessee shall provide lessor with written, notarized statement certifying that lessee has complied with the plugging and abandonment requirements of state wide Order 29B of State of Louisiana and shall furnish a copy of report to lessor within thirty (30) days.

Page 2 of 2 of Exhibit "A" attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **RNBC, LLC,** represented herein by Ray Nell Bruce Calvin, as Lessor and **CINCO LAND & EXPLORATION, INC.,** as Lessee.

22. SUB-SURFACE SERVITUDE

a. In addition to the Oil, Gas and Mineral Lease granted, the party or parties who have signed this instrument [who is (are) referred to as "Lessor" in the foregoing Oil, Gas and Mineral Lease and is (are) now referred to as "Grantor" (whether one or more) for the purpose of granting this Sub-Surface Servitude], for and in consideration of monies received for the foregoing Oil, Gas and Mineral Lease, the receipt and sufficiency of which are hereby acknowledged, hereby grants **CINCO LAND & EXPLORATION, INC.**. [who is referred to as "Lessee" in the foregoing Oil, Gas and Mineral Lease and is now referred to as "Grantee" for the purpose of this Sub-Surface Servitude]; a Sub-Surface Right-of-Way, Servitude and Easement under and across the land leased in the foregoing Oil, Gas and Mineral Lease, for the purpose of drilling, operating, producing, reworking and maintaining a directional or sidetrack well or wells from a surface location situated off of said land or on said land, to such bottomhole location as Grantee may deem appropriate.

b. Notwithstanding anything herein contained to the contrary, this Sub-Surface Servitude shall for all purposes hereof, be considered as a separate and independent contract between Grantor and Grantee covering and affecting the property herein described.

c. Grantee will indemnify and hold Grantor harmless from any and all damages to Grantor's property caused by the use of this Sub-Surface Servitude and will protect and hold Grantor harmless against any and all claims or demands by third parties arising out of or resulting from Grantee's use of the Sub-Surface Servitude herein granted.

d. The rights granted in this Sub-Surface Servitude will remain in full force and effect for so long as Grantee may continue to use these rights, but in the event Grantee ceases to use the rights herein granted for **one consecutive year**, this Sub-Surface Servitude will terminate.

It is specifically understood by the parties hereto and it is their intention that the rights granted in the foregoing Oil, Gas and Mineral Lease and the rights granted in this Sub-Surface Servitude shall be several and that the Sub-Surface Servitude herein provided for shall survive the Oil, Gas and Mineral Lease, in the event said Oil, Gas and Mineral Lease should terminate.

e. In the event this Sub-Surface Servitude, or any interest herein, be conveyed, assigned or otherwise transferred, Grantor expressly releases Grantee from its obligations hereunder, to the extent of such interest so conveyed, assigned or otherwise transferred.

The consideration paid by Lessee/Grantee to Lessor/Grantor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

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FORM 42 CPMNEW SOUTH
LOUISIANA REVISED FOUR (4) POOLING
REVISED "A"

RECORDED AND FILED

OIL, GAS AND MINERAL LEASE

2012 AUG 31 PM 12: 19

THIS AGREEMENT, entered into effective as of July 9, 2012 by and between NKBG PROPERTIES, LLC, represented herein by Nelia Karen B. Goldman, Member, whose mailing address is 2700 Bayou Lane, Monroe, LA 71201

MURIANNE P. ARCENEAUX
CLERK OF COURT
JEFFERSON DAVIS PARISH

herein called "Lessor" (whether one or more) and **CINCO LAND & EXPLORATION, INC.**, whose mailing address is 8811 Gaylord Dr., Houston, Texas 77024, hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of one hundred dollars and other valuable considerations ($ 100.00 & OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, ~~sulphur and all other minerals~~, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land ~~or acreage pooled therewith~~), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

That certain tract or parcel of land containing 40.00 acres, more or less, situated in Section 17, Township 10 South, Range 2 West and Section 39, Township 10 South, Range 3 West, bounded now or formerly as follows: Northwest by Richard Hebert, Vicky Hebert and Dennis Hebert; Northeast by Noble Energy, Inc.; Southeast by U BOL M RA SUA created by Office of Conservation Order 101-G, effective on and after June 7, 1988 and/or other lands of Lessor not leased herein; and Southwest by other lands of Lessor not leased herein and/or a line extending from the west most point of the U BOL M RA SUA to the south most point of the Richard Hebert property located in Section 12, T10S-R3W.

See **Exhibit "A"** attached hereto and made a part hereof for additional terms & provisions.

This lease covers and includes all of Lessor' rights, title and interest in and to any servitudes, rights-of-way, roads, streets, alleys, highways, bayous, streams, coulees, lakes, ditches, etc. public or private, traversing or adjoining the lands described hereinabove, whether or not specifically described.

~~All land owned by the Lessor in the above mentioned Section or Sections or Surveys,~~ All property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise **40.00** acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on July 9, 2013 unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of three hundred and no/100 Dollars ($300.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods three hundred and no/100 dollars ($300.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the **SEE PARAGRAPH 15 OF EXHIBIT "A" ATTACHED HERETO** Bank of _____which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of

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his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary term such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such

evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, If legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Printed Name: Kevin Goldman

Printed Name: Khaylin Moore

NKBG PROPERTIES, LLC

BY: NELIA KAREN B. GOLDMAN, MEMBER OF NKBG PROPERTIES, LLC

STATE OF LOUISIANA
PARISH OF Ouachita

On this 24th day of July, 2012, before me personally appeared NELIA KAREN B. GOLDMAN, MEMBER OF NKBG PROPERTIES, LLC, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed same as her free act and deed.

MY COMMISSION EXPIRES at death

Notary Public
Notary ID# #16098

EXHIBIT "A"

Page 1 of 2 of Exhibit "A" Attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **NKBG PROPERTIES, LLC**, represented herein by Nelia Karen B. Goldman, as Lessor and **CINCO LAND & EXPLORATION, INC.**, as Lessee.

14. Lessors authorize Lessee, his successors or assigns, to tender all bonus, rentals, royalties and any other payments accruing under the terms of this lease in the proportions set out in the rental division order in Paragraph 15 below, regardless of surface and/or mineral ownership.

15. Lessor(s) authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to wit:

LESSOR	AMOUNT	DEPOSITORY
NKBG Properties, LLC	$1,000.00	Mail to Lessor's Address 2700 Bayou Lane Monroe, LA 71201

Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his, her or its interest.

16. In the event a portion or portions of the lands herein leased is pooled or unitized with other land as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event that the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term this lease is being maintained as to a part of the land by operations on or productions from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than **two (2)** years beyond the end of the primary term. Notwithstanding anything to the contrary contained in this lease, Lessee shall have the continuous right of ingress and egress over, across and through any roads on the leased premises so long as Lessee conducts operations on the lands subject hereto, or lands pooled therewith.

17. Notwithstanding anything contained herein to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by payment of Shut-In gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 16 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 16 shall be applicable.

18. Wherever the designation one-eighth (1/8) appears in paragraph seven (7) herein, the designation **one-fifth (1/5th)** shall be substituted therefore.

19. It is the understanding of the lessor that the lessee will maintain and repair all areas used by lessee, its contractor, sub-contractors, employees or representatives during the term of this lease.

20. Lessee shall insure against any and all liability including environmental clean-up. Lessee will also provide an annual certificate of insurance as proof that the insurance is kept in effect during the terms of the lease should the surface be utilized.

21. All wells drilled on the leased premises shall be plugged and abandoned in compliance with all state and federal regulations. Specifically, lessee shall provide lessor with written, notarized statement certifying that lessee has complied with the plugging and abandonment requirements of state wide Order 29B of State of Louisiana and shall furnish a copy of report to lessor within thirty (30) days.

Page 2 of 2 of Exhibit "A" attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **NKBG PROPERTIES, LLC**, represented herein by Nelia Karen B. Goldman, as Lessor and **CINCO LAND & EXPLORATION, INC.**, as Lessee.

22. SUB-SURFACE SERVITUDE

a. In addition to the Oil, Gas and Mineral Lease granted, the party or parties who have signed this instrument [who is (are) referred to as "Lessor" in the foregoing Oil, Gas and Mineral Lease and is (are) now referred to as "Grantor" (whether one or more) for the purpose of granting this Sub-Surface Servitude], for and in consideration of monies received for the foregoing Oil, Gas and Mineral Lease, the receipt and sufficiency of which are hereby acknowledged, hereby grants **CINCO LAND & EXPLORATION, INC.**. [who is referred to as "Lessee" in the foregoing Oil, Gas and Mineral Lease and is now referred to as "Grantee" for the purpose of this Sub-Surface Servitude]; a Sub-Surface Right-of-Way, Servitude and Easement under and across the land leased in the foregoing Oil, Gas and Mineral Lease, for the purpose of drilling, operating, producing, reworking and maintaining a directional or sidetrack well or wells from a surface location situated off of said land or on said land, to such bottomhole location as Grantee may deem appropriate.

b. Notwithstanding anything herein contained to the contrary, this Sub-Surface Servitude shall for all purposes hereof, be considered as a separate and independent contract between Grantor and Grantee covering and affecting the property herein described.

c. Grantee will indemnify and hold Grantor harmless from any and all damages to Grantor's property caused by the use of this Sub-Surface Servitude and will protect and hold Grantor harmless against any and all claims or demands by third parties arising out of or resulting from Grantee's use of the Sub-Surface Servitude herein granted.

d. The rights granted in this Sub-Surface Servitude will remain in full force and effect for so long as Grantee may continue to use these rights, but in the event Grantee ceases to use the rights herein granted for **one consecutive year**, this Sub-Surface Servitude will terminate.

It is specifically understood by the parties hereto and it is their intention that the rights granted in the foregoing Oil, Gas and Mineral Lease and the rights granted in this Sub-Surface Servitude shall be several and that the Sub-Surface Servitude herein provided for shall survive the Oil, Gas and Mineral Lease, in the event said Oil, Gas and Mineral Lease should terminate.

e. In the event this Sub-Surface Servitude, or any interest herein, be conveyed, assigned or otherwise transferred, Grantor expressly releases Grantee from its obligations hereunder, to the extent of such interest so conveyed, assigned or otherwise transferred.

The consideration paid by Lessee/Grantee to Lessor/Grantor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

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FORM 42 CPMNEW SOUTH
LOUISIANA REVISED FOUR (4) POOLING
REVISED "A"

RECORDED AND FILED

OIL, GAS AND MINERAL LEASE

2012 AUG 31 PM 12: 19
MICHAEL H. ARCENEAUX
CLERK OF COURT
JEFFERSON DAVIS PARISH

THIS AGREEMENT, entered into effective as of July 9, 2012 by and between ALBERT SIDNEY JOHNSON, III, husband of Agnes Johnson, whose mailing address is 10963 Pomegranate Dr., Tucson, AZ 85737, herein called "Lessor" (whether one or more) and **CINCO LAND & EXPLORATION, INC.**, whose mailing address is 8811 Gaylord Dr., Houston, Texas 77024, hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of one hundred dollars and other valuable considerations ($ 100.00 & OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, ~~sulphur and all other minerals~~, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land ~~or acreage pooled therewith~~), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

That certain tract or parcel of land containing 40.00 acres, more or less, situated in Section 17, Township 10 South, Range 2 West and Section 39, Township 10 South, Range 3 West, bounded now or formerly as follows: Northwest by Richard Hebert, Vicky Hebert and Dennis Hebert; Northeast by Noble Energy, Inc.; Southeast by U BOL M RA SUA created by Office of Conservation Order 101-G, effective on and after June 7, 1988 and/or other lands of Lessor not leased herein; and Southwest by other lands of Lessor not leased herein and/or a line extending from the west most point of the U BOL M RA SUA to the south most point of the Richard Hebert property located in Section 12, T10S-R3W.

See **Exhibit "A"** attached hereto and made a part hereof for additional terms & provisions.

This lease covers and includes all of Lessor' rights, title and interest in and to any servitudes, rights-of-way, roads, streets, alleys, highways, bayous, streams, coulees, lakes, ditches, etc. public or private, traversing or adjoining the lands described hereinabove, whether or not specifically described.

~~All land owned by the Lessor in the above mentioned Section or Sections or Surveys,~~ All property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise **40.00** acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on July 9, 2013 unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of three hundred and no/100 Dollars ($300.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods three hundred and no/100 dollars ($300.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the **SEE PARAGRAPH 15 OF EXHIBIT "A" ATTACHED HERETO** Bank of _____ which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of

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his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary term such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such

evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, If legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Printed Name: Linda Clark

Printed Name: René J. Lamadrid

ALBERT SIDNEY JOHNSON, III

STATE OF ARIZONA
COUNTY OF PIMA

On this 26 day of July, 2012, before me personally appeared ALBERT SIDNEY JOHNSON, III, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed same as his free act and deed.

OFFICIAL SEAL
JAMES K. MARVEL
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires Oct. 30, 2012

Notary Public
MY COMMISSION EXPIRES 10-30-2012

EXHIBIT "A"

Page 1 of 2 of Exhibit "A" Attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **ALBERT SIDNEY JOHNSON, III,** as Lessor and **CINCO LAND & EXPLORATION, INC.,** as Lessee.

14. Lessors authorize Lessee, his successors or assigns, to tender all bonus, rentals, royalties and any other payments accruing under the terms of this lease in the proportions set out in the rental division order in Paragraph 15 below, regardless of surface and/or mineral ownership.

15. Lessor(s) authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to wit:

LESSOR	AMOUNT	DEPOSITORY
Albert Sidney Johnson, III	$300.00	Mail to Lessor's Address 10963 Pomegranate Dr. Tucson, AZ 85737

Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his, her or its interest.

16. In the event a portion or portions of the lands herein leased is pooled or unitized with other land as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event that the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term this lease is being maintained as to a part of the land by operations on or productions from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than **two (2)** years beyond the end of the primary term. Notwithstanding anything to the contrary contained in this lease, Lessee shall have the continuous right of ingress and egress over, across and through any roads on the leased premises so long as Lessee conducts operations on the lands subject hereto, or lands pooled therewith.

17. Notwithstanding anything contained herein to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by payment of Shut-In gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 16 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 16 shall be applicable.

18. Wherever the designation one-eighth (1/8) appears in paragraph seven (7) herein, the designation **one-fifth (1/5th)** shall be substituted therefore.

19. It is the understanding of the lessor that the lessee will maintain and repair all areas used by lessee, its contractor, sub-contractors, employees or representatives during the term of this lease.

20. Lessee shall insure against any and all liability including environmental clean-up. Lessee will also provide an annual certificate of insurance as proof that the insurance is kept in effect during the terms of the lease should the surface be utilized.

21. All wells drilled on the leased premises shall be plugged and abandoned in compliance with all state and federal regulations. Specifically, lessee shall provide lessor with written, notarized statement certifying that lessee has complied with the plugging and abandonment requirements of state wide Order 29B of State of Louisiana and shall furnish a copy of report to lessor within thirty (30) days.

Page 2 of 2 of Exhibit "A" attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **ALBERT SIDNEY JOHNSON, III,** as Lessor and **CINCO LAND & EXPLORATION, INC.,** as Lessee.

22. SUB-SURFACE SERVITUDE

a. In addition to the Oil, Gas and Mineral Lease granted, the party or parties who have signed this instrument [who is (are) referred to as "Lessor" in the foregoing Oil, Gas and Mineral Lease and is (are) now referred to as "Grantor" (whether one or more) for the purpose of granting this Sub-Surface Servitude], for and in consideration of monies received for the foregoing Oil, Gas and Mineral Lease, the receipt and sufficiency of which are hereby acknowledged, hereby grants **CINCO LAND & EXPLORATION, INC.**. [who is referred to as "Lessee" in the foregoing Oil, Gas and Mineral Lease and is now referred to as "Grantee" for the purpose of this Sub-Surface Servitude]; a Sub-Surface Right-of-Way, Servitude and Easement under and across the land leased in the foregoing Oil, Gas and Mineral Lease, for the purpose of drilling, operating, producing, reworking and maintaining a directional or sidetrack well or wells from a surface location situated off of said land or on said land, to such bottomhole location as Grantee may deem appropriate.

b. Notwithstanding anything herein contained to the contrary, this Sub-Surface Servitude shall for all purposes hereof, be considered as a separate and independent contract between Grantor and Grantee covering and affecting the property herein described.

c. Grantee will indemnify and hold Grantor harmless from any and all damages to Grantor's property caused by the use of this Sub-Surface Servitude and will protect and hold Grantor harmless against any and all claims or demands by third parties arising out of or resulting from Grantee's use of the Sub-Surface Servitude herein granted.

d. The rights granted in this Sub-Surface Servitude will remain in full force and effect for so long as Grantee may continue to use these rights, but in the event Grantee ceases to use the rights herein granted for **one consecutive year**, this Sub-Surface Servitude will terminate.

It is specifically understood by the parties hereto and it is their intention that the rights granted in the foregoing Oil, Gas and Mineral Lease and the rights granted in this Sub-Surface Servitude shall be several and that the Sub-Surface Servitude herein provided for shall survive the Oil, Gas and Mineral Lease, in the event said Oil, Gas and Mineral Lease should terminate.

e. In the event this Sub-Surface Servitude, or any interest herein, be conveyed, assigned or otherwise transferred, Grantor expressly releases Grantee from its obligations hereunder, to the extent of such interest so conveyed, assigned or otherwise transferred.

The consideration paid by Lessee/Grantee to Lessor/Grantor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

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FORM 42 CPMNEW SOUTH
LOUISIANA REVISED FOUR (4) POOLING
REVISED "A"

RECORDED AND FILED
2012 AUG 31 PM 12: 19
CLERK OF COURT
JEFFERSON DAVIS PARISH

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of July 9, 2012 by and between MARKHAM RAY TRAHAN, JR. AND SUSAN ARABIE TRAHAN, husband and wife, whose mailing address is 1533 Rustic Trail, Allen, TX 75002

herein called "Lessor" (whether one or more) and **CINCO LAND & EXPLORATION, INC.**, whose mailing address is 8811 Gaylord Dr., Houston, Texas 77024, hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of one hundred dollars and other valuable considerations ($ 100.00 & OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, ~~sulphur and all other minerals~~, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land ~~or acreage pooled therewith~~), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

That certain tract or parcel of land containing 40.00 acres, more or less, situated in Section 17, Township 10 South, Range 2 West and Section 39, Township 10 South, Range 3 West, bounded now or formerly as follows: Northwest by Richard Hebert, Vicky Hebert and Dennis Hebert; Northeast by Noble Energy, Inc.; Southeast by U BOL M RA SUA created by Office of Conservation Order 101-G, effective on and after June 7, 1988 and/or other lands of Lessor not leased herein; and Southwest by other lands of Lessor not leased herein and/or a line extending from the west most point of the U BOL M RA SUA to the south most point of the Richard Hebert property located in Section 12, T10S-R3W.

See **Exhibit "A"** attached hereto and made a part hereof for additional terms & provisions.

This lease covers and includes all of Lessor' rights, title and interest in and to any servitudes, rights-of-way, roads, streets, alleys, highways, bayous, streams, coulees, lakes, ditches, etc. public or private, traversing or adjoining the lands described hereinabove, whether or not specifically described.

~~All land owned by the Lessor In the above mentioned Section or Sections or Surveys,~~ All property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise **40.00** acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

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1. This lease shall terminate on July 9, 2013 unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of three hundred and no/100 Dollars ($300.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods three hundred and no/100 dollars ($300.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the **SEE PARAGRAPH 15 OF EXHIBIT "A" ATTACHED HERETO** Bank of _____ which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of

his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary term such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such

evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, If legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Printed Name: C Mitchell Rowe

Printed Name: Deena Ray

Printed Name: C Mitchell Rowe

Printed Name: Deena Ray

MARKHAM RAY TRAHAN, JR.

SUSAN ARABIE TRAHAN

STATE OF TEXAS
COUNTY OF Texas

On this 24th day of August, 2012, before me personally appeared MARKHAM RAY TRAHAN, JR. AND SUSAN ARABIE TRAHAN, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.

Notary Public
MY COMMISION EXPIRES: 10-6-2013

NOTARY PUBLIC STATE OF TEXAS
SUZANNE M. MARQUIS
My Commission Expires
October 6, 2013

EXHIBIT "A"

Page 1 of 2 of Exhibit "A" Attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **MARKHAM RAY TRAHAN, JR., ET UX,** as Lessor and **CINCO LAND & EXPLORATION, INC.,** as Lessee.

14. Lessors authorize Lessee, his successors or assigns, to tender all bonus, rentals, royalties and any other payments accruing under the terms of this lease in the proportions set out in the rental division order in Paragraph 15 below, regardless of surface and/or mineral ownership.

15. Lessor(s) authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to wit:

LESSOR	AMOUNT	DEPOSITORY
Markham Ray Trahan Jr. & Susan Arabie Trahan	$100.00	Mail to Lessor's Address 1533 Rustic Trail Allen, TX 75002

Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his, her or its interest.

16. In the event a portion or portions of the lands herein leased is pooled or unitized with other land as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event that the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term this lease is being maintained as to a part of the land by operations on or productions from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than **two (2)** years beyond the end of the primary term. Notwithstanding anything to the contrary contained in this lease, Lessee shall have the continuous right of ingress and egress over, across and through any roads on the leased premises so long as Lessee conducts operations on the lands subject hereto, or lands pooled therewith.

17. Notwithstanding anything contained herein to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by payment of Shut-In gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 16 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 16 shall be applicable.

18. Wherever the designation one-eighth (1/8) appears in paragraph seven (7) herein, the designation **one-fifth (1/5th)** shall be substituted therefore.

19. It is the understanding of the lessor that the lessee will maintain and repair all areas used by lessee, its contractor, sub-contractors, employees or representatives during the term of this lease.

20. Lessee shall insure against any and all liability including environmental clean-up. Lessee will also provide an annual certificate of insurance as proof that the insurance is kept in effect during the terms of the lease should the surface be utilized.

21. All wells drilled on the leased premises shall be plugged and abandoned in compliance with all state and federal regulations. Specifically, lessee shall provide lessor with written, notarized statement certifying that lessee has complied with the plugging and abandonment requirements of state wide Order 29B of State of Louisiana and shall furnish a copy of report to lessor within thirty (30) days.

Page 2 of 2 of Exhibit "A" attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **MARKHAM RAY TRAHAN, JR., ET UX,** as Lessor and **CINCO LAND & EXPLORATION, INC.,** as Lessee.

22. SUB-SURFACE SERVITUDE

a. In addition to the Oil, Gas and Mineral Lease granted, the party or parties who have signed this instrument [who is (are) referred to as "Lessor" in the foregoing Oil, Gas and Mineral Lease and is (are) now referred to as "Grantor" (whether one or more) for the purpose of granting this Sub-Surface Servitude], for and in consideration of monies received for the foregoing Oil, Gas and Mineral Lease, the receipt and sufficiency of which are hereby acknowledged, hereby grants **CINCO LAND & EXPLORATION, INC.**. [who is referred to as "Lessee" in the foregoing Oil, Gas and Mineral Lease and is now referred to as "Grantee" for the purpose of this Sub-Surface Servitude]; a Sub-Surface Right-of-Way, Servitude and Easement under and across the land leased in the foregoing Oil, Gas and Mineral Lease, for the purpose of drilling, operating, producing, reworking and maintaining a directional or sidetrack well or wells from a surface location situated off of said land or on said land, to such bottomhole location as Grantee may deem appropriate.

b. Notwithstanding anything herein contained to the contrary, this Sub-Surface Servitude shall for all purposes hereof, be considered as a separate and independent contract between Grantor and Grantee covering and affecting the property herein described.

c. Grantee will indemnify and hold Grantor harmless from any and all damages to Grantor's property caused by the use of this Sub-Surface Servitude and will protect and hold Grantor harmless against any and all claims or demands by third parties arising out of or resulting from Grantee's use of the Sub-Surface Servitude herein granted.

d. The rights granted in this Sub-Surface Servitude will remain in full force and effect for so long as Grantee may continue to use these rights, but in the event Grantee ceases to use the rights herein granted for **one consecutive year**, this Sub-Surface Servitude will terminate.

It is specifically understood by the parties hereto and it is their intention that the rights granted in the foregoing Oil, Gas and Mineral Lease and the rights granted in this Sub-Surface Servitude shall be several and that the Sub-Surface Servitude herein provided for shall survive the Oil, Gas and Mineral Lease, in the event said Oil, Gas and Mineral Lease should terminate.

e. In the event this Sub-Surface Servitude, or any interest herein, be conveyed, assigned or otherwise transferred, Grantor expressly releases Grantee from its obligations hereunder, to the extent of such interest so conveyed, assigned or otherwise transferred.

The consideration paid by Lessee/Grantee to Lessor/Grantor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

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FORM 42 CPMNEW SOUTH
LOUISIANA REVISED FOUR (4) POOLING
REVISED "A"

RECORDED AND FILED
2012 AUG 31 PM 12:20
RICHARD M. ARCENEAUX
CLERK OF COURT
JEFFERSON DAVIS PARISH

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of July 9, 2012 by and between CHRISTOPHER JOHN TRAHAN a single man of majority age, whose mailing address is 22 River Rd., Lake Charles, LA 70601

herein called "Lessor" (whether one or more) and **CINCO LAND & EXPLORATION, INC.**, whose mailing address is 8811 Gaylord Dr., Houston, Texas 77024, hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of one hundred dollars and other valuable considerations ($ 100.00 & OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, ~~sulphur and all other minerals~~, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land ~~or acreage pooled therewith~~), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

That certain tract or parcel of land containing 40.00 acres, more or less, situated in Section 17, Township 10 South, Range 2 West and Section 39, Township 10 South, Range 3 West, bounded now or formerly as follows: Northwest by Richard Hebert, Vicky Hebert and Dennis Hebert; Northeast by Noble Energy, Inc.; Southeast by U BOL M RA SUA created by Office of Conservation Order 101-G, effective on and after June 7, 1988 and/or other lands of Lessor not leased herein; and Southwest by other lands of Lessor not leased herein and/or a line extending from the west most point of the U BOL M RA SUA to the south most point of the Richard Hebert property located in Section 12, T10S-R3W.

See **Exhibit "A"** attached hereto and made a part hereof for additional terms & provisions.

This lease covers and includes all of Lessor' rights, title and interest in and to any servitudes, rights-of-way, roads, streets, alleys, highways, bayous, streams, coulees, lakes, ditches, etc. public or private, traversing or adjoining the lands described hereinabove, whether or not specifically described.

~~All land owned by the Lessor in the above mentioned Section or Sections or Surveys,~~ All property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise **40.00** acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on July 9, 2013 unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of three hundred and no/100 Dollars ($300.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods three hundred and no/100 dollars ($300.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the **SEE PARAGRAPH 15 OF EXHIBIT "A" ATTACHED HERETO** Bank of _____ which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of

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his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary term such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such

evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, If legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Printed Name: JEFF EDWARDS

CHRISTOPHER JOHN TRAHAN

Printed Name: Michelle Edwards

STATE OF LOUISIANA
PARISH OF Calcasieu

On this 10 day of August, 2012, before me personally appeared CHRISTOPHER JOHN TRAHAN, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed same as his free act and deed.

Notary Public
Notary ID # 064657

EXHIBIT "A"

Page 1 of 2 of Exhibit "A" Attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **CHRISTOPHER JOHN TRAHAN,** as Lessor and **CINCO LAND & EXPLORATION, INC.,** as Lessee.

14. Lessors authorize Lessee, his successors or assigns, to tender all bonus, rentals, royalties and any other payments accruing under the terms of this lease in the proportions set out in the rental division order in Paragraph 15 below, regardless of surface and/or mineral ownership.

15. Lessor(s) authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to wit:

LESSOR	AMOUNT	DEPOSITORY
Christopher John Trahan	$100.00	Mail to Lessor's Address 22 River Rd. Lake Charles, LA 70601

Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his, her or its interest.

16. In the event a portion or portions of the lands herein leased is pooled or unitized with other land as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event that the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term this lease is being maintained as to a part of the land by operations on or productions from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than **two (2)** years beyond the end of the primary term. Notwithstanding anything to the contrary contained in this lease, Lessee shall have the continuous right of ingress and egress over, across and through any roads on the leased premises so long as Lessee conducts operations on the lands subject hereto, or lands pooled therewith.

17. Notwithstanding anything contained herein to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by payment of Shut-In gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 16 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 16 shall be applicable.

18. Wherever the designation one-eighth (1/8) appears in paragraph seven (7) herein, the designation **one-fifth (1/5th)** shall be substituted therefore.

19. It is the understanding of the lessor that the lessee will maintain and repair all areas used by lessee, its contractor, sub-contractors, employees or representatives during the term of this lease.

20. Lessee shall insure against any and all liability including environmental clean-up. Lessee will also provide an annual certificate of insurance as proof that the insurance is kept in effect during the terms of the lease should the surface be utilized.

21. All wells drilled on the leased premises shall be plugged and abandoned in compliance with all state and federal regulations. Specifically, lessee shall provide lessor with written, notarized statement certifying that lessee has complied with the plugging and abandonment requirements of state wide Order 29B of State of Louisiana and shall furnish a copy of report to lessor within thirty (30) days.

Page 2 of 2 of Exhibit "A" attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **CHRISTOPHER JOHN TRAHAN,** as Lessor and **CINCO LAND & EXPLORATION, INC.,** as Lessee.

22. SUB-SURFACE SERVITUDE

a. In addition to the Oil, Gas and Mineral Lease granted, the party or parties who have signed this instrument [who is (are) referred to as "Lessor" in the foregoing Oil, Gas and Mineral Lease and is (are) now referred to as "Grantor" (whether one or more) for the purpose of granting this Sub-Surface Servitude], for and in consideration of monies received for the foregoing Oil, Gas and Mineral Lease, the receipt and sufficiency of which are hereby acknowledged, hereby grants **CINCO LAND & EXPLORATION, INC.**. [who is referred to as "Lessee" in the foregoing Oil, Gas and Mineral Lease and is now referred to as "Grantee" for the purpose of this Sub-Surface Servitude]; a Sub-Surface Right-of-Way, Servitude and Easement under and across the land leased in the foregoing Oil, Gas and Mineral Lease, for the purpose of drilling, operating, producing, reworking and maintaining a directional or sidetrack well or wells from a surface location situated off of said land or on said land, to such bottomhole location as Grantee may deem appropriate.

b. Notwithstanding anything herein contained to the contrary, this Sub-Surface Servitude shall for all purposes hereof, be considered as a separate and independent contract between Grantor and Grantee covering and affecting the property herein described.

c. Grantee will indemnify and hold Grantor harmless from any and all damages to Grantor's property caused by the use of this Sub-Surface Servitude and will protect and hold Grantor harmless against any and all claims or demands by third parties arising out of or resulting from Grantee's use of the Sub-Surface Servitude herein granted.

d. The rights granted in this Sub-Surface Servitude will remain in full force and effect for so long as Grantee may continue to use these rights, but in the event Grantee ceases to use the rights herein granted for **one consecutive year**, this Sub-Surface Servitude will terminate.

It is specifically understood by the parties hereto and it is their intention that the rights granted in the foregoing Oil, Gas and Mineral Lease and the rights granted in this Sub-Surface Servitude shall be several and that the Sub-Surface Servitude herein provided for shall survive the Oil, Gas and Mineral Lease, in the event said Oil, Gas and Mineral Lease should terminate.

e. In the event this Sub-Surface Servitude, or any interest herein, be conveyed, assigned or otherwise transferred, Grantor expressly releases Grantee from its obligations hereunder, to the extent of such interest so conveyed, assigned or otherwise transferred.

The consideration paid by Lessee/Grantee to Lessor/Grantor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

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FORM 42 CPMNEW SOUTH
LOUISIANA REVISED FOUR (4) POOLING
REVISED "A"

RECORDED AND FILED
2012 AUG 31 PM 12:20
MICHAEL P. ARCENEAUX
CLERK OF COURT
JEFFERSON DAVIS PARISH

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of July 9, 2012 by and between THE MARK W. BOUDREAUX AND GENEVIEVE G. BOUDREAUX FAMILY TRUST, represented herein by Trustee, Genevieve G. Boudreaux, whose mailing address is 2601 Petworth Court, Cincinnati, OH 45236,

herein called "Lessor" (whether one or more) and **CINCO LAND & EXPLORATION, INC.**, whose mailing address is 8811 Gaylord Dr., Houston, Texas 77024, hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of one hundred dollars and other valuable considerations ($ 100.00 & OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, ~~sulphur and all other minerals~~, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land ~~or acreage pooled therewith~~), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

That certain tract or parcel of land containing 40.00 acres, more or less, situated in Section 17, Township 10 South, Range 2 West and Section 39, Township 10 South, Range 3 West, bounded now or formerly as follows: Northwest by Richard Hebert, Vicky Hebert and Dennis Hebert; Northeast by Noble Energy, Inc.; Southeast by U BOL M RA SUA created by Office of Conservation Order 101-G, effective on and after June 7, 1988 and/or other lands of Lessor not leased herein; and Southwest by other lands of Lessor not leased herein and/or a line extending from the west most point of the U BOL M RA SUA to the south most point of the Richard Hebert property located in Section 12, T10S-R3W.

See **Exhibit "A"** attached hereto and made a part hereof for additional terms & provisions.

This lease covers and includes all of Lessor' rights, title and interest in and to any servitudes, rights-of-way, roads, streets, alleys, highways, bayous, streams, coulees, lakes, ditches, etc. public or private, traversing or adjoining the lands described hereinabove, whether or not specifically described.

~~All land owned by the Lessor in the above mentioned Section or Sections or Surveys,~~ All property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise **40.00** acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on July 9, 2013 unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of three hundred and no/100 Dollars ($300.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods three hundred and no/100 dollars ($300.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the **SEE PARAGRAPH 15 OF EXHIBIT "A" ATTACHED HERETO** Bank of _____ which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof,

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Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary term such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment

evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, If legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Janet Clark
Printed Name: Janet Clark

Anthony J. Gertz
Printed Name: Anthony J. Gertz

Genevieve G Boudreaux, Trustee
GENEVIEVE G. BOUDREAUX, TRUSTEE OF THE MARK W. BOUDREAUX AND GENEVIEVE G. BOUDREAUX FAMILY TRUST

STATE OF OHIO
COUNTY OF Hamilton

On this 30th day of July, 2012, before me personally appeared GENEVIEVE G. BOUDREAUX, TRUSTEE OF THE MARK W. BOUDREAUX AND GENEVIEVE G. BOUDREAUX FAMILY TRUST, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed same as her free act and deed.

NOTARY PUBLIC STATE OF OHIO
ANTHONY J. GERTZ, II
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C

Notary Public
MY COMMISSION EXPIRES: N/A

EXHIBIT "A"

Page 1 of 2 of Exhibit "A" Attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **THE MARK W. BOUDREAUX AND GENEVIEVE G. BOUDREAUX FAMILY TRUST**, represented herein by Trustee, Genevieve G. Boudreaux, as Lessor and **CINCO LAND & EXPLORATION, INC.**, as Lessee.

14. Lessors authorize Lessee, his successors or assigns, to tender all bonus, rentals, royalties and any other payments accruing under the terms of this lease in the proportions set out in the rental division order in Paragraph 15 below, regardless of surface and/or mineral ownership.

15. Lessor(s) authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to wit:

LESSOR	AMOUNT	DEPOSITORY
The Mark W. Boudreaux and Genevieve G. Boudreaux Family Trust	$750.00	Mail to Lessor's Address 2601 Petworth Court Cincinnati, OH 45236

Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his, her or its interest.

16. In the event a portion or portions of the lands herein leased is pooled or unitized with other land as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event that the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term this lease is being maintained as to a part of the land by operations on or productions from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than **two (2)** years beyond the end of the primary term. Notwithstanding anything to the contrary contained in this lease, Lessee shall have the continuous right of ingress and egress over, across and through any roads on the leased premises so long as Lessee conducts operations on the lands subject hereto, or lands pooled therewith.

17. Notwithstanding anything contained herein to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by payment of Shut-In gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 16 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 16 shall be applicable.

18. Wherever the designation one-eighth (1/8) appears in paragraph seven (7) herein, the designation **one-fifth (1/5th)** shall be substituted therefore.

19. It is the understanding of the lessor that the lessee will maintain and repair all areas used by lessee, its contractor, sub-contractors, employees or representatives during the term of this lease.

20. Lessee shall insure against any and all liability including environmental clean-up. Lessee will also provide an annual certificate of insurance as proof that the insurance is kept in effect during the terms of the lease should the surface be utilized.

21. All wells drilled on the leased premises shall be plugged and abandoned in compliance with all state and federal regulations. Specifically, lessee shall provide lessor with written, notarized statement certifying that lessee has complied with the plugging and abandonment requirements of state wide Order 29B of State of Louisiana and shall furnish a copy of report to lessor within thirty (30) days.

Page 2 of 2 of Exhibit "A" attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **THE MARK W. BOUDREAUX AND GENEVIEVE G. BOUDREAUX FAMILY TRUST,** represented herein by Trustee, Genevieve G. Boudreaux, as Lessor and **CINCO LAND & EXPLORATION, INC.,** as Lessee.

22. SUB-SURFACE SERVITUDE

a. In addition to the Oil, Gas and Mineral Lease granted, the party or parties who have signed this instrument [who is (are) referred to as "Lessor" in the foregoing Oil, Gas and Mineral Lease and is (are) now referred to as "Grantor" (whether one or more) for the purpose of granting this Sub-Surface Servitude], for and in consideration of monies received for the foregoing Oil, Gas and Mineral Lease, the receipt and sufficiency of which are hereby acknowledged, hereby grants **CINCO LAND & EXPLORATION, INC.**. [who is referred to as "Lessee" in the foregoing Oil, Gas and Mineral Lease and is now referred to as "Grantee" for the purpose of this Sub-Surface Servitude]; a Sub-Surface Right-of-Way, Servitude and Easement under and across the land leased in the foregoing Oil, Gas and Mineral Lease, for the purpose of drilling, operating, producing, reworking and maintaining a directional or sidetrack well or wells from a surface location situated off of said land or on said land, to such bottomhole location as Grantee may deem appropriate.

b. Notwithstanding anything herein contained to the contrary, this Sub-Surface Servitude shall for all purposes hereof, be considered as a separate and independent contract between Grantor and Grantee covering and affecting the property herein described.

c. Grantee will indemnify and hold Grantor harmless from any and all damages to Grantor's property caused by the use of this Sub-Surface Servitude and will protect and hold Grantor harmless against any and all claims or demands by third parties arising out of or resulting from Grantee's use of the Sub-Surface Servitude herein granted.

d. The rights granted in this Sub-Surface Servitude will remain in full force and effect for so long as Grantee may continue to use these rights, but in the event Grantee ceases to use the rights herein granted for **one consecutive year**, this Sub-Surface Servitude will terminate.

It is specifically understood by the parties hereto and it is their intention that the rights granted in the foregoing Oil, Gas and Mineral Lease and the rights granted in this Sub-Surface Servitude shall be several and that the Sub-Surface Servitude herein provided for shall survive the Oil, Gas and Mineral Lease, in the event said Oil, Gas and Mineral Lease should terminate.

e. In the event this Sub-Surface Servitude, or any interest herein, be conveyed, assigned or otherwise transferred, Grantor expressly releases Grantee from its obligations hereunder, to the extent of such interest so conveyed, assigned or otherwise transferred.

The consideration paid by Lessee/Grantee to Lessor/Grantor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

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FORM 42 CPMNEW SOUTH
LOUISIANA REVISED FOUR (4) POOLING
REVISED "A"

RECORDED AND FILED
2012 SEP 19 AM 11:27
CLERK OF COURT
JEFFERSON DAVIS PARISH

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, entered into effective as of July 9, 2012 by and between NANCY W. JOHNSON, ET AL (SEE EXHIBIT "A", ATTACHED HERETO FOR A COMPLETE LIST OF LESSORS)

herein called "Lessor" (whether one or more) and **CINCO LAND & EXPLORATION, INC.**, whose mailing address is 8811 Gaylord Dr., Houston, Texas 77024, hereinafter called "Lessee", witnesseth, that:

Lessor, in consideration of the sum of one hundred dollars and other valuable considerations ($ 100.00 & OVC), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, ~~sulphur and all other minerals~~, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals (either from said land ~~or acreage pooled therewith~~), and the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads and/or canals thereon for operations hereunder and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Jefferson Davis Parish, Louisiana, and described as follows, to-wit:

That certain tract or parcel of land containing 40.00 acres, more or less, situated in Section 17, Township 10 South, Range 2 West and Section 39, Township 10 South, Range 3 West, bounded now or formerly as follows: Northwest by Richard Hebert, Vicky Hebert and Dennis Hebert; Northeast by Noble Energy, Inc.; Southeast by U BOL M RA SUA created by Office of Conservation Order 101-G, effective on and after June 7, 1988 and/or other lands of Lessor not leased herein; and Southwest by other lands of Lessor not leased herein and/or a line extending from the west most point of the U BOL M RA SUA to the south most point of the Richard Hebert property located in Section 12, T10S-R3W.

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This lease covers and includes all of Lessor' rights, title and interest in and to any servitudes, rights-of-way, roads, streets, alleys, highways, bayous, streams, coulees, lakes, ditches, etc. public or private, traversing or adjoining the lands described hereinabove, whether or not specifically described.

~~All land owned by the Lessor In the above mentioned Section or Sections or Surveys,~~ All property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purpose of calculating the payments hereinafter provided for, the above described land is estimated to comprise **40.00** acres, whether it actually comprises more or less.

This lease shall be for a term of three (3) years and no (0) months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith, all as hereinafter provided for; all subject to the following conditions and agreements:

1. This lease shall terminate on July 9, 2013 unless on or before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith, in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of three hundred and no/100 Dollars ($300.00) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's right in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such respective periods three hundred and no/100 dollars ($300.00) per acre for all or that part of the land held hereunder. Payments may be made to Lessor or may be mailed or delivered for deposit to Lessor's credit in the **SEE PARAGRAPH 15 OF EXHIBIT "A" ATTACHED HERETO** Bank of _____ which Bank or its successors shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's right in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories.

2. Lessee at its option, is hereby given the right and power without any further approval from Lessor to pool or combine the acreage, royalty, or mineral interest covered by this lease, or any portion thereof, with other land, lease or leases, royalty and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals, irrespective of whether said orders are designed to promote conservation or to conserve materials or equipment for National Defense or similar purposes. Such pooling shall be of tracts which will form one contiguous body of land for each unit and the unit or units so created shall not exceed substantially forty (40) acres each, surrounding each oil well and substantially 160 acres each for each gas or gas-distillate well, unless a larger spacing pattern or larger drilling or producing units (including a field or pool unit) have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units may be of the size fixed by said order. Lessee shall execute and record in the Conveyance Records of the Parish in which the land herein leased is situated an instrument identifying and describing the pooled acreage; and upon such recordation, the unit or units shall thereby become effective. In lieu of the royalties elsewhere herein specified and subject to the provisions of Paragraph 10 hereof, Lessor shall receive from production from the unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein, bears to the total acreage so pooled in the particular unit involved. Drilling or reworking operations on or production of oil, gas, sulphur or other minerals from land included in such pooled unit shall

have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during the drilling or after the completion of the unit well; and separate units may be created for oil and for gas even though the areas thereof overlap. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any acreage or lease upon which there is or may be an adverse claim; and Lessee may also re-form any unit to conform with an order of a Regulatory Body issued after said unit was originally established. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall identify and describe the lands included in the unit as revised and shall be recorded in conveyance records of the Parish where the lands herein leased are situated.

3. Lessee may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or place of record a release or releases of any portion or portions of the lands and be relieved of all requirements hereof as to the land surrendered, and, if during the primary term, the rental shall not be reduced. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by the spacing or unit order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit; and if no spacing order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well and 160 acres surrounding each gas well then producing or being drilled or worked on, such forty acres or 160 acres to be in as near a square form as is practicable.

4. After beginning operations on the lands or on acreage pooled therewith (or with any part thereof) and prior to the discovery and production of minerals in paying quantities, Lessee may maintain the rights granted during and after the primary term by continuing such operations without the lapse of more than ninety (90) days between abandonment of work on one well and beginning operations for drilling another; and during the primary term such operations may be discontinued and the rights granted maintained by resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date bears to the twelve months' period; but, if said ninety (90) days should expire during any year for which rentals have been paid, no further rental shall be due until the next fixed rental paying date.

5. If, prior to or after the discovery of oil on the lands held hereunder, a well producing oil in paying quantities for thirty (30) consecutive days is brought in on adjacent lands not owned by the Lessor and not forming a pooled unit containing a portion of the lands described herein, and within 330 feet of any line of the land held hereunder, Lessee, in order to maintain the rights granted, shall thereafter begin and prosecute with reasonable diligence the drilling of a well in an effort to discover oil thereby and to protect the land held hereunder from drainage.

6. After the discovery and production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith, the rights granted shall be maintained in effect during and after the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas or some other mineral is being produced in paying quantities, or Lessee is carrying on operations with reasonable diligence looking to the production thereof. It is provided, however, that if, after the discovery and production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. Should Lessee by the drilling of any well located on the land or on property pooled therewith, discover gas or gaseous substances capable of production in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or Governmental restrictions, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the drilling of a non-producing well; and should such conditions occur or exist after the primary term Lessee's rights may be further extended by the commencement, resumption or continuance of such payments at the rate and in the manner herein fixed for rental payments during the primary term; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof the royalties to be paid by Lessee are: (a) On oil and other liquid hydrocarbons ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith) or in treating said oil to make it marketable; (b) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the market value of the gas sold or used by Lessee in operations not connected with the land leased or any pooled unit containing a portion of said land; (c) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value at the mouth of the well of casinghead gas used in manufacturing casinghead gasoline to be computed by methods recognized in the industry; (d) One Dollar ($1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) ~~one-eighth (1/8th)~~ **one-fifth (1/5th)** of the value of all other minerals mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received f. o. b. the leased property, less any severance or production tax imposed thereon.

Lessee shall have the right to inject gas, water, brine or other fluids into sub-surface strata, and no royalties shall be due on any gas produced by Lessee and injected into sub-surface strata through a well or wells located either on the land or on a unit comprising a portion of the land.

8. The Lessee shall be responsible for all damages caused by Lessee's operations.

9. All provisions hereof shall extend to and bind the successors and assigns (in whole or in part) of Lessor and Lessee; but no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor, whether resulting from sale, inheritance or otherwise, shall impose any additional burden on Lessee nor shall any change in ownership or in the status or capacity of Lessor impair the effectiveness of payments made to Lessor herein named unless the then record owner of said lease shall have been furnished, thirty (30) days before payment is due, with certified copy of recorded instrument or judgment evidencing such transfer, inheritance or sale or evidence of such change in status or capacity of Lessor. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of the assignment of this lease, either as to a segregated portion of the land or as to an undivided interest in the lease contract, delay rentals shall be apportioned among

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the several leasehold owners according to the surface area of the undivided interest of each, and default in payment by one shall affect the rights of others.

10. Lessor hereby warrants the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, If legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Printed Name: Mark S. Cunningham, JR.

Printed Name: Alyssa Muse

Printed Name: Mark S. Cunningham, JR

Printed Name: Alyssa Muse

Printed Name: Mark S. Cunningham, JR

Printed Name: Kim Comeaux

Printed Name: Mark S. Cunningham, JR

Printed Name: Alyssa Muse

NANCY W. JOHNSON

JAMES R. JOHNSON

CLAIRE C. ANGELLE

PATRICK W. JOHNSON

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

Printed Name: Mark S. Cunningham, Jr.

Printed Name: Kim Comeaux

PAUL O. JOHNSON

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STATE OF LOUISIANA
PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared **Mark S. Cunningham, Jr.**, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by **Nancy W. Johnson, James R. Johnson, Claire C. Angelle, Patrick W. Johnson and Paul O. Johnson,** (Lessors, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

Mark S. Cunningham, Jr.

SWORN TO AND SUBSCRIBED before me ~~July~~ September 10th, 2012.

Catherine D. LaBry
Notary Public in and for Lafayette Parish, La.
Notary ID # 014040

EXHIBIT "A"

Page 1 of 2 of Exhibit "A" Attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **NANCY W. JOHNSON, ET AL,** as Lessor and **CINCO LAND & EXPLORATION, INC.,** as Lessee.

LESSORS:
NANCY W. JOHNSON, widow of Richard Johnson, whose mailing address is 705 Dautel St., Welsh, LA 70591;

JAMES R. JOHNSON, a single man of majority age, whose mailing address is 11545 Highway 99, Welsh, LA 70591

CLAIRE C. ANGELLE, a single woman of majority age, whose mailing address is 1106 N. Cary, Jennings, LA 70546;

PATRICK W. JOHNSON, a single man of majority age, whose mailing address is 36183 Bluff Oaks Ave., Prairieville, LA 70769; and

PAUL O. JOHNSON, a single man of majority age, whose mailing address is P.O. Box 190, Welsh, LA 70591.

14. Lessors authorize Lessee, his successors or assigns, to tender all bonus, rentals, royalties and any other payments accruing under the terms of this lease in the proportions set out in the rental division order in Paragraph 15 below, regardless of surface and/or mineral ownership.

15. Lessor(s) authorize Lessee to pay or tender any rentals accruing under the terms of this lease to them or to their credit in the respective depositories set out below, or any successor depository which may be designated as herein provided, and in the following amounts, to wit:

LESSOR	AMOUNT	DEPOSITORY
Nancy W. Johnson	$300.00	Mail to Lessor's Address 705 Dautel Welsh, LA 70591
James R. Johnson	$0.00	Mail to Lessor's Address 11545 Highway 99 Welsh, LA 70591
Claire C. Angelle	$0.00	Mail to Lessor's Address 1106 N. Cary Jennings, LA 70546
Patrick W. Johnson	$0.00	Mail to Lessor's Address 36183 Bluff Oaks Ave. Prairieville, LA 70769
Paul O. Johnson	$0.00	Mail to Lessor's Address P.O. Box 190 Welsh, LA 70591

Each Lessor agrees that the timely payment or tender of rentals as set forth above will protect this lease and continue it in force and effect as to his, her or its interest.

Page 2 of 2 of Exhibit "A" attached to and made a part of that certain Oil, Gas and Mineral Lease dated July 9, 2012 by and between **NANCY W. JOHNSON, ET AL,** as Lessor and **CINCO LAND & EXPLORATION, INC.,** as Lessee.

16. In the event a portion or portions of the lands herein leased is pooled or unitized with other land as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. In the event that the date of commencement of drilling operations or production on a unit is less than thirty (30) days prior to the next ensuing rental paying date, Lessee shall be privileged to make such rental payment on or before thirty (30) days after such rental paying date and thereby maintain its rights hereunder. If at or after the end of the primary term this lease is being maintained as to a part of the land by operations on or productions from a pooled unit or units embracing lands covered hereby and other land and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production or any other means, Lessee shall have the right to maintain the lease as to such land by rental payments exactly as if it were during the primary term, provided that this lease may not be so maintained in force by rental payments more than **two (2)** years beyond the end of the primary term. Notwithstanding anything to the contrary contained in this lease, Lessee shall have the continuous right of ingress and egress over, across and through any roads on the leased premises so long as Lessee conducts operations on the lands subject hereto, or lands pooled therewith.

17. Notwithstanding anything contained herein to the contrary, it is understood and agreed that in the event Lessee elects to maintain this lease by payment of Shut-In gas rental as provided in Paragraph 6, then no rental payment shall be required under Paragraph 16 as long as Lessee is maintaining this lease by such payment of shut-in gas rental. When this lease ceases to be maintained by such payment of shut-in gas rental, the provisions of Paragraph 16 shall be applicable.

18. Wherever the designation one-eighth (1/8) appears in paragraph seven (7) herein, the designation **one-fifth (1/5th)** shall be substituted therefore.

19. It is the understanding of the lessor that the lessee will maintain and repair all areas used by lessee, its contractor, sub-contractors, employees or representatives during the term of this lease.

20. Lessee shall insure against any and all liability including environmental clean-up. Lessee will also provide an annual certificate of insurance as proof that the insurance is kept in effect during the terms of the lease should the surface be utilized.

21. All wells drilled on the leased premises shall be plugged and abandoned in compliance with all state and federal regulations. Specifically, lessee shall provide lessor with written, notarized statement certifying that lessee has complied with the plugging and abandonment requirements of state wide Order 29B of State of Louisiana and shall furnish a copy of report to lessor within thirty (30) days.

22. SUB-SURFACE SERVITUDE

a. In addition to the Oil, Gas and Mineral Lease granted, the party or parties who have signed this instrument [who is (are) referred to as "Lessor" in the foregoing Oil, Gas and Mineral Lease and is (are) now referred to as "Grantor" (whether one or more) for the purpose of granting this Sub-Surface Servitude], for and in consideration of monies received for the foregoing Oil, Gas and Mineral Lease, the receipt and sufficiency of which are hereby acknowledged, hereby grants **CINCO LAND & EXPLORATION, INC.**. [who is referred to as "Lessee" in the foregoing Oil, Gas and Mineral Lease and is now referred to as "Grantee" for the purpose of this Sub-Surface Servitude]; a Sub-Surface Right-of-Way, Servitude and Easement under and across the land leased in the foregoing Oil, Gas and Mineral Lease, for the purpose of drilling, operating, producing, reworking and maintaining a directional or sidetrack well or wells from a surface location situated off of said land or on said land, to such bottomhole location as Grantee may deem appropriate.

b. Notwithstanding anything herein contained to the contrary, this Sub-Surface Servitude shall for all purposes hereof, be considered as a separate and independent contract between Grantor and Grantee covering and affecting the property herein described.

c. Grantee will indemnify and hold Grantor harmless from any and all damages to Grantor's property caused by the use of this Sub-Surface Servitude and will protect and hold Grantor harmless against any and all claims or demands by third parties arising out of or resulting from Grantee's use of the Sub-Surface Servitude herein granted.

d. The rights granted in this Sub-Surface Servitude will remain in full force and effect for so long as Grantee may continue to use these rights, but in the event Grantee ceases to use the rights herein granted for **one consecutive year**, this Sub-Surface Servitude will terminate.

It is specifically understood by the parties hereto and it is their intention that the rights granted in the foregoing Oil, Gas and Mineral Lease and the rights granted in this Sub-Surface Servitude shall be several and that the Sub-Surface Servitude herein provided for shall survive the Oil, Gas and Mineral Lease, in the event said Oil, Gas and Mineral Lease should terminate.

e. In the event this Sub-Surface Servitude, or any interest herein, be conveyed, assigned or otherwise transferred, Grantor expressly releases Grantee from its obligations hereunder, to the extent of such interest so conveyed, assigned or otherwise transferred.

The consideration paid by Lessee/Grantee to Lessor/Grantor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

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ASSIGNMENT OF OIL, GAS, AND MINERAL LEASES

RECORDED AND FILED
2013 APR -5 PM 2:07
RICHARD M. ARCENEAUX
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, CINCO LAND & EXPLORATION, INC., whose mailing address is 8811 Gaylord Street, Houston, Texas 77024, is the owner and holder of certain Oil, Gas and Mineral Leases described on Exhibit "A", attached hereto and made a part hereof, which leases cover and affect lands situated in Jefferson Davis Parish, Louisiana.

NOW THEREFORE, for ONE HUNDRED DOLLARS AND OTHER VALUABLE CONSIDERATION ($100.00 & OVC), the receipt and adequacy of which are hereby acknowledged said CINCO LAND & EXPLORATION, INC., hereinafter called "ASSIGNOR", does hereby grant, bargain, sell, assign, transfer, convey, and deliver unto WALTER OIL & GAS CORPORATION, whose mailing address is 1100 Louisiana, Suite 200, Houston, Texas 77002 (hereinafter called "Assignee"), subject to the terms, provisions and conditions herein set out, all of Assignors right, title, and interest in and to said leases.

671171

This Assignment is expressly subject to the terms, provisions and conditions of said leases.

TO HAVE AND TO HOLD unto Assignee, its successors and assigns forever, in accordance with the terms and provisions of said leases and leasehold rights. Assignee agrees and obligates itself to assume and discharge all of the express and implied obligations and liabilities imposed upon the Lessee under the terms and provisions of the said leases affected hereby and agrees to hold Assignor harmless from its failure to do so. This Assignment is made and accepted without warranty of any kind, either expressed or implied, and without recourse except as against the claims of anyone holding by, through or under Assignor, but with full substitution and subrogation in and to all rights and actions in warranty held by Assignor.

The terms and conditions of this Assignment shall extend to and be binding upon the heirs, successors and assigns of the parties hereto and Assignee hereby agrees to protect and defend Assignor from and against all claims, demands and causes of action arising out of or in connection with the obligations and liabilities herein assumed by Assignee.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses on the dates on the notary acknowledgment but effective as of 1st day of September, 2012.

WITNESSES

Printed Name: Jenette Sears

Printed Name: Michael Gibson

ASSIGNOR:

CINCO LAND & EXPLORATION, INC.

RANDY H. NICHOLS
PRESIDENT

ASSIGNEE:

WALTER OIL & GAS CORPORATION

RON A. WILSON
VICE PRESIDENT

Printed Name: Vanessa V. Veltman

Printed Name: Jeanette C. Dunn

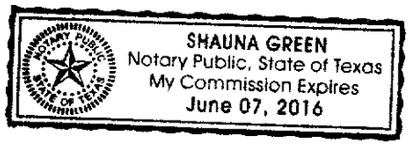
OL 568

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 4th day of February, 2013, before me appeared **RANDY H. NICHOLS**, to me personally known, who, being by me duly sworn, did say that he is the **PRESIDENT** of **CINCO LAND & EXPLORATION, INC.** and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said **RANDY H. NICHOLS** acknowledged said instrument to be the free act and deed of said corporation.

Shauna Green
NOTARY PUBLIC

Notary Public's Stamp:

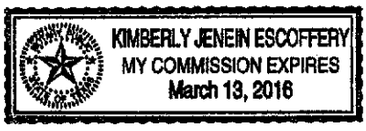


STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 18th day of February 2013, before me, the undersigned Notary Public duly commissioned and qualified in and for the State of Texas, personally appeared **Ron A. Wilson**, to me personally known, who, being by me duly sworn, did say that he is a **Vice President** of **Walter Oil & Gas Corporation**, a Texas corporation, and that the foregoing instrument was signed on behalf of said Corporation by authority of its Board of Directors and the said **Ron A. Wilson** acknowledged said instrument to be the free act and deed of said Corporation.

Kimberly Jenein Escoffery
NOTARY PUBLIC

Notary Public's Stamp:



MINUTES OF THE MEETING OF
THE BOARD OF DIRECTORS OF
CINCO LAND & EXPLORATION, INC.
HELD AT ITS OFFICE ON
February 1, 2013

At a special meeting of the Board of Directors of CINCO LAND & EXPLORATION, INC., held at its office in Houston, Texas on February 1, 2013, all Directors being present, the following resolution was unanimously adopted:

> BE IT RESOLVED that Randy H. Nichols, President of this corporation be and he is hereby authorized and empowered on behalf of this corporation to execute and deliver an Assignment of Oil, Gas and Mineral Leases in favor of WALTER OIL & GAS CORPORATION, relative to the Oil, Gas and Mineral Leases more particularly described on Exhibit "A" attached hereto and made a part hereof.

There being no further business, this meeting was adjourned.

CERTIFICATE

I do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a meeting of the BOARD OF DIRECTORS of CINCO LAND & EXPLORATION, INC. held on February 1, 2013, and that said Resolution is still in full force and effect.

Houston, Texas this 4th day of February, 2013.

Randy H. Nichols

EXHIBIT "A "

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases

OL 570

NO.	LESSOR	LESSEE	LEASE DATE	RECORDING INFORMATION BOOK / PAGE / ENTRY #
1	Richard Joseph Hebert, et al	Cinco Land & Exploration, Inc.	4/27/2012	COB 1071 / Page 300 / #665238
2	Richard Joseph Hebert, et al	Cinco Land & Exploration, Inc.	4/27/2012	COB 1071 / Page 307 / #665239
3	Richard Joseph Hebert, et al	Cinco Land & Exploration, Inc.	4/27/2012	COB 1071 / Page 314 / #665240
4	Richard Joseph Hebert, et al	Cinco Land & Exploration, Inc.	4/27/2012	COB 1071 / Page 321 / #665241
5	Jeanetta Beroid Breaux, et al	Cinco Land & Exploration, Inc.	4/19/2012	COB 1076 / Page 32 / #667114
6	Vicki Diane Roach	Cinco Land & Exploration, Inc.	4/25/2012	COB 1071 / Page 328 / #665242
7	Jared Breaux, et al	Cinco Land & Exploration, Inc.	5/31/2012	COB 1076 / Page 39 / #667115
8	Sylvia Breaux	Cinco Land & Exploration, Inc.	5/31/2012	COB 1076 / Page 46 / #667116
9	April Denise Beriod	Cinco Land & Exploration, Inc.	7/9/2012	COB 1077 / Page 511 / #667905
10	Gloria M. Broussard, et al	Cinco Land & Exploration, Inc.	4/5/2012	COB 1076 / Page 51 / #667117
11	The Fred B. and Ruth B. Zigler Foundation	Cinco Land & Exploration, Inc.	5/8/2012	COB 1071 / Page 332 / #665243
12	Carol W. Breaux, Sr., et ux	Cinco Land & Exploration, Inc.	4/30/2012	COB 1071 / Page 341 / #665244
13	Nadine Baker	Cinco Land & Exploration, Inc.	5/11/2012	COB 1071 / Page 345 / #665245
14	Levy Johnson, Jr., et al	Cinco Land & Exploration, Inc.	6/20/2012	COB 1076 / Page 59 / #667118
15	Leon Broussard	Cinco Land & Exploration, Inc.	4/7/2012	COB 1071 / Page 349 / #665246
16	Donna Gilliam	Cinco Land & Exploration, Inc.	4/10/2012	COB 1071 / Page 353 / #665247
17	Alfred C. Bourdier, et al	Cinco Land & Exploration, Inc.	7/9/2012	COB 1076 / Page 69 / #667119
18	Robin Ray Huff, et al	Cinco Land & Exploration, Inc.	7/9/2012	COB 1076 / Page 75 / #667120
19	Patrick H. Johnson	Cinco Land & Exploration, Inc.	7/9/2012	COB 1076 / Page 81 / #667121
20	Yvette B. Mathis	Cinco Land & Exploration, Inc.	7/9/2012	COB 1076 / Page 87 / #667122
21	Bernadine B. Zibilich	Cinco Land & Exploration, Inc.	7/9/2012	COB 1076 / Page 93 / #667123
22	Rose Marie B. Petitjean	Cinco Land & Exploration, Inc.	7/9/2012	COB 1076 / Page 99 / #667124
23	David L. Bourdier	Cinco Land & Exploration, Inc.	7/9/2012	COB 1076 / Page 105 / #667125
24	Nancy W. Johnson, et al	Cinco Land & Exploration, Inc.	7/9/2012	COB 1076 / Page 604 / #667414
25	Deborah L. Johnson	Cinco Land & Exploration, Inc.	7/9/2012	COB 1076 / Page 883 / #667588
26	RNBC, LLC	Cinco Land & Exploration, Inc.	7/9/2012	COB 1076 / Page 111 / #667126

EXHIBIT "A "

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases

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NO.	LESSOR	LESSEE	LEASE DATE	RECORDING INFORMATION BOOK / PAGE / ENTRY #
27	NKBG Properties, LLC	Cinco Land & Exploration, Inc.	7/9/2012	COB 1076 / Page 116 / #667127
28	Albert Sidney Johnson III	Cinco Land & Exploration, Inc.	7/9/2012	COB 1076 / Page 121 / #667128
29	Markham Ray Trahan, Jr., et ux	Cinco Land & Exploration, Inc.	7/9/2012	COB 1076 / Page 127 / #667129
30	Christopher John Trahan	Cinco Land & Exploration, Inc.	7/9/2012	COB 1076 / Page 133 / #667130
31	The Mark W. Boudreaux and Genevieve G. Boudreaux Family Trust	Cinco Land & Exploration, Inc.	7/9/2012	COB 1076 / Page 139 / #667131
32	W Boudreaux Farms, LLC	Cinco Land & Exploration, Inc.	7/9/2012	COB 1076 / Page 144 / #667132
33	Nezpique Farms, L.L.C.	Cinco Land & Exploration, Inc.	9/1/2012	COB 1077 / Page 360 / #667837

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RECORDED AND FILED
2013 JUN -5 AM 10:57
RICHARD M. ARCENEAUX
CLERK OF COURT
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA §
§
PARISH OF JEFFERSON DAVIS §

PARTIAL ASSIGNMENT OF
OIL, GAS AND MINERAL LEASES

Reference is hereby made for all purposes (particularly for a precise description of the lands covered and affected thereby) to those certain Oil, Gas and Mineral Leases, set forth on the schedule attached hereto as Exhibit "A" (hereinafter referred to simply as "**Said Leases**").

WHEREAS, Walter Oil & Gas Corporation (hereinafter referred to as "**Assignor**"), is the owner of Said Leases;

WHEREAS, Assignor now desires to convey and assign an undivided 25% (or 0.25) of Assignor's interest in Said Leases to the hereinafter designated Assignees in the proportions set forth below, subject, however, to a certain overriding royalty interest in and to Said Leases referenced below;

NOW, THEREFORE, in consideration of the sum of One Hundred and No/100 ($100.00) Dollars, cash in hand paid, and of other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor, represented herein by Ron A Wilson, its Vice President, whose mailing address is 1100 Louisiana, Suite 200, Houston, Texas 77002-5299, does hereby convey, assign, transfer, sell, set-over and deliver unto CEL Properties, LLC ("**CEL**"), represented herein by Darren T. Groce, its duly authorized Interim President, whose mailing address is 222 East Tyler Street, P.O. Box 2146, Longview, Texas, 75606, an undivided 18.75% (or 0.1875) of all Assignor's right, title, and interest in and to Said Leases; and Assignor does hereby convey, assign, transfer, sell, set-over and deliver unto and to RLI Properties, LLC ("**RLI**"), represented herein by Darren T. Groce, its duly authorized Interim President, whose mailing address is 222 East Tyler Street, P.O. Box 2146, Longview, Texas, 75606, an undivided 6.25% (or 0.0625) of all Assignor's right, title and interest in and to Said Leases, with CEL and RLI, being hereinafter collectively referenced at times as "**Assignees**," and with Said Leases to be hereafter owned as follows:

672413

Owner	Working Interest
Walter Oil & Gas Corporation	75.00%
CEL Properties, LLC	18.75%
RLI Properties, LLC	6.25%
Total:	100.00%

TO HAVE AND TO HOLD this 25.00% (or 0.25) interest in Said Leases, with all rights thereunder and incident thereto, unto Assignees in the above proportions, and unto their successors and assigns, forever, subject to the following terms and provisions:

(A) This Partial Assignment shall expressly include and extend to any oil and gas leasehold interests acquired by Assignor within the lands and premises covered and affected by Said Leases after the Effective Date as defined below;

(B) This Partial Assignment is expressly made subject to the following:

(1) That certain Participation Agreement dated effective December 1, 2011, among Assignor and Assignees whereby, among other matters, Assignees reserved an after payout working interest of twenty-five (25%) percent of the before payout working interest of Assignor in Said Leases to become effective upon Prospect Payout (as defined in said Participation Agreement);

That certain unrecorded Agreement dated April 11, 2005, among Assignees and Dalton J. Bergeron, *et. al.*, and the First, Second, and Third Amendments thereto and that certain overriding royalty interest due thereunder which Assignor and Assignees shall convey to Dalton J. Bergeron effective September 1, 2012, with such reserved overriding royalty interest to be out of all of the oil, gas and other minerals produced and saved by Assignor and Assignees, their successors and assigns.

(C) Assignor warrants title to the Assigned Interests against every person lawfully claiming or to claim the same by, through or under Assignor, but not otherwise. Notwithstanding the above limitation of warranties, this Assignment is made with full rights of substitution and subrogation of Assignees in and to all rights and actions of warranty against previous owners, assignors and grantors.

(D) The provisions of this Partial Assignment shall be binding upon, and shall inure to the benefit of, the successors and assigns of Assignor and Assignees. The terms, covenants, and conditions hereof shall be binding upon, and shall inure to the benefit of, Assignor and Assignees and their respective successors and assigns, and such terms, covenants, and conditions shall be covenants running with the Leases and with each transfer or assignment of the Leases or any portion thereof.

(E) Assignor and Assignees shall take such further actions and execute such further documents that are reasonable and necessary to carry out the purposes of this Assignment and the

intent of Assignor and Assignees evidenced herein.

IN WITNESS WHEREOF, this Partial Assignment of Oil, Gas and Mineral Leases is executed on this 24th day of May, 2013, in the presence of the undersigned competent witnesses, but shall be effective for all purposes as of September 1, 2012 ("**Effective Date**").

WITNESSES:

Lauren Hagerty

Printed Name: Lauren Hagerty

Kim J. Escotteny

Printed Name: Kim J. Escotteny

WALTER OIL & GAS CORPORATION

By: _____
Ron A. Wilson, Vice President

WITNESSES:

Holly Trest

Printed Name: Holly Trest

Jodie Lacy

Printed Name: Jodie Lacy

CEL PROPERTIES, LLC

By: _____
Darren T. Groce
Interim President

WITNESSES:

Holly Trest

Printed Name: Holly Trest

Jodie Lacy

Printed Name: Jodie Lacy

RLI PROPERTIES, LLC

By: _____
Darren T. Groce
Interim President

018

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, in and for said County and State, personally came and appeared Ron A. Wilson, to me known, who being by me duly sworn, did say that he is the Vice President of Walter Oil & Gas Corporation, a Texas corporation, and that as such duly authorized officer and by authority of said corporation, he signed and executed the foregoing instrument for and on behalf of said corporation and for the objects and purposes therein set forth and in the presence of the witnesses whose names are thereunto subscribed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24th day of May, 2013.

JEANETTE C. DUNN
MY COMMISSION EXPIRES
June 11, 2014

Jeanette C. Dunn
Notary Public – State of Texas

Printed Name: Jeanette C. Dunn

Notary Identification No. _____

My Commission Expires: 6-11-14

STATE OF TEXAS §
COUNTY OF GREGG §

BEFORE ME, the undersigned authority, in and for said County and State, personally came and appeared Darren T. Groce, to me known, who being by me duly sworn, did say that he is the Interim President of CEL Properties, LLC, and of RLI Properties, LLC, that as such duly authorized officer and by authority of said limited liability companies, he signed and executed the foregoing instrument for and on behalf of said limited liability companies and for the objects and purposes therein set forth and in the presence of the witnesses whose names are thereunto subscribed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 20th day of May, 2013.

Kristi Latham
Commission Expires
07-21-2016

Kristi Latham
Notary Public – State of Texas

Printed Name: Kristi Latham

Notary Identification No. _____

My Commission Expires: 7/21/16

EXHIBIT A
ATTACHED TO AND MADE A PART OF THAT CERTAIN
PARTIAL ASSIGNMENT OF OIL, GAS AND MINERAL LEASES
FROM WALTER OIL GAS CORPORATION
TO CEL PROPERTIES, LLC AND RLI PROPERTIES, LLC
DATED EFFECTIVE SEPTEMBER 1, 2012

LEASE	LESSOR NAME	LESSEE NAME	LEASE DATE	GROSS ACRES	BOOK	PAGE	ENTRY	LEASE DESCRIPTION JEFFERSON DAVIS PARISH, LOUISIANA
LA177-002	RICHARD JOSEPH HEBERT ET AL	CINCO LAND & EXPLORATION, INC	4/27/2012	100.4600	1071	300	665238	SECTION 12, T10S-R3W
LA177-003	RICHARD JOSEPH HEBERT ET AL	CINCO LAND & EXPLORATION, INC	4/27/2012	19.1940	1071	307	665239	SECTION 12, T10S-R3W
LA177-004	RICHARD JOSEPH HEBERT ET AL	CINCO LAND & EXPLORATION, INC	4/27/2012	3.2200	1071	314	665240	SECTION 12, T10S-R3W
LA177-005	RICHARD JOSEPH HEBERT ET AL	CINCO LAND & EXPLORATION, INC	4/27/2012	3.3080	1071	321	665241	SECTION 12, T10S-R3W
LA177-006	VICKI DIANE ROACH	CINCO LAND & EXPLORATION, INC	4/25/2012	0.1900	1071	328	665242	SECTION 14, T10S-R2W, LOT 9, BLOCK 13
LA177-007	CAROL W BREAUX SR ET UX	CINCO LAND & EXPLORATION, INC	4/30/2012	0.1200	1071	341	665244	SECTION 14, T10S-R2W, LOT 4, BLOCK 14
LA177-008	NADINE BARKER	CINCO LAND & EXPLORATION, INC	5/11/2012	0.1377	1071	345	665245	SECTION 14, T10S-R2W, LOT 5, BLOCK 19
LA177-009	LEON BROUSSARD	CINCO LAND & EXPLORATION, INC	4/7/2012	0.1377	1071	349	665246	SECTION 14, T10S-R2W, LOT 5, BLOCK 18
LA177-010	DONNA GILLIAM	CINCO LAND & EXPLORATION, INC	4/10/2012	0.1377	1071	353	665247	SECTION 14, T10S-R2W, LOT 6, BLOCK 18
LA177-011	ZIGLER FOUNDATION	CINCO LAND & EXPLORATION, INC	5/8/2012	117.0790	1071	332	665243	SECTION 14, T10S-R2W
LA177012.001	ALFRED C BOURDIER	CINCO LAND & EXPLORATION, INC	7/9/2012	40.0000	1076	69	667119	SECTION 17, T10S-R2W; SECTION 39, T10S-R3W
LA177012.002	ROBIN RAY HUFF ET AL	CINCO LAND & EXPLORATION, INC	7/9/2012	40.0000	1076	75	667120	SECTION 17, T10S-R2W; SECTION 39, T10S-R3W
LA177012.003	DAVID L BOURDIER	CINCO LAND & EXPLORATION, INC	7/9/2012	40.0000	1076	105	667125	SECTION 17, T10S-R2W; SECTION 39, T10S-R3W
LA177012.004	ROSE MARIE B PETITJEAN	CINCO LAND & EXPLORATION, INC	7/9/2012	40.0000	1076	99	667124	SECTION 17, T10S-R2W; SECTION 39, T10S-R3W
LA177012.005	BERNADINE B ZIBILICH	CINCO LAND & EXPLORATION, INC	7/9/2012	40.0000	1076	93	667123	SECTION 17, T10S-R2W; SECTION 39, T10S-R3W
LA177012.006	PATRICK H JOHNSON	CINCO LAND & EXPLORATION, INC	7/9/2012	40.0000	1076	81	667121	SECTION 17, T10S-R2W; SECTION 39, T10S-R3W
LA177012.007	YVETTE B MATHIS	CINCO LAND & EXPLORATION, INC	7/9/2012	40.0000	1076	87	667122	SECTION 17, T10S-R2W; SECTION 39, T10S-R3W
LA177012.008	RNBC, LLC	CINCO LAND & EXPLORATION, INC	7/9/2012	40.0000	1076	111	667126	SECTION 17, T10S-R2W; SECTION 39, T10S-R3W

Castex Development - Title and Lease History - 002128
Exhibit D

EXHIBIT A
ATTACHED TO AND MADE A PART OF THAT CERTAIN
PARTIAL ASSIGNMENT OF OIL, GAS AND MINERAL LEASES
FROM WALTER OIL GAS CORPORATION
TO CEL PROPERTIES, LLC AND RLI PROPERTIES, LLC
DATED EFFECTIVE SEPTEMBER 1, 2012

LEASE	LESSOR NAME	LESSEE NAME	LEASE DATE	GROSS ACRES	BOOK	PAGE	ENTRY	LEASE DESCRIPTION JEFFERSON DAVIS PARISH, LOUISIANA
LA177012.009	NKBG PROPERTIES, LLC	CINCO LAND & EXPLORATION, INC	7/9/2012	40.0000	1076	116	667127	SECTION 17, T10S-R2W; SECTION 39, T10S-R3W
LA177012.010	ALBERT SIDNEY JOHNSON, III	CINCO LAND & EXPLORATION, INC	7/9/2012	40.0000	1076	121	667128	SECTION 17, T10S-R2W; SECTION 39, T10S-R3W
LA177012.011	MARKHAM RAY TRAHAN, JR ET UX	CINCO LAND & EXPLORATION, INC	7/9/2012	40.0000	1076	127	667129	SECTION 17, T10S-R2W; SECTION 39, T10S-R3W
LA177012.012	CHRISTOPHER JOHN TRAHAN	CINCO LAND & EXPLORATION, INC	7/9/2012	40.0000	1076	133	667130	SECTION 17, T10S-R2W; SECTION 39, T10S-R3W
LA177012.013	THE MARK W BOUDREAUX TRUST	CINCO LAND & EXPLORATION, INC	7/9/2012	40.0000	1076	139	667131	SECTION 17, T10S-R2W; SECTION 39, T10S-R3W
LA177012.014	W BOUDREAUX FARMS, LLC	CINCO LAND & EXPLORATION, INC	7/9/2012	40.0000	1076	144	667132	SECTION 17, T10S-R2W; SECTION 39, T10S-R3W
LA177012.015	NANCY W JOHNSON ET AL	CINCO LAND & EXPLORATION, INC	7/9/2012	40.0000	1076	604	667414	SECTION 17, T10S-R2W; SECTION 39, T10S-R3W
LA177012.016	DEBORAH L JOHNSON	CINCO LAND & EXPLORATION, INC	7/9/2012	40.0000	1076	883	667588	SECTION 17, T10S-R2W; SECTION 39, T10S-R3W
LA177013.001	GLORIA M BROUSSARD ET AL	CINCO LAND & EXPLORATION, INC	4/7/2012	0.2755	1076	51	667117	SECTION 14, T10S-R2W, LOT 13 & 14, BLOCK 13
LA177014.001	ASHLEY BREAUX ET AL	CINCO LAND & EXPLORATION, INC	5/31/2012	0.4600	1076	39	667115	SECTION 14, T10S-R2W, LOT 10, 11, 12 & 13
LA177014.002	SYLVIA BREAUX	CINCO LAND & EXPLORATION, INC	5/31/2012	0.4600	1076	46	667116	SECTION 14, T10S-R2W, LOT 10, 11, 12 & 13
LA177014.003	APRIL DENISE BEROID	CINCO LAND & EXPLORATION, INC	7/9/2012	0.4600	1077	511	667905	SECTION 14, T10S-R2W, LOT 10, 11, 12 & 13
LA177015.001	JEANETTA BERIOD BREAUX, ET AL	CINCO LAND & EXPLORATION, INC	4/19/2012	0.2000	1076	32	667114	SECTION 14, T10S-R2W, LOT 6, BLOCK 13
LA177016.001	LEVY JOHNSON, JR., ET AL	CINCO LAND & EXPLORATION, INC	6/20/2012	0.1377	1076	59	667118	SECTION 14, T10S-R2W, LOT 16, BLOCK 19
LA177017.001	NEZPIQUE FARMS, LLC	CINCO LAND & EXPLORATION, INC	9/1/2012	7.7000	1077	360	667837	SECTION 12, T10S-R2W; SECTION 40, T10S-R3W

020

673795

RECORDED AND FILED
2013 AUG -9 AM 11:43
RICHARD M. ARCENEAUX
CLERK OF COURT
JEFFERSON DAVIS PARISH

PAID-UP OIL AND GAS LEASE

BE IT KNOWN that in the presence of the undersigned competent witnesses on the dates indicated, and before the undersigned Notaries Public duly commissioned and qualified as set forth in their respective jurats, personally came and appeared:

> **LOUISIANA BAPTIST CHILDREN'S HOME AND FAMILY MINISTRIES** (EIN 0696), a nonprofit corporation organized under the laws of the State of Louisiana, whose name was formerly "Louisiana Baptist Children's Home" and which name was changed on March 1, 2008, by Restated Articles of Incorporation filed with Louisiana Secretary of state, domiciled at and whose mailing address is Post Office Box 4196, Monroe, Louisiana, 71201, appearing herein by and through Dr. A. Perry Hancock, its President and Chief Executive Officer, duly authorized to act and appear herein by resolution of the Board of Trustees of said corporation passed on July 25, 2003, a certified copy of which is attached hereto,

hereinafter referred to as "Lessor"; and,

> **WALTER OIL & GAS CORPORATION.**, a Texas corporation whose permanent mailing address is 1100 Louisiana, Suite 200, Houston, Texas 77002, appearing herein by and through its undersigned, duly authorized representative,

hereinafter referred to as "Lessee", have agreed as follows:

W I T N E S S E T H

ARTICLE 1

LEASE OF PROPERTY

§1.1 **Lease of Property.** Lessor, in consideration of a bonus of Three Hundred Fifty and No/100 ($350.00) Dollars per acre, the royalties herein provided, of the agreements of Lessee herein contained, and other good and valuable consideration, hereby grants, leases and lets exclusively unto Lessee the land to which this Lease applies as hereinafter described for the purposes of investigating, exploring, prospecting, drilling and mining for and producing only oil, gas and other liquid or gaseous hydrocarbons from said land, including the right to use the surface of said land for all purposes incidental thereto and to the possession, storage and transportation of said oil and gas with the full right of ingress and egress to and from said lands at all times for any of such purposes, including the right to construct, maintain and use roads, pipelines and/or canals thereon for operations hereunder, and the right to remove from the said land any property placed by the Lessee thereon, and to draw and remove casing from wells drilled by said Lessee on said land. The land to which this Lease applies is situated in Jefferson Davis Parish, Louisiana, and is described as follows, to-wit:

673795

The land described on attached Exhibit "A".

(said tracts hereinafter sometimes referred to as "Leased Premises"). For all purposes of this Lease, Leased Premises shall be treated as comprising 40 forty (40) acres, whether there be more or less.

§1.2 **Limitations**. This Lease only covers the oil, gas and other liquid or gaseous hydrocarbons lying and being between the surface of the earth and the stratigraphic equivalent of a point one hundred feet (100') below the deepest point drilled to in any well located on or in any well located on a tract with which a portion of the Leased Premises is unitized, in accordance with §4.4.

ARTICLE 2

TERM

§2.1 **Term**. Subject to the other provisions herein contained, this Lease shall be for a term of one (1) year from the effective date of this instrument (called "primary term") and (except as provided in Article 4 hereof) as long thereafter as oil and gas is produced in paying quantities from said land.

ARTICLE 3

ROYALTIES

§3.1 **Royalties Payable**. The royalties to be paid by Lessee are as set forth as follows.

§3.1.1 **Oil and Other Hydrocarbons**. The royalties to be paid by Lessee on oil and other hydrocarbons which are produced at the well in liquid form by ordinary production methods, shall be 22.50% of that produced and saved from said land, same to be delivered at the well in tanks provided by Lessor, or to the credit of the Lessor into the pipeline to which wells may be connected; Lessee may from time to time purchase any royalty oil or other liquid hydrocarbons in its possession, paying the market price thereof prevailing for the field where produced on the date of purchase.

§3.1.2 **Gas**. The royalties to be paid by Lessee on gas, including casinghead gas and other vaporous or gaseous substances produced from the said land, shall be as follows:

§3.1.2.1 **Used by Lessee**. In case Lessee shall itself uses gas in the manufacture of gasoline or other petroleum products therefrom, 22.50% of the sale price at the plant of the gasoline or other petroleum products manufactured or extracted therefrom and which are saved and marketed, after deducting a fair and reasonable cost for extracting or manufacturing said gasoline or other substance, and 22.50% of the market value of residue gas sold or used by Lessee in operations not connected with the land herein leased. No deduction from extraction costs shall be made for liquid hydrocarbons recovered by use of drip, separator or similar apparatus on the flow line of wells and except as to gas being used for re-pressuring or recycling purposes, upon written request by Lessor, Lessee shall, prior to the sale or use of gas from such wells, install and use such apparatus on any well or wells capable of producing liquid hydrocarbons in paying quantities.

§3.1.2.2 **Sales at the Well**. In the event Lessee shall sell gas at the wells, 22.50% of the amount received from such sales.

§3.1.2.3 **Other.** In all other cases when sold or used off the premises, the price received at the well for 22.50% of the gas sold or 22.50% of the market value of gas used.

§3.1.2.4 **Shut-In Payments.** Should Lessee, by the drilling of any well located on the Leased Premises, discover gas or gaseous substance capable of producing in paying quantities but which Lessee is unable to produce (or which although previously produced, Lessee is unable to continue to produce) because of lack of market or marketing facilities or governmental restrictions, and if the Lease is not being otherwise maintained in force, then Lessee's rights may be maintained only as to such acreage as actual production from such well would maintain it in force by paying or tendering as royalty to Lessor at the address stated above (hereinafter sometimes called "shut-in well payments") as may become payable hereunder, on or before such anniversary date of said Lease (commencing with the first anniversary date following the shutting-in of the well), the sum of Ten and No/100 ($10.00) Dollars per mineral acre of the Leased Premises as to which the Lease may be so maintained, provided, however, that in no event shall Lessee's rights be extended by such payment at any time within the primary term or thereafter for more than two (2) consecutive years.

§3.2 **Unavoidable Waste.** Such gas, casinghead gas, residue gas, or gas of any other nature or description whatsoever, as may be disposed of for no consideration to Lessee, through unavoidable waste or leakage, or in order to recover oil and other liquid hydrocarbons, or returned to the reservoir from which produced, shall not be deemed to have been sold or used off the premises, within the meaning, expressed or implied, of any part of this Lease.

§3.3 **Severance Taxes.** All severance taxes shall be paid by Lessee but shall be borne by the parties hereto in the proportion in which they participate in the gross production on which such tax is imposed.

§3.4 **Production Costs.** The royalty interest provided for in this lease shall not be charged, and shall not bear any costs whatsoever in connection with the production, gathering and transportation costs, except charges incurred by Lessee from unaffiliated third parties in which Lessee does not have a beneficial interest, but shall bear its proportionate part of all production taxes which are now or which hereafter become effective.

ARTICLE 4

EFFECT OF DRILLING

§4.1 **Drilling During Last 90 Days.** If Lessee is engaged in the actual drilling completion, rework or other operations in an attempt to obtain or restore production ("Continuing Operations") (either on the Leased Premises or on acreage pooled with any part of Leased Premises) at any time during the last 90 days of the primary term, this Lease shall remain in full force and effect as to all lands described herein (except such as Lessee shall have previously released) for a period of 90 days after the completion thereon by Lessee of all such Continuing Operations in which Lessee was at said time engaged and for so long thereafter as Lessee continues to develop Leased Premises by such Continuing Operations thereon or on land pooled therewith without the lapse of more than 90 days between such Continuing Operations.

§4.2 **Lapse for 90 Days Between Drilling.** In the event that more than 90 days should elapse without there occurring Continuing Operations on Leased Premises, as provided for in §4.1 above, this Lease shall terminate and Lessee by recordable written instrument delivered to Lessor within ten (10) days after such termination date shall release herefrom all acreage comprising Leased Premises except (i) such portions as are at that time included in some

unit applicable to Leased Premises established by the Commissioner of Conservation of the State of Louisiana on which unit there is then located a well producing or capable or producing oil or gas in paying quantities and (ii) as regards any portions outside of any unit established by Commissioner of Conservation of the State of Louisiana, such portions of the land covered hereby as are located in the governmental quarter of a quarter section whereon a well or wells located on Leased Premises are producing or capable of producing oil in paying quantities, and the governmental section whereon a well or wells located on Leased Premises are producing or capable of producing gas in paying quantities.

§4.3 **Acreage Retained.** As regards the acreage not required by the provisions of §4.2 to be released, each well will serve to maintain this Lease in force only as to the acreage allocated to such well and only so long as such production or capability of production continues unless Lessee resumes or restores such production or commences additional Continuing Operations on such allocated acreage within 90 days after such cessation and continues such operations without the lapse of more than 90 days in an effort to restore production of oil or gas. When and if the Lease ceases to be in force as regards any such acreage, Lessee shall release the same herefrom within ten (10) days after such cessation in the same manner as Lessee is required to release as specified in §4.2.

§4.4 **Release of Acreage Not Retained.** As to any lands not required to be released from this Lease under the provisions of §4.2 (hereinafter referred to as "retained lands"), this Lease shall remain in force and effect only as to the oil and gas in and under said retained lands as specified in §1.2 above.

ARTICLE 5

OFF-SET DRILLING OBLIGATION

§5.1 **Off-Set Drilling Obligation.** In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and draining the Leased Premises, Lessee agrees to drill such off-set wells as a prudent operator would drill under the same or similar circumstances.

ARTICLE 6

TRANSFER OF OWNERSHIP

§6.1 **Transfer of Ownership.** The rights of Lessor hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the successors and assigns of Lessor, but no change or division in ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no such change in ownership shall be binding on Lessee or impair the effectiveness of any payments made hereunder until Lessee shall have been furnished, forty-five (45) days before payment is due, a copy of recorded instrument evidencing any transfer, sale or other change in ownership.

ARTICLE 7

NON-WARRANTY

§7.1 **Non-Warranty.** This Lease is made without any warranty of title whatsoever, except for claims arising by, through or under Lessor or even for a return of any portion of the bonus consideration, royalties or other amounts to be paid hereunder.

§7.2 **Less Than Total Ownership**. Lessor claims to own at this time, and purports by this Lease to cover all interest owned, calculated to be a one-tenth (1/10) interest of the mineral rights pertaining to the Leased Premises. The royalties and shut-in well payments hereinbefore provided for shall be computed on that basis. It is agreed that if Lessor's interest in the mineral rights pertaining to any part of the Leased Premises is less than the whole, the royalties, rentals and shut-in well payments shall - as to such portion - be reduced proportionately to the interest of Lessor in such mineral rights so pertaining. Accordingly, it is agreed that Lessor shall be entitled to receive all of the royalties, rentals and shut-in well payments attributable thereto, but same shall be subject to proportionate reduction to the interest in the minerals actually owned by Lessor, if less than the whole, and this Lease shall extend to and cover any mineral interest which Lessor may hereafter acquire while this Lease is in force.

§7.3 **Unitization**. In the event that any portion of Leased Premises should be "forced pooled" by Order of the Department of Conservation of the State of Louisiana or other competent authority having jurisdiction over such matters so as to create any drilling and/or producing unit applicable to the land covered hereby, the royalties herein provided and attributable to such portions shall be payable from and limited to only such production as is allocated by such Order to the portion of Leased Premises included in any such unit.

ARTICLE 8

SURFACE OPERATIONS

§8.1 **Surface Operations**. The parties acknowledge that the Lease Premises are utilized by Lessor for the primary purpose of growing and harvesting forest products. Accordingly, Lessee shall:

§8.1.1 **Interference With Lessor's Use**. Conduct its operations so as not to unreasonably interfere with Lessor's use of the property and its forest operations.

§8.1.2 **Roads**. Use and build only such roads as are reasonably necessary in its operations. At all times during operations by the Lessee or its assigns, exposed soil on slopes and road ditches shall be seeded with Bahia grass and fertilized and otherwise stabilized as necessary to prevent soil movement.

§8.1.3 **Prior Notice**. Give fifteen (15) day notice prior to conducting any operations on the designated drill site which will necessitate the cutting of timber, including, but not limited to, the building of roads, pits and drill sites. The notice will be in writing and shall be accompanied by a plat or map showing the proposed location of such operations, and shall be mailed to Lessor at the address noted above and to A. C. Bourdier, 1543 Oakwood Drive, Lake Charles, Louisiana 70611, whose telephone number is 337-855-2854.

§8.1.4 **Pipeline Buried**. When requested by Lessor, bury all pipelines at least thirty-six (36") inches below the surface.

§8.1.5 **Surface Damages**. Pay for all damage to Lessor's timber, pulpwood, sawlogs, trees, forest growth (standing, cut or fallen), or to other property of any kind caused by or arising out of Lessee's operations.

§8.1.6 **Fire Prevention**. Use its best efforts to extinguish any fire that may result from Lessee's operations and to promptly notify Lessor of any such fire.

§8.1.7 **Slush Pits.** Fill slush pits and other excavations immediately after operations are completed and restore, as nearly as reasonably possible the surface to its original condition. If Lessee fails to do so, Lessor may restore the surface and fill excavations at Lessee's expense.

§8.1.8 **Release as to Lessee's Property.** Release Lessor from any loss or damage to any property which Lessee may place on the Leased Premises.

§8.1.9 **Indemnification by Lessee.** Be responsible for and indemnify and save harmless Lessor from and against any liability and injury, including death or claim thereof, sustained by any employee of Lessee while upon the premises; and Lessee shall indemnify and save harmless the Lessor from and against any damage to property or injury to person, including death or claim thereof, sustained by any person, including employees of Lessor, by reason of the acts of Lessee or its employees hereunder.

ARTICLE 9

SPECIFIC DAMAGES

§9.1 **Specific Damages.** In addition to other damages herein specified, Lessee shall pay to Lessor, as liquidated damages:

§9.1.1 **Well Site, Roads, etc.** The sum of $2,500.00 per acre for the designated portion of the Leased Premises used for roads, rights of way, pits, well sites, or any other purpose.

ARTICLE 10

PREVAILING LAWS

§10.1 **Prevailing Laws.** All terms and expressed or implied covenants of this Lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this Lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such Law, Order, Rule or Regulation.

ARTICLE 11

ASSIGNMENT

§11.1 **Assignment.** The rights of Lessee hereunder may be assigned in whole or in part, but only with the consent of Lessor, which consent shall not be unreasonably withheld. In any event, Lessor's consent shall be contingent on any such assignee or sublessee agreeing in writing to be bound by all terms of this Lease.

ARTICLE 12

ENVIRONMENTAL MATTERS

12.1 **Environment Compliance.** Lessee shall conduct all operations on the Leased Premises in accordance with any and all Environmental Laws and Regulations and according to any and all principles of common law relating to duties to protect or not unduly disturb human health or environmental quality and particularly to comply with all rules, orders, ordinances, permits or determinations of any government authority pertaining to health or environment in effect at any time in the jurisdiction where the Leased Premises is located, including without limitation, the Clean Air Act, as amended,

the Federal Water Pollution Control Act, as amended, the Rivers and Harbors Act of 1899, as amended, the Safe Drinking Water Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, the Superfund Amendments and Re-authorization Act of 1986 ("SARA"), as amended, the Resource Conservation and Recovery Act ("RCRA"), as amended, the Hazardous and Solid Waste Amendments Act of 1984, as amended, the Toxic Substances Control Act, as amended, the Occupational Safety and Health Act ("OSHA"), as amended, the Hazardous Materials Transportation Act, as amended, and other federal, state and local laws whose purpose is to conserve or protect health, the environment, wildlife or natural resources. The terms "hazardous substance", "release" and "threatened release" shall have the meanings specified in CERCLA, and the terms "solid waste", "hazardous waste", and "disposal" (or "disposed") shall have the meanings specified in RCRA; provided, however, that (i) to the extent the laws of the state in which the Leased Premises is located are applicable and have established a meaning for "hazardous substance", "release", "threatened release", "solid waste", "hazardous waste", and "disposal" that is broader than that specified in CERCLA or RCRA, such broader meaning shall apply with respect to the matters covered by such laws, and (ii) the term "solid waste" shall include all oil and gas exploration, development, and production wastes, even if such wastes are specifically exempt from classification as hazardous substances or hazardous wastes pursuant to CERCLA or RCRA, or the state analogues to those statutes.

§12.2 **Environmental Indemnity**. Lessee hereby assumes and shall be responsible for and shall indemnify, defend and hold harmless Lessor and its employees, officers, directors, agents and representatives from and against any and all claims, liabilities, losses, costs, expenses, damages and causes of action with respect to damages to property, injury to or death of persons or living things, natural resource damages, CERCLA responses costs, or fines or penalties, restoration costs arising out of or attributable to, in whole or in part, the operations of the Lessee on the Leased Premises.

§12.3 **Environmental Notifications**. Lessee shall promptly provide Lessor with copies of all orders, notices of violations, information requests, correspondence, communications, permits, or agreements with any governmental authority or agency (federal, state or local) or any private entity relating in any way to any Environmental Law or the presence, release, placement on or in the premises, or the generation, transportation, storage, treatment, or disposal at the Leased Premises, of any hazardous material.

ARTICLE 13

REPRESENTATION

§13.1 **Representation**. All persons appearing herein in a representative capacity for either Lessor or Lessee personally warrant and guarantee that they have the requisite power and authority to appear herein and bind the party they are indicated to represent.

ARTICLE 14

SALT WATER DISPOSAL

§14.1 **Salt Water Disposal.** Lessee shall not have the right to use the Leased Premises for the disposal of salt water.

ARTICLE 15

HUNTING

§15.1 **Hunting**. Lessee and Lessee's agents, successors, assigns, employees, contractors and other persons acting under the authority of any of such persons are expressly prohibited from bringing or possessing firearms on any part of the Leased Premises and that hunting, fishing, and all other activities not related to oil and gas operations are expressly prohibited on all parts of the Leased Premises. Lessee shall notify, or cause to be notified, all personnel who enter the premises under the authority of the lease of these restrictions, and shall post, or cause to be posted, in appropriate, conspicuous locations where operations are being conducted, notices containing the content of these restrictions.

ARTICLE 16

SUB-SURFACE SERVITUDE

§16.1 **Sub-Surface Servitude**. In addition to the Oil, Gas and Mineral Lease granted, Lessor is now referred to as "Grantor" for the purpose of granting this Sub-Surface Servitude and, in consideration of monies received for the foregoing Oil, Gas and Mineral Lease, the receipt and sufficiency of which are hereby acknowledged, hereby grants **WALTER OIL & GAS CORPORATION**, [who is referred to as "Lessee" in the foregoing Oil, Gas and Mineral Lease and is now referred to as "Grantee" for the purpose of this Sub-Surface Servitude]; a Sub-Surface Servitude under and across the Leased Premises, for the purpose of drilling, operating, producing, reworking and maintaining a directional or sidetrack well or wells from a surface location situated off of said land or on said land, to such bottomhole location as Grantee may deem appropriate.

§16.2 **Separate Contract**. Notwithstanding anything herein contained to the contrary, this Sub-Surface Servitude shall for all purposes hereof, be considered as a separate and independent contract between Grantor and Grantee covering and affecting the Leased Premises.

§16.3 **Indemnity**. Grantee shall indemnify, defend and hold Grantor harmless from any and all damages to Grantor's property caused by the use of this Sub-Surface Servitude and shall protect and hold Grantor harmless against any and all claims or demands by third parties arising out of or resulting from Grantee's use of the Sub-Surface Servitude.

§16.4 **Nonuse Limitation**. The rights granted in this Sub-Surface Servitude shall remain in full force and effect for so long as Grantee may continue to use these rights, but in the event Grantee, its successors and assigns, cease to use the rights herein granted for **one consecutive year**, this Sub-Surface Servitude shall terminate.

§16.5 **Survival**. It is the intent of Grantor and Grantee that the rights granted in the foregoing Oil, Gas and Mineral Lease and the rights granted in this Sub-Surface Servitude shall be several and that the Sub-Surface Servitude herein provided for shall survive the Oil, Gas and Mineral Lease, in the event said Oil, Gas and Mineral Lease should terminate, but shall remain subject to the limitations set forth in §16.4 above.

The consideration paid by Lessee/Grantee to Lessor/Grantor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

*** * * * * Signature Pages Follow * * * * ***

SIGNATURE PAGE

This signature page is attached to and forms a part of a Paid-Up Oil and Gas Lease by and between **Louisiana Baptist Children's Home and Family Ministries** and **Walter Oil & Gas Corporation** relating to certain lands in Jefferson Davis Parish, Louisiana.

IN WITNESS WHEREOF, This instrument is executed in duplicate by Lessor in the presence of the undersigned competent witnesses, on this the 18th day of June, 2013, but effective as of January 1, 2013.

WITNESSES:

Witness Signature

NANCY EPPERSON
Witness Printed Name

Witness Signature

ALTA BRINSON
Witness Printed Name

LOUISIANA BAPTIST CHILDREN'S HOME AND HOME AND FAMILY MINISTRIES

By: A. Perry Hancock
A. Perry Hancock
President and CEO

Kristin Taylor
Notary Public
Print Name: Kristin Taylor
My Commission Expires: at death

KRISTIN TAYLOR
Notary Public
State of Louisiana
Ouachita Parish
Notary ID # 128547
My Commission is for Life

SIGNATURE PAGE

This signature page is attached to and forms a part of a Paid-Up Oil and Gas Lease by and between **Louisiana Baptist Children's Home and Family Ministries** and **Walter Oil & Gas Corporation** relating to certain lands in Jefferson Davis Parish, Louisiana.

IN WITNESS WHEREOF, this instrument is executed in duplicate by Lessee in the presence of the undersigned competent witnesses, on this the 30th day of July, 2013, but effective as of January 1, 2013.

WITNESSES: **WALTER OIL & GAS CORPORATION**

Vanessa V. Veltman
Witness Signature

Vanessa V. Veltman
Witness Printed Name

By: Ron A. Wilson
Ron A. Wilson
Vice President

Jeanette C. Dunn
Witness Signature

Jeanette C. Dunn
Witness Printed Name

Kimberly Jenein Escoffery
Notary Public
Print Name: Kimberly Jenein Escoffery
My Commission Expires: March 13, 2016

KIMBERLY JENEIN ESCOFFERY
MY COMMISSION EXPIRES
March 13, 2016

KIMBERLY JENEIN ESCOFFERY
MY COMMISSION EXPIRES
March 13, 2016

LBCH.Cinco.OGL.tsa.docx

EXHIBIT A

This exhibit is attached to and forms a part of a Paid-Up Oil and Gas Lease by Louisiana Baptist Children's Home and Family Ministries to Walter Oil & Gas Corporation covering certain lands in Jefferson Davis Parish, Louisiana.

DESCRIPTION OF LAND LEASED

That certain tract or parcel of land containing 40.00 acres, more or less, situated in Section 17, Township 10 South, Range 2 West and Section 39, Township 10 South, Range 3 West, bounded now or formerly as follows: Northwest by Richard Hebert, Vicky Hebert and Dennis Hebert; Northeast by Noble Energy, Inc.; Southeast by U BOL M RA SUA created by Office of Conservation Order 101-G, effective on and after June 7, 1988, and/or other lands of Lessor not leased herein; and Southwest by other lands of Lessor not leased herein and/or a line extending from the west most point of the U BOL M RA SUA to the south most point of the Richard Hebert property located in Section 12, T10S-R3W.

LBCH.Cinco.OGLExhibit.tsa.docx

CERTIFICATE

I, Sarah W. Perry, do hereby certify that I am the duly elected, qualified and acting Secretary of the Board of Trustees of the Louisiana Baptist Children's Home And Family Ministries, a nonprofit corporation organized under the laws of the State of Louisiana, domiciled in the Parish of Ouachita, hereinafter referred to as the "Corporation"; that the following is a true and correct copy of a resolution duly and properly adopted by the Board of Trustees of the Corporation on July 25, 2003, as the same appears in the Minute Book of the Corporation; that there are no provisions of the Articles of Incorporation or By-Laws of the Corporation which impair or modify the effectiveness of the resolution; and that the resolution remains in full force and effect as of date hereof in the form set forth below and has not been amended, altered, repealed, rescinded or changed in any manner whatsoever:

"BE IT RESOLVED that:

"1.1 General Authority of Executive Director-Treasurer and Administrative Assistant. The affairs and business of the LOUISIANA BAPTIST CHILDREN'S HOME ("Home") shall be managed by the Executive Director-Treasurer and Administrative Assistant, or either one of them acting alone, with full and complete authority to acquire on behalf of the Home any and all property, whether real, personal or mixed, and dispose of and administer said property and to contract and enter into any and all contracts and agreements of every kind and nature and on such terms and conditions as the Executive Director-Treasurer and Administrative Assistant, or either one of them acting alone, shall desire; to sell, execute and deliver oil, gas and mineral leases, or any other lease contract of any nature or kind, to sell, execute, deliver or acquire any mineral rights or royalties; to pool, unitize, execute co-lessor's agreements, execute assignments, subleases or extensions of oil, gas and mineral leases or any other kind of lease contract; to accept on behalf of the Home any oil, gas or mineral lease or mineral purchase, or any other purchase; to execute and to make agreements of any and all kinds in regard to the drilling of oil or gas wells, or any other well, and the production of any well; to execute releases of oil, gas and mineral leases, mineral rights or royalties, and to execute division or transfer orders; to make accept, draw and endorse promissory notes and bills of

exchange in the name of the Home and to bind the Home by acknowledgment of debt, promises to pay and any engagements of all kinds; to make checks and draw money out of any bank or banks or corporate institutions wherein the same may have been deposited in the name of the Home; to invest all funds belonging to the Home to the best advantage of the Home as the Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, may think proper and best; to sell or transfer all or any shares of capital stock of any bank or corporate institution standing in the name of the Home, and owned by it and to receive the receipt for any and all dividends due or to become due; to pledge all or any part or parts of the property of the Home and to make and give note or notes which may be necessary from time to time, or for the renewal of any note or notes; to contract loans or borrow money in the name of the Home at any rate of interest the Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, may think proper, from any person, bank or corporate institution, with the right to pledge or mortgage all or any part of the property belonging to the Home; to sell, transfer, assign and convey to any person or persons or corporate institution, with all legal warranties, all or any part of the real, personal or mixed property of the Home, and for such price and upon such terms and conditions that the Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, may deem proper; to receive the price for such sales and to grant receipt and acquittance therefor; to buy and purchase all property of any kind, movable or immovable, for the Home for such price and upon such terms and conditions that the Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, may see fit; to pay the price therefor and to sign and execute all acts and deeds necessary in the premises, with all usual clauses; to appear in and on behalf of the Home accept any donations of property to the Home; to consent and agree to all privileges, mortgages and pledges in favor of or against the Home, as may be required; to lease, let or hire for such time and for such price as the Executive Director-Treasurer and Administrative Assistant or either of them acting alone may see fit all or any part of the property belonging to the Home, and to receive and receipt for the rent and wages thereof as the same may fall due; to put an end to said leases and give the necessary notices to vacate, according to law; to sign all bonds or other acts required by the United States of America or any of its departments or subdivisions or by the Revenue Department, or required by the State of Louisiana or any of its political subdivision; to appear before all courts of law, boards or commissions of either the United States of America or of the State of Louisiana; to prosecute and defend any and all suits that the Home may be a party to and to compromise or settle any and all lawsuits, litigations or any other disputes; to do any and all acts connected with, incidental to, or required in the carrying on the business of the Home, and to make and sign any and all contracts connected with or incidental to said business; and to manage the complete and entire affairs of business of the Home in the manner and way that the Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, shall think to the best interest of the Home.

"1.2 Security Devices. The Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, be and they are authorized to sign notes, both secured and unsecured or other instruments of indebtedness on

behalf of the Home, to borrow money, assume mortgages or other obligations on behalf of the Home on such terms and conditions as the Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, may see fit, including mortgages on any property of the Home, movable or immovable, whether in full ownership or in leasehold interest, located anywhere in the State of Louisiana, United States of America, or any foreign country, and such other security instruments of every nature as the Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, may see fit, all such instruments to contain such rates of interest and such other terms and conditions as the Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, may see fit, and to arrange for the extension or renewal of any indebtedness due by the Home and utilize the assets of the Home as security to induce any creditor of the Home not to call any demand note on the Home; and in order to accomplish such purposes, and for any other purpose, said Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, be and they are hereby authorized to execute and endorse on behalf of the Home note(s) in such sums payable at such times, bearing such interest, and containing such terms, conditions and provisions, as in the absolute discretion of the Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, may deem necessary and advisable, and in order to secure said note(s), said Executive Director-Treasurer and Administrative Assistant, or either of them acting alone be and they are hereby authorized to appear before any Notary Public and execute acts of mortgage or acts of collateral mortgage, in such form and containing such terms and conditions as such in the absolute discretion of the Executive Director-Treasurer or Administrative Assistant or either of them acting alone, may deem necessary and advisable, including without limitation, a waiver of appraisement, a pact de non alienando, a confession of judgment, and agreement that the property may be sold by executory process in the event of default in the payment of the note, a clause providing attorney's fees in an amount not to exceed 25% of the amount to be collected if the note is not paid at maturity and is placed in the hands of an attorney at law for collection or suit, a clause providing for carrying of fire insurance with supplemental hazards on the improvements situated on the property in such amount as may be required by the mortgagee and such other clauses and provisions as are usual and customary in mortgages executed in the State of Louisiana, and other states of the union, bearing against any and all property and assets of the Home, and said Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, be and they are hereby further authorized to execute any and all note or notes, documents, loan agreements, applications or other instruments in writing in conjunction therewith, and to pledge, pawn and hypothecate such note(s) or any note(s) secured by mortgage or collateral mortgage to secure any other note(s) executed for and on behalf of the Home to obtain such loan(s); to pledge, pawn and hypothecate, any and all other securities or any other property of any kind or nature whatsoever belonging to the Home and to execute an assignment of accounts receivable, notes receivable or bills receivable, of the Home as in the absolute discretion of the Executive Director-Treasurer and Administrative Assistant, or either of them acting alone may deem necessary or advisable, and which may be required by any person, firm or corporation as security for any indebtedness so created by said Executive Director-Treasurer and Administrative Assistant, or either of them

acting alone, in accordance herewith, or any prior existing indebtedness of the Home.

"1.3 Banking Arrangements. The Executive Director-Treasurer and the Administrative Assistant of the Home, or either one of them acting alone, be and they are authorized, empowered and directed to make the necessary banking arrangements on behalf of the Home, and funds of the Home so deposited are subject to withdrawal upon checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders for the payment of money when signed on behalf of the Home by the Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, and any bank is hereby authorized to pay any such orders and also receive the same for credit of or in payment from the payee or any other holder without inquiry as to the circumstances of issue or the disposition of the proceeds even if drawn to the individual order of any said signing officer or tendered in payment of his individual obligation, and that any indebtedness heretofore contracted by any contracts or agreements heretofore made with a bank on behalf of the Home, and all acts of trustees or agents of the Home in connection with any indebtedness or said contracts or agreements, are hereby ratified and confirmed.

"1.4 Reliance By Lending Institutions. Lending institution, when furnished with certified copy of this resolution, shall be authorized to deal with the Executive Director-Treasurer and Administrative Assistant, or either of them acting alone, under this authority and until it be expressly notified in writing to the contrary by the Home, and shall in writing acknowledge receipt of the notification; and the lending institution shall at all times be protected in recognizing as the representative of the Home the persons named in a certificate signed by any representative of the Home, even though the certificate be of one of the officers or agents who is himself authorized to act herein."

Effective March 1, 2008, by virtue of Restated Articles of Incorporation having been filed with the Louisiana Secretary of State, the name of the Corporation was changed from "Louisiana Baptist Children's Home" to "Louisiana Baptist Children's Home And Family Ministries", the title of "Executive Director-Treasurer" was changed to "President and Chief Executive Officer" and the title of "President" was changed to "Chairman of Board of Trustees."

I further certify that the following named persons have been duly elected to the offices set opposite their respective names, and that they continue to hold these offices

at the present time:

President and CEO - A. Perry Hancock

Executive Assistant - Nancy G. Epperson

IN WITNESS WHEREOF, I have hereunto set my name at Ruston, Lincoln Parish, Louisiana, on this the 26 day of June, 2013.

Sarah W. Perry
Secretary, Board of Trustees
Louisiana Baptist Children's Home and Family Ministries

LBCH.Certificate.short.tsa.docx

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Jefferson Davis Parish
Richard M. Arceneaux
P.O. Box 799 Jennings LA 70546

*** RECORDING PAGE ***

Vendor Number:

0

Filed By:

CASH CUSTOMER

Instrument No.	Book Type(s)	Instrument Type(s)
685713	CO	WELLBORE ASSIGN

First Direct: ARJUNA L L C

First Indirect: ENCO RESOURCES INC

Filed Date: 04/20/2015 **Filed Time:** 03:59 PM

No. Pages: 2

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Jefferson Davis Parish, Louisiana.

Clerk of Court

DDII000505809002

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WELLBORE ONLY ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That **Arjuna LLC**, hereinafter called "Assignor", for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, sell and convey unto **Enco Resources, Inc.**, P. O. Box 5738, Humble, Texas 77325-5738, hereinafter called "Assignee", its right, title and interest in and to the following Oil and Gas Lease (the wellbore only), to wit:

1. Wellbore of the Bruce No. 2 Well located in Jefferson Davis Parish in the State of Louisiana, Section 17, Township 10S, Range 2W
2. Wellbore of the Bruce No. 3 Well located in Jefferson Davis Parish in the State of Louisiana, Section 17, Township 10S, Range 2W
3. Wellbore of the Johnson-Boudreaux SWD No. 2 Well located in Jefferson Davis Parish in the State of Louisiana, Section 39, Township 10S, Range 3W

together with all the rights incident thereto, the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

TO HAVE AND TO HOLD the described leases and premises to the Assignee with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignee herein, his heirs, successors, personal representatives, administrators, executors, and assigns forever.

EXECUTED this 4th day of October, 2010, but EFFECTIVE for all purposes as of the first day of August, 2010.

B. Brian Neary, Managing Member
Arjuna LLC

STATE OF COLORADO)
)
COUNTY OF Jefferson)

This instrument was acknowledged before me this 4th day of October, 2010 by B. Brian Neary, as Managing Member of Arjuna LLC.

Notary Public

My Commission Number and Expiration: May 18th, 2011

ACCEPTED:
10/8/2010
D. H. Burgess
ENCO RESOURCES, INC.

MIKE PUCKETT
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 05/18/2011

DIRONR IIMCVR12 04/20/2015 16:05 RECORDING

Jefferson Davis Parish
Richard M. Arceneaux
P.O. Box 799 Jennings LA 70546

*** RECORDING PAGE ***

Filed By:

CASH CUSTOMER

,

Vendor Number:

0

Instrument No.	Book Type(s)	Instrument Type(s)
685714	CO	WELLBORE ASSIGN

First Direct:
M O P L L C

First Indirect:
ENCO RESOURCES INC

Filed Date: 04/20/2015 **Filed Time:** 04:04 PM

No. Pages: 3

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Jefferson Davis Parish, Louisiana.

Clerk of Court

DDII000505810003

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WELLBORE ONLY ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **MOP, L.L.C.**, hereinafter called "Assignor", for and in consideration of the sum of TEN DOLLARS ($10.00) the receipt of which is hereby acknowledged, does hereby assign, transfer, sell and convey unto **Enco Resources, Inc.**, P.O. Box 5738, Humble, Texas 77325-5738, hereinafter called "Assignee," its right, title and interest in and to the following Oil and Gas Lease (the wellbore only), to wit:

1. Wellbore of the Bruce No. 2 Well located in Jefferson Davis Parish in the State of Louisiana, Sect. 17-10S-2W
2. Wellbore of the Bruce No. 3 Well located in Jefferson Davis Parish in the State of Louisiana, Sect. 17-10S-2W
3. Wellbore of the Johnson Boudreaux SWD No. 2 located in Jefferson Davis Parish in the State of Louisiana, Sect. 39-10S-3W

together with all the rights incident thereto, the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

TO HAVE AND TO HOLD the described leases and premises to the Assignee with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignee herein, his heirs, successors, personal representatives, administrators, executors, and assigns forever.

EXECUTED this 28th day of October, 2009, but EFFECTIVE for all purposes as of the 1st day of October, 2009.

Scott W. Calhoon, President
MOP, L.L.C.

STATE OF OKLAHOMA)
)
COUNTY OF Oklahoma)

This instrument was acknowledged before me this 28 day of October, 2009 by Scott W. Calhoon, as President of MOP, L.L.C.

DIANA LYNN DESPAIN NOTARY # 06012066 EXP. 12/21/10 PUBLIC STATE OF OKLAHOMA

Notary Public

My Commission Number and Expiration:

Hickman&Fitzpatrick
attorneys counselors mediators

William H. Hickman
hickman@hickmanlawgroup.com

October 29, 2009

D.H. Burgess
Enco Resources, Inc.
P.O. Box 5738
Humble, TX 77325-5738

RE: Bruce No. 2, Bruce No. 3, Johnson-Boudreaux SWD No. 2
West Mermentau Field, Jefferson Davis Parish, Louisiana

Dear Mr. Burgess:

Enclosed is a Wellbore Only Assignment ("Assignment") for the three subject wells. Pursuant to the agreement between MOP, L.L.C. ("MOP") and Enco Resources, Inc. ("Enco"), this Assignment is being delivered in exchange for the release of liability relating to any and all outstanding joint-interest billings owed by MOP on the three subject wells as of the effective date of the Assignment. It is our understanding that you will be recording this Assignment in the County Clerk's office.

Enco hereby releases MOP from any claim or demand for payment of any joint-interest billings, either known or unknown, as of the effective date of the Assignment for the three subject wells. Please sign in the space provided below indicating Enco's agreement to the terms contained herein.

If you have any questions or would like to further discuss this matter, please do not hesitate to contact me.

Very truly yours,

William H. Hickman

AGREED:

D.H. Burgess
Enco Resources, Inc.

WHH/tlh
Enclosure

JRF\1458\4-3\letters\Enco 1

Jefferson Davis Parish
Richard M. Arceneaux
P.O. Box 799 Jennings LA 70546

*** RECORDING PAGE ***

Filed By: CASH CUSTOMER

Vendor Number: 0

Instrument No.	Book Type(s)	Instrument Type(s)
688413	CO	PAR RELEASE OGML

First Direct: WALTER OIL & GAS CORPORATION

First Indirect: HEBERT, RICHARD JOSEPH

Filed Date: 09/02/2015 **Filed Time:** 01:49 PM

No. Pages: 8

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Jefferson Davis Parish, Louisiana.

Clerk of Court

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PARTIAL RELEASE OF OIL, GAS AND MINERAL LEASES

STATE OF LOUISIANA §

PARISH OF JEFFERSON DAVIS §

THAT, WHEREAS, WALTER OIL & GAS CORPORATION, whose address is 1100 Louisiana, Suite 200, Houston, TX 77002-5299 and **CEL PROPERTIES, LLC** and **RLI PROPERTIES, LLC**, whose address is 222 East Tyler Street, PO Box 2146, Longview, Texas 75606 (hereinafter referred to as "Lessees") are the owners of those certain Oil, Gas and Mineral Leases reflected on Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as the "Leases"; and,

WHEREAS the undersigned owners now desire to release from the terms and provisions of the Leases all lands lying outside the exterior geographic boundaries of the Nonion Struma Zone, Reservoir A in the West Mermentau Field, as established by the State of Louisiana, Office of Conservation Order No. 101-J, effective December 14, 2012, recorded in Conveyance Book 1080, Page 77, File No. 669263, Jefferson Davis Parish Clerk of Court, further described on the survey plat attached hereto and made a part hereof as Exhibit "B", hereinafter referred to as the "Unit";

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT, the undersigned owners of the Leases do hereby cancel, release, relinquish, surrender and quitclaim unto Lessors that portion of the lands covered by the Leases lying outside the geographic boundaries of the Unit.

It is the intention of the undersigned owners to retain all lands covered by the Leases lying within the geographic boundaries of the Unit.

This instrument may be signed in any number of counterparts, all of which, when taken together shall constitute a single original instrument, and for recordation purposes the separate signature and acknowledgment pages may be affixed to the body of the original instrument without the necessity of recording the entirety of each separate counterpart.

IN WITNESS WHEREOF, this Partial Release of Oil, Gas and Minerals Leases is executed on the date of each Lessee's respective acknowledgment below.

WITNESSES:

Jeanette C. Dunn

Printed Name: Jeanette C. Dunn

Carmen Fox

Printed Name: CARMEN FOX

WALTER OIL & GAS CORPORATION

BY: Ron A. Wilson

Ron A. Wilson, President

STATE OF TEXAS }
}
COUNTY OF HARRIS }

This instrument was acknowledged before me on Aug 11, 2015 by Ron A. Wilson, President of **Walter Oil & Gas Corporation**, a Texas corporation, on behalf of said corporation.

LISA MARTINEZ
MY COMMISSION EXPIRES
September 8, 2018

Lisa Martinez

Notary Public, State of Texas

WITNESSES:

Printed Name: Mary Hurlburt

Printed Name: Jodie Lacy

CEL PROPERTIES, LLC

BY: _____
JOHN M. CHERRY, PRESIDENT

JMC JFW MT

WITNESSES:

Printed Name: Mary Hurlburt

Printed Name: Jodie Lacy

RLI PROPERTIES, LLC

BY: _____
JOHN M. CHERRY, PRESIDENT

JMC JFW MT

STATE OF TEXAS }
}
COUNTY OF GREGG }

This instrument was acknowledged before me on 7-22-2015 by John M. Cherry, President of CEL Properties, LLC, a Texas limited liability corporation, on behalf of said corporation.

NOTARY PUBLIC STATE OF TEXAS Ginger L. LaMore Commission Expires 08-22-2017

Notary Public, State of Texas

STATE OF TEXAS }
}
COUNTY OF GREGG }

This instrument was acknowledged before me on 7-22-2015 by John M. Cherry, President of **RLI Properties, LLC**, a Texas limited liability corporation, on behalf of said corporation.

NOTARY PUBLIC STATE OF TEXAS Ginger L. LaMore Commission Expires 08-22-2017

Notary Public, State of Texas

EXHIBIT A

Attached to and made a part of that certain Partial Release of Oil, Gas and Mineral Leases dated May 15, 2015 by Walter Oil Gas Corporation, CEL Properties, LLC and RLI Properties, LLC in Jefferson Davis Parish, Louisiana

LEASE NO.	LESSOR	LESSEE	DATE	RECORDING	LEASE DESCRIPTION JEFFERSON DAVIS PARISH
LA177-003	RICHARD JOSEPH HEBERT ET AL	CINCO LAND & EXPLORATION, INC	April 27, 2012	1071/307/665239	14.031 acres, more or less, located in Sec 12, T10S-R3W
LA177-011	THE FRED B AND RUTH B ZIGLER FOUNDATION	CINCO LAND & EXPLORATION, INC	May 8, 2012	1071/332/665243	106.357 acres, more or less, located in Sec 14, T10S-R2W
LA177-017.001	NEZPIQUE FARMS, LLC	CINCO LAND & EXPLORATION, INC	September 1, 2012	1077/360/667837	3.347 acres, more or less, located in Sec 40, T10S-R3W
LA177012.001	ALFRED C BOURDIER	CINCO LAND & EXPLORATION, INC	July 9, 2012	1076/69/667119	37.1749 acres, more or less, located in Sec 17, T10S-R2W and Sec 39, T10S-R3W
LA177012.002	ROBIN RAY HUFF ET AL	CINCO LAND & EXPLORATION, INC	July 9, 2012	1076/75/667120	37.1749 acres, more or less, located in Sec 17, T10S-R2W and Sec 39, T10S-R3W
LA177012.003	DAVID L BOURDIER	CINCO LAND & EXPLORATION, INC	July 9, 2012	1076/105/667125	37.1749 acres, more or less, located in Sec 17, T10S-R2W and Sec 39, T10S-R3W
LA177012.004	ROSE MARIE B PETITJEAN	CINCO LAND & EXPLORATION, INC	July 9, 2012	1076/99/667124	37.1749 acres, more or less, located in Sec 17, T10S-R2W and Sec 39, T10S-R3W

Castex Development - Title and Lease History - 002155
Exhibit D

Attached to and made a part of that certain Partial Release of Oil, Gas and Mineral Leases dated May 15, 2015 by Walter Oil Gas Corporation, CEL Properties, LLC and RLI Properties, LLC in Jefferson Davis Parish, Louisiana

LA177012.005	BERNARDINE B ZIBILICH	CINCO LAND & EXPLORATION, INC	July 9, 2012	1076/93/667123	37.1749 acres, more or less, located in Sec 17, T10S-R2W and Sec 39, T10S-R3W
LA177012.006	PATRICK H JOHNSON	CINCO LAND & EXPLORATION, INC	July 9, 2012	1076/81/667121	37.1749 acres, more or less, located in Sec 17, T10S-R2W and Sec 39, T10S-R3W
LA177012.007	YVETTE B MATHIS	CINCO LAND & EXPLORATION, INC	July 9, 2012	1076/87/667122	37.1749 acres, more or less, located in Sec 17, T10S-R2W and Sec 39, T10S-R3W
LA177012.008	RNBC, LLC	CINCO LAND & EXPLORATION, INC	July 9, 2012	1076/111/667126	37.1749 acres, more or less, located in Sec 17, T10S-R2W and Sec 39, T10S-R3W
LA177012.009	NKBG PROPERTIES, LLC	CINCO LAND & EXPLORATION, INC	July 9, 2012	1076/116/667127	37.1749 acres, more or less, located in Sec 17, T10S-R2W and Sec 39, T10S-R3W
LA177012.010	ALBERT SIDNEY JOHNSON, III	CINCO LAND & EXPLORATION, INC	July 9, 2012	1076/121/667128	37.1749 acres, more or less, located in Sec 17, T10S-R2W and Sec 39, T10S-R3W
LA177012.011	MARKHAM RAY TRAHAN, JR ET UX	CINCO LAND & EXPLORATION, INC	July 9, 2012	1076/127/667129	37.1749 acres, more or less, located in Sec 17, T10S-R2W and Sec 39, T10S-R3W
LA177012.012	CHRISTOPHER JOHN TRAHAN	CINCO LAND & EXPLORATION, INC	July 9, 2012	1076/133/667130	37.1749 acres, more or less, located in Sec 17, T10S-R2W and Sec 39, T10S-R3W

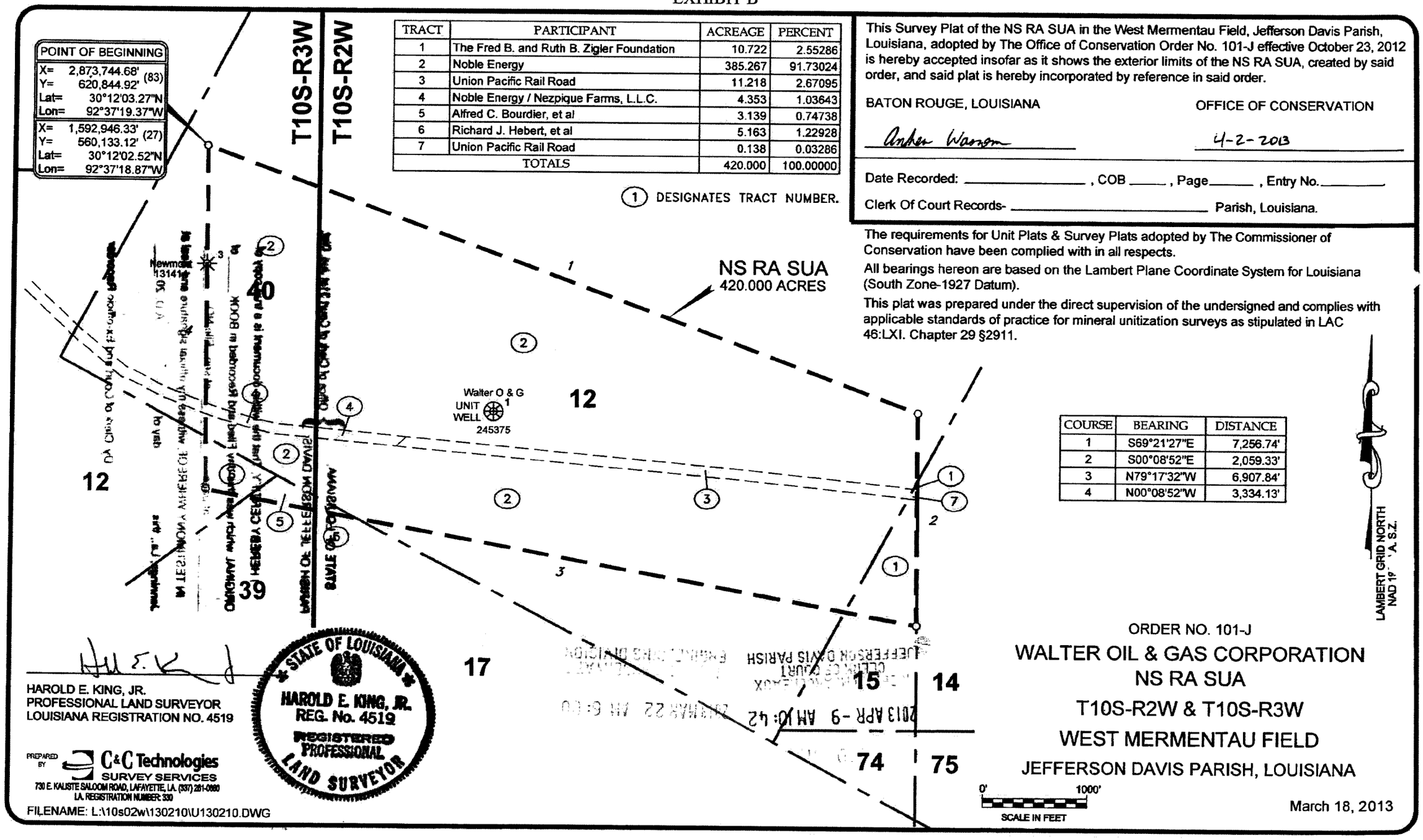
Castex Development - Title and Lease History - 002156
Exhibit D

Attached to and made a part of that certain Partial Release of Oil, Gas and Mineral Leases dated May 15, 2015 by Walter Oil Gas Corporation, CEL Properties, LLC and RLI Properties, LLC in Jefferson Davis Parish, Louisiana

LA177012.013	THE MARK W BOUDREAUX TRUST	CINCO LAND & EXPLORATION, INC	July 9, 2012	1076/139/667131	37.1749 acres, more or less, located in Sec 17, T10S-R2W and Sec 39, T10S-R3W
LA177012.014	W BOUDREAUX FARMS, LLC	CINCO LAND & EXPLORATION, INC	July 9, 2012	1076/144/667132	37.1749 acres, more or less, located in Sec 17, T10S-R2W and Sec 39, T10S-R3W
LA177012.015	NANCY W JOHNSON ET AL	CINCO LAND & EXPLORATION, INC	July 9, 2012	1076/604/667414	37.1749 acres, more or less, located in Sec 17, T10S-R2W and Sec 39, T10S-R3W
LA177012.016	DEBORAH L JOHNSON	CINCO LAND & EXPLORATION, INC	July 9, 2012	1076/883/667588	37.1749 acres, more or less, located in Sec 17, T10S-R2W and Sec 39, T10S-R3W
LA177012.017	LOUISIANA BAPTIST CHILDREN'S HOME AND FAMILY MINISTRIES	CINCO LAND & EXPLORATION, INC	January 1, 2013	1088/887/673795	39.6861 acres, more or less, located in Sec 17, T10S-R2W and Sec 39, T10S-R3W

Castex Development - Title and Lease History - 002157
Exhibit D

EXHIBIT B



TRACT	PARTICIPANT	ACREAGE	PERCENT
1	The Fred B. and Ruth B. Zigler Foundation	10.722	2.55286
2	Noble Energy	385.267	91.73024
3	Union Pacific Rail Road	11.218	2.67095
4	Noble Energy / Nezpique Farms, L.L.C.	4.353	1.03643
5	Alfred C. Bourdier, et al	3.139	0.74738
6	Richard J. Hebert, et al	5.163	1.22928
7	Union Pacific Rail Road	0.138	0.03286
	TOTALS	420.000	100.00000

(1) DESIGNATES TRACT NUMBER.

This Survey Plat of the NS RA SUA in the West Mermentau Field, Jefferson Davis Parish, Louisiana, adopted by The Office of Conservation Order No. 101-J effective October 23, 2012 is hereby accepted insofar as it shows the exterior limits of the NS RA SUA, created by said order, and said plat is hereby incorporated by reference in said order.

BATON ROUGE, LOUISIANA — OFFICE OF CONSERVATION

Amber Warren — 4-2-2013

Date Recorded: _____ , COB ____ , Page____ , Entry No.____

Clerk Of Court Records- _____ Parish, Louisiana.

The requirements for Unit Plats & Survey Plats adopted by The Commissioner of Conservation have been complied with in all respects.

All bearings hereon are based on the Lambert Plane Coordinate System for Louisiana (South Zone-1927 Datum).

This plat was prepared under the direct supervision of the undersigned and complies with applicable standards of practice for mineral unitization surveys as stipulated in LAC 46:LXI. Chapter 29 §2911.

COURSE	BEARING	DISTANCE
1	S69°21'27"E	7,256.74'
2	S00°08'52"E	2,059.33'
3	N79°17'32"W	6,907.84'
4	N00°08'52"W	3,334.13'

ORDER NO. 101-J

WALTER OIL & GAS CORPORATION

NS RA SUA

T10S-R2W & T10S-R3W

WEST MERMENTAU FIELD

JEFFERSON DAVIS PARISH, LOUISIANA

March 18, 2013

2013 APR -9 AM 10:42
JEFFERSON DAVIS PARISH
CLERK OF COURT

Castex Development - Title and Lease History - 002158
Exhibit D

DIRONR IIMCVR12 10/31/2019 15:13 RECORDING

Jefferson Davis Parish
Richard M. Arceneaux
P.O. Box 799 Jennings LA 70546

*** RECORDING PAGE ***

Filed By:

ROBICHAUX, MIZE WADSACK LLC
P O BOX 2065
LAKE CHARLES, LA 70602

Vendor Number:

187

Instrument No.	Book Type(s)	Instrument Type(s)
715275	CO	AFFIDAVIT

First Direct:
BOURDIER, ALFRED CHARLES

First Indirect:
WHOM IT MAY CONCERN

Filed Date: 10/31/2019 **Filed Time:** 03:08 PM

No. Pages:
3

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Jefferson Davis Parish, Louisiana.

Clerk of Court

DDII000535943003

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PARISH OF JEFFERSON DAVIS
STATE OF LOUISIANA

AFFIDAVIT REGARDING LAND OWNED BY JOHNSON-BOUDREAUX FARM, LLC

BEFORE ME, NOTARY PUBLIC duly qualified, came and appeared **Alfred Charles Bourdier**, appearing herein solely in his capacity as Executive Manager of Johnson-Boudreaux Farm LLC, a Louisiana limited liability company ("Affiant"), with an address for purposes of this Affidavit of 500 Kirby Street, Lake Charles, LA 70601, c/o Thad D. Minaldi, who, also in the presence of the below signing witnesses, upon being duly sworn did declare:

1. Affiant is owner in indivision of an interest in immovable property located in Jefferson Davis Parish and more particularly described on Exhibit B attached hereto and incorporated herein (there being no Exhibit A), hereinafter referred to as the "Farm", and Affiant acquired said interest in 2007 in conveyances from certain owners in indivision of the Farm.

2. Since approximately 2007 after the conveyance of the interests in the Farm, Affiant has continued to own and manage the affairs of the Farm.

3. In its ownership and management of certain affairs for the Farm, Affiant is aware of that certain Lease Agreement with Castex Systems, Inc. with an initial term to expire November 14, 1989 and recorded separately in Conveyance Book 590 at Page 431, and Page 440, and Page 447, and Page 454, and Page 461, and Page 468, and Page 475, records of Jefferson Davis Parish ("Lease 1").

4. Also in its ownership and management of certain affairs for the Farm, Affiant is aware of that certain Lease Agreement with Castex Systems, Inc. with an initial term to expire November 14, 1999 and recorded in Conveyance Book 643 at Page 518, records of Jefferson Davis Parish ("Lease 2").

5. Also in its ownership and management of certain affairs for the Farm, to Affiant's knowledge and understanding, there has been no payment of the contractual rental on Lease 1 or on Lease 2 since 1990, and there have been no lease operations by any lessee-party under Lease 1 or Lease 2 since approximately 1990.

SWORN TO AND SUBSCRIBED on this 10 day of October, 2019 in Lake Charles, Louisiana by Appearer in the presence of the below subscribing witnesses and me, Notary Public.

WITNESSES:

Tonia LeBlanc
Print Name: TONIA LEBLANC

Heather Hollan
Print Name: HEATHER HOLLAN

Alfred Charles Bourdier
Alfred Charles Bourdier, As Executive Manager of Johnson-Boudreaux Farm, LLC

T. Minaldi
Notary Public
Print Name: Thad D. Minaldi
Notary Number: 30088
Commission Expires: @ death

EXHIBIT "B"

That tract of property in Jefferson Davis Parish, Louisiana, with all improvements thereon, located and situated, which contains 1,125.35 acres, more or less, and the whole of said tract of land is more particularly described as follows, to-wit: (a) Section 39, Township 10 South, Range 3 West, La. Mer., except that portion lying in triangular form West of the East boundary line of Section 14 if extended through said Section 39; (b) Lot 2 of Fractional Section 13, Township 10 South, Range 3 West, La. Mer.; (c) Section 17 in Township 10 south, Range 2 West, La. Mer., less and except the 328 acres, more or less, of swamp timber land lying in the Eastern portion thereof which was sold by Jean. Castex and others to A.S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish in Conveyance Book W, Page 515, and which is shown by a plat of survey made by E. J. Mead, C.E., dated on 1921; including the two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. S. Alston & Co.; and (d) Section 18, Township 10 South, Range West, La. Mer., lying between the southeast corner of the aforesaid Section 39 on the West and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolph C. Boudreaux acquired the said property from Jean Castex, Jr., and which act is recorded in Jefferson. Davis Parish, Louisiana, LESS AND EXCEPT AND NOT INCLUDED in the aforesaid tract are those 10 acre parcels of property described as follows and designated as "First" and "Second", to-wit:

First. That ten acre parcel of land situated in Section 18, Township 10 South, Range 2 West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc, and which ten acres were sold by Albert Sidney Johnson and Adolph C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and recorded in Conveyance Book 139, Page 3, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section 18, Township 10 South, Range 2 West, at a one-and-a-quarter (1 1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River on the line between Township 10 South, Range 2 and 3 West; thence south 51 degrees, 13 minutes East 276.5 feet; thence South 53 degrees, 00 minutes East 600 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe, the lower front corner of the Robira Ten (10) acre tract for a point of beginning; thence following the right bank of the Mermentau River south 65 degrees, 30 minutes East 450 feet; thence South 84 degrees, 00 minutes East 250 feet; thence leaving the River and running south 37 degrees, 00 minutes West 693.5 feet; thence North 72 degrees, 06 minutes West 691.5 feet to lower side line of the Robira ten acres tract; thence following the said line North 37 degrees, 00 minutes East 693.5 feet to place of beginning and containing ten acres; as per plat by F. Shutts Sons, Civil engineers, attached to said deed; said tract of land is bounded on the North by a ten acre tract owned nor or formerly by John I. Robira, his widow, heirs and assigns, on the West by other land of Albert Sidney Johnston and Adolph C. Boudreaux.

Second. That certain parcel of land comprising ten acres, more or less, situated in Section 18, Township 10 south, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by Albert Sidney Johnson and Adolph C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the corner between Section 18, Township 10 South, Range 3 West, said corner being. on the right descending bank of the Mermentau River; thence South 37 degrees West 368 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence South 53 degrees East 272.4 feet to the line between Section 18, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West, 921 feet South of the corner between the two said Sections; thence South 53 degrees East 327.6 feet to a one-and-a-quarter (1 1/4") inch galvanized iron pipe, thence North 37 degrees East 726 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe on the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence South 37 degrees West 358 feet to the point of beginning and containing ten acres.

DIRONR IIMCVR12 10/31/2019 15:24 RECORDING

Jefferson Davis Parish
Richard M. Arceneaux
P.O. Box 799 Jennings LA 70546

*** RECORDING PAGE ***

Filed By:

ROBICHAUX, MIZE WADSACK LLC
P O BOX 2065
LAKE CHARLES, LA 70602

Vendor Number:

187

Instrument No.	Book Type(s)	Instrument Type(s)
715276	CO	AFFIDAVIT

First Direct:

BOURDIER, ALFRED CHARLES

First Indirect:

WHOM IT MAY CONCERN

Filed Date: 10/31/2019 **Filed Time:** 03:22 PM

No. Pages: 3

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Jefferson Davis Parish, Louisiana.

Clerk of Court

DDII000535944003

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PARISH OF JEFFERSON DAVIS
STATE OF LOUISIANA

AFFIDAVIT REGARDING LAND OWNED BY JOHNSON-BOUDREAUX FARM, LLC

BEFORE ME, NOTARY PUBLIC duly qualified, came and appeared **Alfred Charles Bourdier** ("Affiant"), adult resident of Calcasieu Parish with an address for purposes of this Affidavit of 500 Kirby Street, Lake Charles, LA 70601, c/o Thad D. Minaldi, who, also in the presence of the below signing witnesses, upon being duly sworn did declare:

1. Affiant is a former owner in indivision of an interest in immovable property located in Jefferson Davis Parish and more particularly described on Exhibit B attached hereto and incorporated herein (there being no Exhibit A), hereinafter referred to as the "Farm", and Affiant conveyed in 2007 certain interests in the Farm to Johnson-Boudreaux Farm, LLC ("Owner").

2. In or about the years 1989-1990, Affiant assumed from Raymond Bruce the general management of certain affairs for the Farm, with Mr. Bruce previously managing said affairs, and, since approximately 2007 after the conveyance of the interests in the Farm to the Owner, in his capacity as President or Executive Manager of the Owner's Management Board, Affiant has continued in the management of such affairs of the Farm.

3. In his management of certain affairs for the Farm, Affiant is aware of that certain Lease Agreement with Castex Systems, Inc. with an initial term to expire November 14, 1989 and recorded separately in Conveyance Book 590 at Page 431, and Page 440, and Page 447, and Page 454, and Page 461, and Page 468, and Page 475, records of Jefferson Davis Parish ("Lease 1").

4. Also in his management of certain affairs for the Farm, Affiant is aware of that certain Lease Agreement with Castex Systems, Inc. with an initial term to expire November 14, 1999 and recorded in Conveyance Book 643 at Page 518, records of Jefferson Davis Parish ("Lease 2").

5. Also in his management of certain affairs for the Farm, to Affiant's knowledge and understanding, there has been no payment of the contractual rental on Lease 1 or on Lease 2 since 1990, and there have been no lease operations by any lessee-party under Lease 1 or Lease 2 since approximately 1990.

SWORN TO AND SUBSCRIBED on this 10 day of October, 2019 in Lake Charles, Louisiana by Appearer in the presence of the below subscribing witnesses and me, Notary Public.

WITNESSES:

Print Name: TONIA LEBLANC

Print Name: HEATHER HOLLAN

Alfred Charles Bourdier

Notary Public
Print Name: Thad D. Minaldi
Notary Number: 30088
Commission Expires: @ death

Bourdier JB Affidavit AC Castex Systems 100219

EXHIBIT "B"

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First. That ten acre parcel of land situated in Section 18, Township 10 South, Range 2 West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc, and which ten acres were sold by Albert Sidney Johnson and Adolph C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and recorded in Conveyance Book 139, Page 3, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section 18, Township 10 South, Range 2 West, at a one-and-a-quarter (1 1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River on the line between Township 10 South, Range 2 and 3 West; thence south 51 degrees, 13 minutes East 276.5 feet; thence South 53 degrees, 00 minutes East 600 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe, the lower front corner of the Robira Ten (10) acre tract for a point of beginning; thence following the right bank of the Mermentau River south 65 degrees, 30 minutes East 450 feet; thence South 84 degrees, 00 minutes East 250 feet; thence leaving the River and running south 37 degrees, 00 minutes West 693.5 feet; thence North 72 degrees, 06 minutes West 691.5 feet to lower side line of the Robira ten acres tract; thence following the said line North 37 degrees, 00 minutes East 693.5 feet to place of beginning and containing ten acres; as per plat by F. Shutts Sons, Civil engineers, attached to said deed; said tract of land is bounded on the North by a ten acre tract owned nor or formerly by John I. Robira, his widow, heirs and assigns, on the West by other land of Albert Sidney Johnston and Adolph C. Boudreaux.

Second. That certain parcel of land comprising ten acres, more or less, situated in Section 18, Township 10 south, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by Albert Sidney Johnson and Adolph C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the corner between Section 18, Township 10 South, Range 3 West, said corner being. on the right descending bank of the Mermentau River; thence South 37 degrees West 368 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence South 53 degrees East 272.4 feet to the line between Section 18, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West, 921 feet South of the corner between the two said Sections; thence South 53 degrees East 327.6 feet to a one-and-a-quarter (1 1/4") inch galvanized iron pipe, thence North 37 degrees East 726 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe on the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence South 37 degrees West 358 feet to the point of beginning and containing ten acres.

DIRONR IIMCVR12 10/31/2019 15:32 RECORDING

Jefferson Davis Parish
Richard M. Arceneaux
P.O. Box 799 Jennings LA 70546

*** RECORDING PAGE ***

Filed By:

ROBICHAUX, MIZE WADSACK LLC
P O BOX 2065
LAKE CHARLES, LA 70602

Vendor Number:

187

Instrument No.	Book Type(s)	Instrument Type(s)
715280	CO	SALE LAND

First Direct:
JOHNSON BOUDREAUX FARM L L C

First Indirect:
CASTEX DEVELOPMENT L L C

Filed Date: 10/31/2019 **Filed Time:** 03:30 PM

No. Pages: 9

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Jefferson Davis Parish, Louisiana.

Clerk of Court

DDII000535948009

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STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

CASH SALE

BE IT KNOWN, that on the dates and at the places and before the undersigned Notaries Public, duly commissioned and qualified in and for their respective jurisdictions as hereinafter set forth, and in the presence of the subscribing witnesses, personally appeared:

> **JOHNSON-BOUDREAUX FARM, LLC (EIN:XX-XXX0058),** a Louisiana limited liability company, having a mailing address of 1543 Oakwood Dr., Lake Charles, LA 70611, and being herein represented by its duly authorized representative ("**Seller**"); AND
>
> **CASTEX DEVELOPMENT, LLC (EIN:XX-XXX5282),** having a mailing address of 422 7th Street, Lake Charles, LA 70601, and being herein represented by its duly authorized representative ("**Buyer**");

who did declare as follows, to-wit:

Buyer represents and warrants that Buyer is the formal sole assignee of Alfred Palma, Jr. (XXX-XX-3504) under that certain Agreement To Purchase Or Sell with Seller dated June 18, 2019, as amended ("Agreement"), and Buyer has the right to purchase from Seller under the Agreement the hereinafter described immovable property.

Subject to the hereinafter provided reservation of minerals, Seller does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver unto Buyer, with full warranty and with full substitution and subrogation in and to all the rights and actions of warranty which Seller has or may have against all preceding owners and vendors, all of Seller's right, title and interest in the immovable property located in Jefferson Davis Parish, Louisiana, and described on Exhibit "A" attached hereto together with all buildings, improvements, component parts and fixtures attached to the above described property. Seller does further grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver unto Buyer, without warranty of title but with full substitution and subrogation in and to all the rights and actions of warranty which Seller has or may have against all preceding owners and vendors, all of its right, title and interest in and to (i) all rights, servitudes, appurtenances, covenants, licenses, privileges, benefits and advantages thereunto; (ii) any land lying in the bed or banks of any lakes, rivers, streams, waterways, ditches, roads, streets, lanes, alleys, or rights of ways either within the property or bounding such property to the centerline thereof; (iii) all alluvion, accretion, and lands created by sedimentary and/or artificial deposits related to or adjacent to the property; and (iv) as supplemented and clarified hereinafter in the immediately succeeding paragraph, all of Seller's rights, interests, claims, counterclaims, defenses and causes of action of any kind or character, pertaining to the Property or any portion thereof, whether real or personal in nature, whether known or unknown to Seller and whether then existing or arising in the future, including without limitation, any rights to enforce specific performance of any obligations or to seek damages for any damage or injury to, or defect in, the Property, including, but not limited to claims arising out of the past environmental damage or contamination of the surface and subsurface of the Property, including contamination of the groundwater or the existence of any hazardous materials thereon (all interests and property described above being collectively referred to herein as the "**Property**").

Supplementing and burdening the above described sale and conveyance to Buyer, Seller hereby reserves unto Seller any and all mineral rights that Seller may own in the Property;

provided, however, that Seller hereby agrees to execute concurrently therewith that certain Agreement Regarding Surface Rights and Claims. Further, Buyer understands, acknowledges, and accepts that other third-parties presently own separately their own mineral rights in and to the Property.

Supplementing and clarifying the second preceding paragraph, Seller and Buyer agree that Seller's conveyance of Seller's counterclaims and defenses of any kind or character, pertaining to the Property or any portion thereof, whether real or personal in nature, whether known or unknown to Seller and whether then existing or arising in the future, including without limitation, any rights to enforce specific performance of any obligations or to seek damages for any damage or injury to, or defect in, the Property, including, but not limited to claims arising out of the past environmental damage or contamination of the surface and subsurface of the Property, including contamination of the groundwater or the existence of any hazardous materials thereon, is *limited insofar as* Seller and Buyer are and will continue to be in the future obligees of solidary obligations insofar and only insofar as the said counter-claims and defenses regarding environmental damage or contamination of the surface and subsurface of the Property, including contamination of the groundwater or the existence of any hazardous materials thereon, as is contemplated in Louisiana Civil Code Article 1790, et seq.

Buyer hereby accepts and purchases the Property for itself and its successors and assigns and acknowledges due delivery and possession of the Property, to have and to hold said Property unto the Buyer and its successors and assigns forever.

This Cash Sale is made and accepted for and in consideration of the aggregate price and sum of **TWO MILLION TWO HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS ($2,291,750.00),** the receipt and sufficiency of which is hereby acknowledged.

Seller and Buyer hereby acknowledge and recognize that the property being sold and purchased is to be transferred in an "AS IS" condition, and Buyer does hereby waive, relieve and release Seller from any claims or causes of action for redhibition pursuant to Louisiana Civil Code Article 2520, et seq. and article 2541, et seq. or for reduction of purchase price pursuant to Louisiana Civil Code Article 2541, et seq. Additionally, Buyer acknowledges that this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code article 2524.

This Cash Sale is also specifically made subject to any easements, servitudes, restrictions, conditions, reservations and other instruments on file and of record in Jefferson Davis Parish, Louisiana, together with those unrecorded Camp Site Leases more particularly described in an Assignment and Assumption Agreement executed by the parties concurrently herewith (all of which hereinafter collectively are the "Permitted Exceptions"). Reference to such Permitted Exceptions is for informational purposes only and shall not constitute an interruption of prescription by Buyer with respect to any such Permitted Exception, or an acknowledgement by Buyer that any such Permitted Exception continues to affect or has ever affected the Property.

All state, city and parish taxes assessed against the Property up to and including such taxes due and eligible for the prior year have been paid by Seller and such taxes for 2019 have been prorated between Buyer and Seller. Buyer shall have the obligation to pay the 2019 taxes and all subsequent taxes when due and payable. Buyer shall be responsible for providing the tax assessor of Jefferson Davis Parish with the address to which property tax and assessment notices are to be mailed. As of the date of this Cash Sale, such notices shall be sent to Buyer at the address listed above.

THUS DONE AND SIGNED by the parties at my office in Lake Charles, Louisiana, on this 30th day of October, in the presence of me, Notary Public, and the following competent witnesses who have signed in the presence of the parties and me, Notary Public.

WITNESSES:

JOHNSON-BOUDREAUX FARM, LLC

Print: DAN FLAVEN

Print: Beverly Burnett

Print: Alfred C Bourdier
Title: Executive Manager

Print: James R. Johnson
Title: Manager

Notary Name: _____
Notary/Bar ID: _____
Expiration: _____

LANDON R. G. ROBERTS NOTARY PUBLIC COMMISSIONED FOR LIFE BAR ROLL NO. 34059 STATE OF LOUISIANA

THUS DONE AND SIGNED by the parties at my office in Lake Charles, Louisiana, on this 30th day of October, in the presence of me, Notary Public, and the following competent witnesses who have signed in the presence of the parties and me, Notary Public.

WITNESSES:

CASTEX DEVELOPMENT, LLC

Print: Beverly Burnett

Print: DAN FLAVEN

Print: Donald W. Morris
Title: Manager

Notary Name: _____
Notary/Bar ID: _____
Expiration: _____

LANDON R. G. ROBERTS NOTARY PUBLIC COMMISSIONED FOR LIFE BAR ROLL NO. 34059 STATE OF LOUISIANA

EXHIBIT "A"

That tract of property in Jefferson Davis Parish, Louisiana, with all improvements thereon, located and situated, which contains 1,125.35 acres, more or less, and the whole of said tract of land is more particularly described as follows, to-wit: (a) Section 39, Township 10 South, Range 3 West, La. Mer., except that portion lying in triangular form West of the East boundary line of Section 14 if extended through said Section 39; (b) Lot 2 of Fractional Section 13, Township 10 South, Range 3 West, La. Mer.; (c) Section 17 in Township 10 south, Range 2 West, La. Mer., less and except the 328 acres, more or less, of swamp timber land lying in the Eastern portion thereof which was sold by Jean. Castex and others to A.S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish in Conveyance Book W, Page 515, and which is shown by a plat of survey made by E. J. Mead, C.E., dated on 1921; including the two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. S. Alston & Co.; and (d) Section 18, Township 10 South, Range West, La. Mer., lying between the southeast corner of the aforesaid Section 39 on the West and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolph C. Boudreaux acquired the said property from Jean Castex, Jr., and which act is recorded in Jefferson. Davis Parish, Louisiana, LESS AND EXCEPT AND NOT INCLUDED in the aforesaid tract are those 10 acre parcels of property described as follows and designated as "First" and "Second", to-wit:

First. That ten acre parcel of land situated in Section 18, Township 10 South, Range 2 West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc, and which ten acres were sold by Albert Sidney Johnson and Adolph C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and recorded in Conveyance Book 139, Page 3, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section 18, Township 10 South, Range 2 West, at a one-and-a-quarter (1 1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River on the line between Township 10 South, Range 2 and 3 West; thence south 51 degrees, 13 minutes East 276.5 feet; thence South 53 degrees, 00 minutes East 600 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe, the lower front corner of the Robira Ten (10) acre tract for a point of beginning; thence following the right bank of the Mermentau River south 65 degrees, 30 minutes East 450 feet; thence South 84 degrees, 00 minutes East 250 feet; thence leaving the River and running south 37 degrees, 00 minutes West 693.5 feet; thence North 72 degrees, 06 minutes West 691.5 feet to lower side line of the Robira ten acres tract; thence following the said line North 37 degrees, 00 minutes East 693.5 feet to place of beginning and containing ten acres; as per plat by F. Shutts Sons, Civil engineers, attached to said deed; said tract of land is bounded on the North by a ten acre tract owned nor or formerly by John I. Robira, his widow, heirs and assigns, on the West by other land of Albert Sidney Johnston and Adolph C. Boudreaux.

Second. That certain parcel of land comprising ten acres, more or less, situated in Section 18, Township 10 south, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by Albert Sidney Johnson and Adolph C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the corner between Section 18, Township 10 South, Range 3 West, said corner being. on the right descending bank of the Mermentau River; thence South 37 degrees West 368 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence South 53 degrees East 272.4 feet to the line between Section 18, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West, 921 feet South of the corner between the two said Sections; thence South 53 degrees East 327.6 feet to a one-and-a-quarter (1 1/4") inch galvanized iron pipe, thence North 37 degrees East 726 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe on the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence South 37 degrees West 358 feet to the point of beginning and containing ten acres.

CERTIFICATE OF ACTION BY
RESOLUTIONS OF THE MEMBERS OF
JOHNSON-BOUDREAUX FARM, LLC
AT THE MEETING OF MEMBERS
ON APRIL 11, 2018
AT JENNINGS, LOUISIANA

Alfred C. Bourdier and James R. Johnson hereby certify that:

1. The Members of Johnson-Boudreaux Farm, LLC, by their majority vote of over 98% of the Member Interests, have adopted the following resolutions at the duly called Meeting of the Members of Johnson-Boudreaux Farm, LLC on April 11, 2018 at Jennings, Louisiana:

BE IT RESOLVED that the Members of Johnson-Boudreaux Farm, LLC ("Company") do hereby agree and decide that the Company shall sell any and all of the Company's land and immovable property, a description of which is provided on the document titled "Property Description Of Johnson Boudreaux Farm" attached hereto and incorporated herein (which land and immovable property hereinafter sometimes is referred to as the "Property"), but reserving any mineral rights in the Property that the Company may own at the time of such a sale.

BE IT RESOLVED FURTHER that the Management Board of the Company is instructed, empowered, and authorized, on behalf of the Company, to determine, decide, negotiate, and agree to the terms of the sale of the Property, together with any listing agreement for the sale of the Property, as the Management Board may decide in its sole and complete discretion, by a vote of a majority in number of the members of the Management Board.

BE IT RESOLVED FURTHER that the Chief Executive Manager, together with one (1) more member of the Management Board as selected by the Management Board, are hereby are authorized, for and on behalf of this Company, to execute and sign any and all instruments as they, in their sole discretion, believe are necessary and proper in selling the Property and in fulfilling the resolutions herein affecting and relating to the Company.

3. The preceding resolutions are legally effective to bind the Company and are not in conflict with the Articles of Organization or any operating agreements and the prceding resolutions remain in full force and effect.

4. Alfred C. Bourdier is the Chief Executive Manager, and James R. Johnson is a Member of the Management Board, of Johnson-Boudreaux Farm, LLC, and they are duly authorized by the Management Board to execute and sign any and all instruments as they, in their sole discretion, believe are necessary and proper in selling the Property and in fulfilling the resolutions herein affecting and relating to Johnson-Boudreaux Farm, LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 30th day of October, 2019.

James R. Johnson, Member of Management Board of Johnson-Boudreaux Farm, LLC

Alfred C. Bourdier, Chief Executive Manager and Certifying Official

EXHIBIT "A"

That tract of property in Jefferson Davis Parish, Louisiana, with all improvements thereon, located and situated, which contains 1,125.35 acres, more or less, and the whole of said tract of land is more particularly described as follows, to-wit: (a) Section 39, Township 10 South, Range 3 West, La. Mer., except that portion lying in triangular form West of the East boundary line of Section 14 if extended through said Section 39; (b) Lot 2 of Fractional Section 13, Township 10 South, Range 3 West, La. Mer.; (c) Section 17 in Township 10 south, Range 2 West, La. Mer., less and except the 328 acres, more or less, of swamp timber land lying in the Eastern portion thereof which was sold by Jean. Castex and others to A.S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish in Conveyance Book W, Page 515, and which is shown by a plat of survey made by E. J. Mead, C.E., dated on 1921; including the two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. S. Alston & Co.; and (d) Section 18, Township 10 South, Range West, La. Mer., lying between the southeast corner of the aforesaid Section 39 on the West and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolph C. Boudreaux acquired the said property from Jean Castex, Jr., and which act is recorded in Jefferson. Davis Parish, Louisiana, LESS AND EXCEPT AND NOT INCLUDED in the aforesaid tract are those 10 acre parcels of property described as follows and designated as "First" and "Second", to-wit:

First. That ten acre parcel of land situated in Section 18, Township 10 South, Range 2 West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc, and which ten acres were sold by Albert Sidney Johnson and Adolph C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and recorded in Conveyance Book 139, Page 3, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section 18, Township 10 South, Range 2 West, at a one-and-a-quarter (1 1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River on the line between Township 10 South, Range 2 and 3 West; thence south 51 degrees, 13 minutes East 276.5 feet; thence South 53 degrees, 00 minutes East 600 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe, the lower front corner of the Robira Ten (10) acre tract for a point of beginning; thence following the right bank of the Mermentau River south 65 degrees, 30 minutes East 450 feet; thence South 84 degrees, 00 minutes East 250 feet; thence leaving the River and running south 37 degrees, 00 minutes West 693.5 feet; thence North 72 degrees, 06 minutes West 691.5 feet to lower side line of the Robira ten acres tract; thence following the said line North 37 degrees, 00 minutes East 693.5 feet to place of beginning and containing ten acres; as per plat by F. Shutts Sons, Civil engineers, attached to said deed; said tract of land is bounded on the North by a ten acre tract owned nor or formerly by John I. Robira, his widow, heirs and assigns, on the West by other land of Albert Sidney Johnston and Adolph C. Boudreaux.

Second. That certain parcel of land comprising ten acres, more or less, situated in Section 18, Township 10 south, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by Albert Sidney Johnson and Adolph C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the corner between Section 18, Township 10 South, Range 3 West, said corner being. on the right descending bank of the Mermentau River; thence South 37 degrees West 368 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence South 53 degrees East 272.4 feet to the line between Section 18, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West, 921 feet South of the corner between the two said Sections; thence South 53 degrees East 327.6 feet to a one-and-a-quarter (1 1/4") inch galvanized iron pipe, thence North 37 degrees East 726 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe on the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence South 37 degrees West 358 feet to the point of beginning and containing ten acres.

EXTRACT OF MINUTES
CASTEX DEVELOPMENT, LLC

BE IT RESOLVED, that the Members and Manager of **CASTEX DEVELOPMENT, LLC** , a Louisiana limited liability company (the "Company") acting in such capacity, hereby adopts the following, to-wit:

WHEREAS, the Company desires to acquire, encumber and mortgage certain immovable property located in Jefferson Davis Parish, Louisiana, being more particularly described on Exhibit "A" attached hereto (the "Property"):

NOW THEREFORE, BE IT RESOLVED that Don Morris (the "Authorized Representative") is hereby authorized and empowered for and on behalf of and in the name of the Company to acquire, purchase, encumber and mortgage the Property and to execute any and all agreements relating thereto and containing such terms and conditions as may be determined fit and proper by said Authorized Representative;

BE IT FURTHER RESOLVED that the Authorized Representative is hereby authorized and empowered for and on behalf of and in the name of the Company to do all of the following relating to the Property, to-wit: (i) to negotiate for a loan or loans with any financial institutions and to borrow such sums of money to be repaid at such times and to bear such interest as the Authorized Representative may, in his/her sole discretion, deem fit and proper; (ii) to make, sign and execute negotiable promissory notes, and any other obligations, in the name of the Company; (iii) to mortgage and/or otherwise encumber any and all of the Property to secure any loan or loans, and/or any and all other obligations of the Company with such acts of mortgage to include any terms and conditions deemed appropriate in the sole discretion of the Authorized Representative (including but not limited to all of the usual and customary clauses contained in mortgage and/or security instruments in Louisiana, including a confession of judgment, consent to executory process, waiver of appraisement, and the pact de non alienando); and (iv) to file or allow the filing of UCC-1s and other UCC Financing Statements related thereto and to do any other acts and sign any and all documents and instruments as the Authorized Representative may deem necessary or appropriate in order to carry out the purposes of these resolutions, including execution of title insurance seller/owner affidavits, and closing/settlement statements;

BE IT FURTHER RESOLVED that the Authorized Representative is hereby authorized in the name of and on behalf of the Company to take such further actions and to do all things that may appear in his discretion to be necessary, advisable or appropriate to give effect to the intent of these resolutions and to accomplish the transactions contemplated by these resolutions; and

BE IT FURTHER RESOLVED that all actions heretofore taken by or at the discretion of Authorized Representative in connection with the transactions that are the subject of these resolutions shall be, and hereby are, approved, ratified and confirmed as the acts of the Company without any further action by the Company.

* * * * * * * * * * * * * * * * * * * *

CERTIFICATE

The undersigned, being a Member, Manager and certifying official of **CASTEX DEVELOPMENT, LLC** (the "Company"), hereby certifies that (i) the foregoing resolutions were adopted by the unanimous consent of the Members and Manager of the Company, (ii) the foregoing resolutions are legally effective to bind the Company and are in accordance with the organizational documents of the Company or any operating agreements; and (iii) the above resolutions remain in full force and effect.

THUS DONE AND SIGNED on this 30th day of October, 2019, in Lake Charles, Louisiana.

CASTEX DEVELOPMENT, LLC

Don Morris
Member/Manager/Certifying Official

NOTARY PUBLIC

LANDON R. G. ROBERTS
NOTARY PUBLIC
COMMISSIONED FOR LIFE
BAR ROLL NO. 34059
STATE OF LOUISIANA

EXHIBIT "A"

That tract of property in Jefferson Davis Parish, Louisiana, with all improvements thereon, located and situated, which contains 1,125.35 acres, more or less, and the whole of said tract of land is more particularly described as follows, to-wit: (a) Section 39, Township 10 South, Range 3 West, La. Mer., except that portion lying in triangular form West of the East boundary line of Section 14 if extended through said Section 39; (b) Lot 2 of Fractional Section 13, Township 10 South, Range 3 West, La. Mer.; (c) Section 17 in Township 10 south, Range 2 West, La. Mer., less and except the 328 acres, more or less, of swamp timber land lying in the Eastern portion thereof which was sold by Jean. Castex and others to A.S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish in Conveyance Book W, Page 515, and which is shown by a plat of survey made by E. J. Mead, C.E., dated on 1921; including the two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. S. Alston & Co.; and (d) Section 18, Township 10 South, Range West, La. Mer., lying between the southeast corner of the aforesaid Section 39 on the West and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolph C. Boudreaux acquired the said property from Jean Castex, Jr., and which act is recorded in Jefferson. Davis Parish, Louisiana, LESS AND EXCEPT AND NOT INCLUDED in the aforesaid tract are those 10 acre parcels of property described as follows and designated as "First" and "Second", to-wit:

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Second. That certain parcel of land comprising ten acres, more or less, situated in Section 18, Township 10 south, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by Albert Sidney Johnson and Adolph C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the corner between Section 18, Township 10 South, Range 3 West, said corner being. on the right descending bank of the Mermentau River; thence South 37 degrees West 368 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence South 53 degrees East 272.4 feet to the line between Section 18, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West, 921 feet South of the corner between the two said Sections; thence South 53 degrees East 327.6 feet to a one-and-a-quarter (1 1/4") inch galvanized iron pipe, thence North 37 degrees East 726 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe on the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence South 37 degrees West 358 feet to the point of beginning and containing ten acres.