

**LOUISIANA ABANDONED OIL FACILITY
ENFORCEMENT SUMMARY REPORT**

FOR

Quality Petroleum, Inc.-Hoffman, et al.

FPN: E06614

EPA ID: 09-E-1181

May 23, 2008

Prepared for:

**United States Army Corps of Engineers
Tulsa District**

USACE Contract: W912BV-06-G-1001

USACE Task Order No.: 0007

E & E Project No.: 002338.TU07

Prepared by:

**Ecology & Environment, Inc.
Baton Rouge, Louisiana**



ecology and environment, inc.

International Specialists in the Environment

11550 NEWCASTLE AVENUE, BATON ROUGE, LOUISIANA 70816, TEL.(225)298-5080, FAX.(225)298-5081

Louisiana Abandoned Oil Facility Enforcement Summary Report

Facility Name: Quality Petroleum, Inc.-Hoffman, et al.

FPN: E06614

EPA ID: 09-E-1181 **Parish:** CADDO

Referral Date: 2/28/2006

FACILITY OWNER AND OPERATOR

The last Operator of Record/Potentially Responsible Party (PRP) has been identified through the file maintained by the Louisiana Department of Natural Resources (LDNR), Office of Conservation as Quality Petroleum, Inc., (Operator Code Q008). The well identified in the assessment report as being associated with this facility, specifically the: Hoffman, et al. Well No. 001 (SN 179621) was reported by LDNR as last operated by this operator. All previous enforcement efforts by LDNR have produced no timely or technically appropriate responsible party actions, as evident by the current conditions at the facility.

Conveyance research indicated that William C. Allen, III, and Alton E. Allen, doing business as (d.b.a.) Allen Brothers, and potentially Pace Royalty Trust Fund, Inc., were the owners of the mineral leases for the Southeast Quarter (SE/4) of the Northwest Quarter (NW/4) of Section 004, Township 21 North, Range 16 West (Sec. 004, T21N, R16W) of Caddo Parish, Louisiana, and the associated well and equipment, when the facility was abandoned.

Facility Owner(s):

Operator Code: 0104

Business Name: Allen Brothers

First Name: William

Last Name: Allen, III

Middle Initial: C.

Title:

Street: 205 Red Oak St.

City: Oil City

State: LA **Zip:** 71061-

Phone: (318) 995-6548

E-mail:

Fax:

Operator Code:

Business Name: Pace Royalty Trust Fund, Inc.

First Name: George

Last Name: Harrison, Jr.

Middle Initial: W.

Title:

Street: 610 Marshall St., Ste. 610

City: Shreveport

State: LA **Zip:** 71101-5601

Phone:

E-mail:

Fax:

Current Operator:

Operator Code: Q008

Business Name: Quality Petroleum, Inc.

First Name: George

Last Name: Harrison

Middle Initial:

Title: President

Street: 14902 Preston Rd., Ste. 404-536

City: Dallas

State: TX **Zip:** 75240-

Phone: (214) 692-0522

E-mail:

Fax: (214) 692-5697

Does the operator have any outstanding Compliance Orders

Yes No

Louisiana Abandoned Oil Facility Enforcement Summary Report

Compliance Order No(s): Between 1999 and 2001, LDNR suspended the issued an I&E compliance violation, a civil penalty, and noted correspondence to the operator went unanswered.

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SURFACE RIGHTS OWNERSHIP

The Caddo Parish Tax Assessor identified James S. Hubbard as the owner of a 240-acre tract located in the Northwest Quarter (NW/4) and the North Half of the Southwest Quarter (N/2 of SW/4) of Sec. 004, T21N, R16W of Caddo Parish, Louisiana upon which the Source 1 facility components and all associated wells are located.

Landowner(s):

Operator Code:

Business Name:

First Name: James

Last Name: Hubbard

Middle Initial: S.

Title:

Street: 612 Hillyer High Rd.

City: Anniston

State: AL **Zip:** 36207-6249

Phone: (256) 237-7816 **E-mail:**

Fax

Right of Way Owner(s):

No additional right of way access requirement has been identified.

Property Access: Not Needed Denied Partial Conditional Full

Comments: Access to the facility property will be acquired by the United States Environmental Protection Agency (EPA).

Right of Way Access: Not Needed Denied Partial Conditional Full

Comments: The facility property can be accessed from public roads, thus no right-of-way access should be required.

Louisiana Abandoned Oil Facility

Enforcement Summary Report

REFERENCE DOCUMENTS

Conveyance documents obtained from the Caddo Parish Clerk's Office pertaining to wells which were produced from the oil gas and mineral rights (OGMR) leases for the SE/4 of the NW/4 of Sec. 004, T21N, R16W of Caddo Parish, Louisiana, are as follows:

Date; Instrument; Instrument Type

08/28/1981; 0882554; Minerals

OGMR Lease: Patty C. Bond, et al., leased their interest in the OGMR for a 160-acre tract consisting of the NW/4 of Sec. 004, T21N, R16W of Caddo Parish, Louisiana, and other property, to John D. Caruthers, Jr.

10/26/1981; 0888211; Minerals

OGMR Lease: Sidney K. Herald, et al., leased their interest in the OGMR for a 160-acre tract consisting of the NW/4 of Sec. 004, T21N, R16W of Caddo Parish, Louisiana, and other property, to John D. Caruthers, Jr.

11/19/1981; 0890543; Minerals

OGMR Lease: Beverly Colvin, et al., leased their interest in the OGMR for a 160-acre tract consisting of the NW/4 of Sec. 004, T21N, R16W of Caddo Parish, Louisiana, and other property, to John D. Caruthers, Jr.

03/26/1982; 0902380; Minerals

OGMR Lease: Evelyn C. Colvin, et al., leased their interest in the OGMR for a 160-acre tract consisting of the NW/4 of Sec. 004, T21N, R16W of Caddo Parish, Louisiana, and other property, to John D. Caruthers, Jr.

09/20/1983; 0964107; Mineral

Assignment: John D. Caruthers, Jr., assigned all his interest in the OGMR leases established under Instruments 0882554, 0888211, 0890543, and 0902380 to James Louis Barber.

03/13/1985; 1034379; Mineral

Partial Release of OGMR Lease: James Louis Barber, et al., released all their interest in the OGMR leases established under Instruments 0882554, 0888211, 0890543, and 0902380, except for the portion of the leases that covers the SE/4 of the NW/4 of Sec. 004, T21N, R16W of Caddo Parish, Louisiana, to a depth of 2,500 feet.

12/13/1988; 1213088; Surface

Sheriff Sale Deed: The Caddo Parish Sheriff sold the undivided interest of Jane Colvin Hubbard, et al., in the 240-acre tract located in the NW/4 and the N/2 of the SW/4 of Sec. 004, T21N, R16W of Caddo Parish, Louisiana, and other property to James S. Hubbard.

12/21/1988; 1214054; Surface

Amended Sheriff Sale Deed: The Caddo Parish Sheriff sale of the undivided interest of Jane Colvin Hubbard, et al., in the 240-acre tract located in the NW/4 and the N/2 of the SW/4 of Sec. 004, T21N, R16W of Caddo Parish, Louisiana, and other property to James S. Hubbard, as recorded under Instrument 1213088, was amended to add an individual to the list of vendors.

03/01/1990; 1259946; Mineral

Assignment: James Louis Barber, et al., assigned all their interest in the OGMR leases established under Instruments 0882554, 0888211, 0890543, and 0902380, in so far as it covers the NE/4 of the SW/4 of Sec. 004, T21N, R16W of Caddo Parish, Louisiana, and all associated wells and equipment, to Hugh H. Beene, d.b.a. Hutson Oil Company.

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04/18/1990; 1264749; Mineral

Assignment Correction: James Louis Barber, et al., assigned all their interest in the OGMR leases established under Instruments 0882554, 0888211, 0890543, and 0902380, in so far as it covers the SE/4 of the NW/4 of Sec. 004, T21N, R16W of Caddo Parish, Louisiana, and all associated wells and equipment, to Hugh H. Beene, d.b.a. Hutson Oil Company, correcting the original assignment established under Instrument 1259946.

06/12/1992; 1347774; Mineral

Assignment: Hugh H. Beene, et al., d.b.a. Hutson Oil Company, assigned all their interest in the OGMR leases established under Instruments 0882554, 0888211, 0890543, and 0902380, in so far as it covers the SE/4 of the NW/4 of Sec. 004, T21N, R16W of Caddo Parish, Louisiana, and all associated wells and equipment, to William Calvin Allen, III, et al., d.b.a. Allen Brothers.

10/01/1992; 1360552; Mineral

Assignment: Hugh H. Beene, et al., d.b.a. Hutson Oil Company, assigned all their interest in the OGMR leases established under Instruments 0882554, 0888211, 0890543, and 0902380, in so far as it covers the SE/4 of the NW/4 of Sec. 004, T21N, R16W of Caddo Parish, Louisiana, and all associated wells and equipment, to William Calvin Allen, III, et al., d.b.a. Allen Brothers.

11/15/96; 1538680; Minerals

Assignment: William Calvin Allen, III, et al., d.b.a. Allen Brothers, assigned their interest in the OGMR lease established under Instrument 0902380, in so far as it covers the SE/4 of the NW/4 of Sec. 004, T21N, R16W of Caddo Parish, Louisiana, and associated wells and equipment, as well as other leases, to Quality Petroleum, Inc.

08/11/1998; 1616702; Minerals

Assignment: Quality Petroleum, Inc., assigned their interest in the OGMR lease established under Instrument 0902380, in so far as it covers the SE/4 of the NW/4 of Sec. 004, T21N, R16W of Caddo Parish, Louisiana, and associated wells and equipment, to Quality Petroleum, Inc., as Agent for Certain Beneficial Owners.

04/08/2003; 1850301; Minerals

Assignment: Quality Petroleum, Inc., et al., assigned their interest in the OGMR lease established under Instrument 0902380, in so far as it covers the SE/4 of the NW/4 of Sec. 004, T21N, R16W of Caddo Parish, Louisiana, and sold the associated wells and equipment, as well as additional leases, to Pace Royalty Trust Fund, Inc.

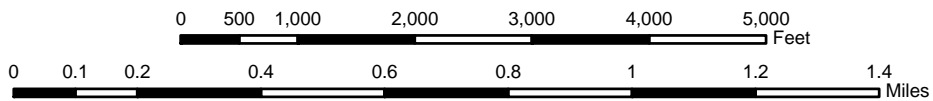
04/08/2003; 1850302; Minerals

Assignment: Pace Royalty Trust Fund, Inc., assigned their interest in the OGMR lease established under Instrument 0902380, in so far as it covers the SE/4 of the NW/4 of Sec. 004, T21N, R16W of Caddo Parish, Louisiana, and sold the associated wells and equipment to William Calvin Allen, III, et al., d.b.a. Allen Brothers. It should be noted this assignment was not signed as accepted by the assignee, William Calvin Allen, III, et al., d.b.a. Allen Brothers.

APPENDICIES:

1. Site Location Maps
2. Facility Ownership Records
3. Operator Records
4. Landowner Records
5. Access Agreements
6. References
7. Records of Communication
8. Quality Control Acknowledgement

APPENDIX 1
SITE LOCATION MAPS



SOURCE: U.S.G.S. 7.5 MINUTE QUADRANGLE - LATEX, LOUISIANA



SITE LOCATION MAP
 FPN: E06614, EPA ID: 09-E-1181
 QUALITY PETROLEUM, INC. - HOFFMAN, ET AL.
 CADDO PARISH, LOUISIANA

File Name: E06614_sl.mxd

Date: 5/8/2008

APPENDIX 2

FACILITY OWNERSHIP RECORDS



Louisiana Secretary of State
COMMERCIAL DIVISION
Corporations Database



*Louisiana Secretary of State
Detailed Record*

Charter/Organization ID: 36535031K

Name: ALLEN BROTHERS, L.L.C.

Type Entity: Limited Liability Company

Status: Active

Annual Report Status: In Good Standing [Add Certificate of Good Standing to Shopping Cart](#)

Mailing Address: C/O WILLIAM CALVIN ALLEN, III, 205 RED OAK ST., OIL CITY, LA 71061

Domicile Address: 205 RED OAK ST., OIL CITY, LA 71061

File Date: 09/06/2007

Registered Agent (Appointed 9/06/2007): WILLIAM CALVIN ALLEN, III, 205 RED OAK ST., OIL CITY, LA 71061

Registered Agent (Appointed 9/06/2007): ALTON EUGENE ALLEN, 205 RED OAK ST., OIL CITY, LA 71061

Manager: WILLIAM CALVIN ALLEN, III, 205 RED OAK ST., OIL CITY, LA 71061

Manager: ALTON EUGENE ALLEN, 205 RED OAK ST., OIL CITY, LA 71061

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Louisiana Secretary of State
COMMERCIAL DIVISION
Corporations Database



*Louisiana Secretary of State
Detailed Record*

Charter/Organization ID: 34557057D

Name: PACE ROYALTY TRUST FUND, INC.

Type Entity: Business Corporation

Status: Not Active (Voluntary action)

Last Report Filed on 05/24/2005

Mailing Address: C/O GEORGE W. HARRISON, JR., 610 MARSHALL ST., STE. 610, SHREVEPORT, LA 71101-5601

Domicile Address: 610 MARSHALL ST., STE. 610, SHREVEPORT, LA 71101-5601

File Date: 04/16/1997

Registered Agent (Appointed 4/16/1997): GEORGE W. HARRISON, JR., 610 MARSHALL ST., STE. 610, SHREVEPORT, LA 71101-5601

Director: GEORGE W. HARRISON, JR., 610 MARSHALL ST., STE. 610, SHREVEPORT, LA 71101-5601

Amendments on File
AFFIDAVIT TO DISSOLVE (09/21/2007)

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NOTE TO FILE

Telephone listings for Pace Royalty Trust Fund, Inc., or George W. Harrison, Jr., were not published in the Shreveport, Louisiana area.

Listing detail for Allen Brothers

Allen Brothers

205 Red Oak St
Oil City, LA 71061

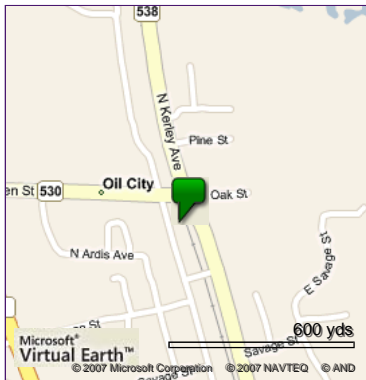
(318) 995-6548

Job title:

unavailable

Company:

Allen Brothers



Listing date Feb. 2008

APPENDIX 3
OPERATOR RECORDS

| | | | |
|------------|------------|---|---|
| 01/19/2001 | | F | FINE-CIVIL PENALTY HAS BEEN ISSUED |
| 09/16/1999 | | S | FORM R-4 SUSPENDED FOR PRODUCTION AUDIT DISCREPANCIES |
| 02/03/2000 | | S | FORM R-4 SUSPENDED FOR PRODUCTION AUDIT DISCREPANCIES |
| 12/08/1998 | 05/27/1999 | S | FORM R-4 SUSPENDED FOR PRODUCTION AUDIT DISCREPANCIES |
| 03/20/2001 | | X | NO RESPONSIBLE PARTY/CORRESPONDENCE UNANSWERED |

Organization Name

| Org ID | Name |
|--------|----------------|
| 0104 | ALLEN BROTHERS |

Address Information

| Oper Type | Addr1 | Addr2 | Add Type | City, State Zip | ATTN Name | Contact Name | Phone Num | Phone Type |
|--------------------|---------------|-------|--------------------|-------------------------|-----------|-----------------|---------------|------------|
| 01 | P.O. BOX 248 | | 01 | OIL CITY, LA 71061-0000 | | W. C. ALLEN III | (318)995-6621 | OFFICE |
| | | | | | | | (318)995-6566 | FAX-OFFICE |
| 01 | P.O. BOX 248 | | 03 | OIL CITY, LA 71061-0000 | | W. C. ALLEN III | (318)995-6621 | OFFICE |
| | | | | | | | (318)995-6566 | FAX-OFFICE |
| 01 | P.O. BOX 248 | | 05 | OIL CITY, LA 71061-0000 | | W. C. ALLEN III | (318)995-6621 | OFFICE |
| | | | | | | | (318)995-6566 | FAX-OFFICE |
| 01 | P.O. BOX 248 | | 06 | OIL CITY, LA 71061-0000 | | W. C. ALLEN III | (318)995-6621 | OFFICE |
| 01 | P. O. BOX 248 | | 09 | OIL CITY, LA 71061-0000 | | W. C. ALLEN III | (318)995-6621 | OFFICE |
| 01 | P.O. BOX 248 | | 11 | OIL CITY, LA 71061-0000 | | W. C. ALLEN III | (318)995-6621 | OFFICE |
| | | | | | | | (318)995-6566 | FAX-OFFICE |

Organization Officers

| Officer Name | Title |
|-----------------|---------|
| W. C. ALLEN III | PARTNER |
| ALTON E. ALLEN | PARTNER |

Organization Red Flags

| Effective Date | End Date | Warning Status | Warning Description |
|----------------|------------|----------------|----------------------------|
| 08/19/1999 | 09/10/1999 | E | I & E COMPLIANCE VIOLATION |

Organization Name

| Org ID | Name |
|--------|----------------|
| 2928 | HUTSON OIL CO. |

Address Information

| Oper Type | Addr1 | Addr2 | Add Type | City, State Zip | ATTN Name | Contact Name | Phone Num | Phone Type |
|--------------------|---------------|-------|--------------------|-------------------------|-----------|--------------|---------------|------------|
| 01 | P.O. BOX 1137 | | 01 | OIL CITY, LA 71061-0000 | | SUSAN JAMES | (903)672-3181 | OFFICE |
| | | | | | | | (903)672-3181 | FAX-OFFICE |
| 01 | P.O. BOX 1137 | | 03 | OIL CITY, LA 71061-0000 | | SUSAN JAMES | (903)672-3181 | OFFICE |
| | | | | | | | (903)672-3181 | FAX-OFFICE |
| 01 | P.O. BOX 1137 | | 05 | OIL CITY, LA 71061-0000 | | SUSAN JAMES | (000)000-0000 | OFFICE |
| | | | | | | | (903)672-3181 | OFFICE |
| | | | | | | | (000)000-0000 | FAX-OFFICE |
| | | | | | | | (903)672-3181 | FAX-OFFICE |
| 01 | P.O. BOX 1137 | | 06 | OIL CITY, LA 71061-0000 | | SUSAN JAMES | (903)672-3181 | OFFICE |
| | | | | | | | (903)672-3181 | FAX-OFFICE |
| 01 | P.O. BOX 364 | | 09 | OIL CITY, LA 71061-0000 | | MILLARD LAW | (318)995-6908 | OFFICE |
| 01 | P.O. BOX 1137 | | 11 | OIL CITY, LA 71061-0000 | | SUSAN JAMES | (903)672-3181 | OFFICE |
| | | | | | | | (903)672-3181 | FAX-OFFICE |

Organization Officers

| Officer Name | Title |
|--------------|-------|
| JUSTIN JAMES | OWNER |

Organization Red Flags

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

| Effective Date | End Date | Warning Status | Warning Description |
|----------------|------------|----------------|---|
| 01/23/2003 | 02/03/2003 | S | FORM R-4 SUSPENDED FOR PRODUCTION AUDIT DISCREPANCIES |

Organization Name

| Org ID | Name |
|--------|----------------|
| 0392 | JAMES L BARBER |

Address Information

| Oper Type | Addr1 | Addr2 | Add Type | City, State Zip | ATTN Name | Contact Name | Phone Num | Phone Type |
|--------------------|------------------|----------------------|--------------------|-------------------------------|-----------|---------------------|-------------------|------------|
| 01 | P. O. BOX 827 | | 01 | OIL CITY, LA 71061-0000 | | NO CONTACT GIVEN | | |
| 01 | P.O.BOX 1068 | FAX 817/625- 7231 | 03 | FORTH WORTH, TX 76114-0000 | | SADIE BARBER | (817)625- 7230 | OFFICE |
| 01 | P. O. BOX 827 | | 05 | OIL CITY, LA 71061-0000 | | SADIE BARBER | (318)995- 7963 | OFFICE |
| 01 | P.O. BOX 827 | | 06 | OIL CITY, LA 71061-0000 | | NO CONTACT GIVEN | (318)995- 7963 | OFFICE |
| 01 | P. O. BOX 827 | | 09 | OIL CITY, LA 71061-0000 | | NONE SPECIFIED | (318)995- 7963 | OFFICE |

Organization Officers

| Officer Name | Title |
|-----------------|-------|
| JAMES L. BARBER | OWNER |

Organization Red Flags

No Data Found

Organization Name

| Org ID | Name |
|--------|-------------------------------|
| 1133 | CARUTHERS PRODUCING CO., INC. |

Address Information

| Oper Type | Addr1 | Addr2 | Add Type | City, State Zip | ATTN Name | Contact Name | Phone Num | Phone Type |
|--------------------|------------------------------|-------------------|--------------------|---------------------------|------------|--------------|-------------------|------------|
| 01 | 1510 BECK BUILDING | 400 TRAVIS STREET | 01 | SHREVEPORT, LA 71101-3182 | | ART WALKER | (318)222-0285 301 | OFFICE |
| | | | | | | | (318)221-6089 | FAX-OFFICE |
| 01 | 1510 BECK BUILDING | 400 TRAVIS STREET | 03 | SHREVEPORT, LA 71101-3182 | | ART WALKER | (318)222-0285 301 | OFFICE |
| 01 | 1510 BECK BUILDING | 400 TRAVIS STREET | 05 | SHREVEPORT, LA 71101-0000 | | ART WALKER | (318)222-0285 301 | OFFICE |
| | | | | | | | (318)221-6089 | FAX-OFFICE |
| 01 | 1510 BECK BUILDING | 400 TRAVIS STREET | 06 | SHREVEPORT, LA 71101-3182 | | ART WALKER | (318)222-0285 301 | OFFICE |
| 01 | 400 TRAVIS STREET SUITE 1510 | | 09 | SHREVEPORT, LA 71101-0000 | ART WALKER | ART WALKER | (318)222-0285 | OFFICE |
| 01 | 1510 BECK BUILDING | 400 TRAVIS STREET | 11 | SHREVEPORT, LA 71101-3182 | | ART WALKER | (318)222-0285 301 | OFFICE |
| | | | | | | | (318)221-6089 | FAX-OFFICE |

Organization Officers

| Officer Name | Title |
|--------------|----------|
| ART WALKER | CHAIRMAN |

| | |
|----------------|-----------|
| WITT CARUTHERS | PRESIDENT |
|----------------|-----------|

Organization Red Flags

| Effective Date | End Date | Warning Status | Warning Description |
|----------------|------------|----------------|---|
| 02/06/2007 | 02/22/2007 | F | FINE-CIVIL PENALTY HAS BEEN ISSUED |
| 05/31/2007 | 06/15/2007 | F | FINE-CIVIL PENALTY HAS BEEN ISSUED |
| 05/31/2007 | 06/18/2007 | F | FINE-CIVIL PENALTY HAS BEEN ISSUED |
| 10/03/2007 | 10/12/2007 | F | FINE-CIVIL PENALTY HAS BEEN ISSUED |
| 06/05/2007 | 06/21/2007 | F | FINE-CIVIL PENALTY HAS BEEN ISSUED |
| 11/02/2001 | 12/10/2001 | F | FINE-CIVIL PENALTY HAS BEEN ISSUED |
| 07/11/2006 | 08/02/2006 | F | FINE-CIVIL PENALTY HAS BEEN ISSUED |
| 05/21/2002 | 08/08/2002 | F | FINE-CIVIL PENALTY HAS BEEN ISSUED |
| 06/05/2000 | 06/14/2000 | S | FORM R-4 SUSPENDED FOR PRODUCTION AUDIT DISCREPANCIES |

Organization Name

| Org ID | Name |
|--------|------------------------|
| 1146 | JOHN D. CARUTHERS, JR. |

Address Information

| Oper Type | Addr1 | Addr2 | Add Type | City, State Zip | ATTN Name | Contact Name | Phone Num | Phone Type |
|--------------------|-----------------------|-------------------|--------------------|---------------------------|-----------|------------------|-----------|------------|
| 01 | NO ADDRESS ON RECORD. | | 01 | N/A, ZZZZZ 00000-0000 | | NO CONTACT GIVEN | | |
| 01 | NO ADDRESS ON RECORD. | | 03 | N/A, ZZZZZ 00000-0000 | | NO CONTACT GIVEN | | |
| 01 | 1510 BECK BUILDING | 400 TRAVIS STREET | 05 | SHREVEPORT, LA 71101-0000 | | NO CONTACT GIVEN | | |
| 01 | 1510 BECK BUILDING | 400 TRAVIS STREET | 09 | SHREVEPORT, LA 71101-0000 | | NONE SPECIFIED | | |

Organization Officers

No Data Found

Organization Red Flags

No Data Found

Wells By Field By Organization

ALL WELL STATUS CODES

| Field Id | Field Name | Organization Id | Organization Name |
|----------|-------------------|-----------------|-------------------------|
| 2152 | CADDO PINE ISLAND | Q008 | QUALITY PETROLEUM, INC. |

| Cnt | Well Serial | Luw Code | Psh Code | Well Name | Well Num | Sec | Twns | Rng | Meridian | Well Status | Class | Class Type |
|-----|------------------------|----------|--------------------|-------------------|----------|-----|------|-----|----------|-------------|-------|------------|
| 1 | 179621 | 040286 | 09 | HOFFMAN ET AL | 001 | 004 | 21N | 16W | W | 23 | | |
| 2 | 204286 | 042848 | 09 | ELLERBE ESTATE | 003 | 005 | 21N | 16W | W | 23 | | |
| 3 | 219667 | | 09 | ELLERBE | 001 | 005 | 21N | 16W | W | 23 | | |
| 4 | 221242 | | 09 | HOFFMAN ET AL | 002 | 004 | 21N | 16W | W | 03 | | |
| 5 | 223206 | | 09 | DOUGLAS | 001 | 009 | 21N | 14W | W | 03 | | |
| 6 | 223207 | | 09 | DOUGLAS | 002 | 009 | 21N | 14W | W | 03 | | |
| 7 | 971241 | | 09 | HOFFMAN ET AL SWD | 001 | 004 | 21N | 16W | W | 30 | II | 5 |
| 8 | 972834 | | 09 | HOFFMAN SWD | 002 | 004 | 21N | 16W | W | 03 | II | 5 |

Well Information

Review Well Information

WELLS

| SERIAL | WELL NAME | WELL NUM | ORG ID | FIELD | PARISH | PROD TYPE | SEC | TWN | RGE | EFFECTIVE DATE | API NUM |
|--------|---------------|----------|----------------------|----------------------|--------------------|--------------------|-----|-----|-----|----------------|----------------|
| 179621 | HOFFMAN ET AL | 001 | Q008 | 2152 | 09 | 10 | 004 | 21N | 16W | 03/20/2001 | 17017246760000 |

| PRMT DATE | SPUD DATE | STAT DATE | ST CD |
|------------|------------|------------|--------------------|
| 01/22/1982 | 01/27/1982 | 03/20/2001 | 23 |

WELL SURFACE COORDINATES

| Surface Longitude | Surface Latitude | Lambert X | Lambert Y | Zone | Datum |
|-------------------|------------------|-----------|-----------|------|--------|
| -- | -- | 1530409 | 794650 | N | NAD-27 |

WELL SURFACE COORDINATES GENERATED BY DNR

| UTMX 83 | UTMY 83 | LONGITUDE 83 | LATITUDE 83 |
|------------------|------------------|-------------------|------------------|
| 403700.167221103 | 3634264.69998757 | -94.0290220660304 | 32.8422202234825 |

BOTTOM HOLE COORD

| EFFECTIVE DATE | END DATE | PLUGBACK TOTAL DEPTH | TRUE VERTICAL DEPTH | MEASURED DEPTH | LAT DEG | LAT MIN | LAT SEC | LONG DEG | LONG MIN | LONG SEC | COORDINATE SOURCE | LAMBE X |
|----------------|------------|----------------------|---------------------|----------------|---------|---------|---------|----------|----------|----------|--------------------|---------|
| 01/01/1982 | 04/01/1982 | | 0 | 0 | | | | | | | 03 | 0 |

WELL HISTORY

| SERIAL | WELL NAME | WELL NUM | ORG ID | FIELD | ST CD | PT | WELL CLASS | EFF DATE | END DATE | STAT DATE |
|--------|---------------|----------|--------|-------|-------|----|------------|------------|------------|------------|
| 179621 | HOFFMAN ET AL | 001 | Q008 | 2152 | 23 | 10 | | 03/20/2001 | | 03/20/2001 |
| 179621 | HOFFMAN ET AL | 001 | Q008 | 2152 | 10 | 10 | | 01/01/1998 | 03/19/2001 | 01/22/1982 |
| 179621 | HOFFMAN ET AL | 001 | Q008 | 2152 | 10 | 10 | | 07/01/1997 | 01/01/1998 | 01/22/1982 |
| 179621 | HOFFMAN ET AL | 001 | Q008 | 2152 | 10 | 10 | | 01/01/1997 | 07/01/1997 | 01/22/1982 |
| | | | | | | | | | | |

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|--------|---------------|-----|------|------|----|----|------------|------------|------------|
| 179621 | HOFFMAN ET AL | 001 | Q008 | 2152 | 10 | 10 | 11/01/1996 | 01/01/1997 | 01/22/1982 |
| 179621 | HOFFMAN ET AL | 001 | 0104 | 2152 | 10 | 10 | 01/01/1996 | 11/01/1996 | 01/22/1982 |
| 179621 | HOFFMAN ET AL | 001 | 0104 | 2152 | 10 | 10 | 01/01/1995 | 01/01/1996 | 01/22/1982 |
| 179621 | HOFFMAN ET AL | 001 | 0104 | 2152 | 10 | 10 | 01/01/1994 | 01/01/1995 | 01/22/1982 |
| 179621 | HOFFMAN ET AL | 001 | 0104 | 2152 | 10 | 10 | 01/01/1993 | 01/01/1994 | 01/22/1982 |
| 179621 | HOFFMAN ET AL | 001 | 0104 | 2152 | 10 | 10 | 07/01/1992 | 01/01/1993 | 01/22/1982 |
| 179621 | HOFFMAN ET AL | 001 | 0104 | 2152 | 10 | 10 | 06/01/1992 | 07/01/1992 | 01/22/1982 |
| 179621 | HOFFMAN ET AL | 001 | 2928 | 2152 | 10 | 10 | 01/01/1992 | 06/01/1992 | 01/22/1982 |
| 179621 | HOFFMAN ET AL | 001 | 2928 | 2152 | 10 | 10 | 01/01/1991 | 01/01/1992 | 01/22/1982 |
| 179621 | HOFFMAN ET AL | 001 | 2928 | 2152 | 10 | 10 | 02/01/1990 | 01/01/1991 | 01/22/1982 |
| 179621 | HOFFMAN ET AL | 001 | 0392 | 2152 | 10 | 10 | 01/01/1990 | 02/01/1990 | 01/22/1982 |
| 179621 | HOFFMAN ET AL | 001 | 0392 | 2152 | 10 | 10 | 01/01/1989 | 01/01/1990 | 01/22/1982 |
| 179621 | HOFFMAN ET AL | 001 | 0392 | 2152 | 10 | 10 | 08/01/1986 | 01/01/1989 | 01/22/1982 |
| 179621 | HOFFMAN ET AL | 001 | 0392 | 2152 | 10 | 10 | 01/01/1985 | 08/01/1986 | 01/22/1982 |
| 179621 | HOFFMAN ET AL | 001 | 0392 | 2152 | 10 | 10 | 11/01/1983 | 01/01/1985 | 01/22/1982 |
| 179621 | HOFFMAN ET AL | 001 | 0392 | 2152 | 10 | 10 | 10/01/1983 | 10/01/1983 | 01/22/1982 |
| 179621 | HOFFMAN ET AL | 001 | 0392 | 2152 | 10 | 10 | 10/01/1983 | 11/01/1983 | 01/22/1982 |
| 179621 | HOFFMAN ET AL | 001 | 1133 | 2152 | 10 | 10 | 04/01/1983 | 10/01/1983 | 01/22/1982 |
| 179621 | HOFFMAN ET AL | 001 | 1133 | 2152 | 10 | 10 | 01/01/1983 | 04/01/1983 | 01/22/1982 |
| 179621 | HOFFMAN ET AL | 001 | 1133 | 2152 | 10 | 10 | 12/01/1982 | 01/01/1983 | 01/22/1982 |
| 179621 | HOFFMAN ET AL | 001 | 1133 | 2152 | 10 | 10 | 11/01/1982 | 12/01/1982 | 01/22/1982 |
| 179621 | HOFFMAN ET AL | 001 | 1146 | 2152 | 10 | 10 | 04/01/1982 | 11/01/1982 | 01/22/1982 |
| 179621 | HOFFMAN ET AL | 001 | 1146 | 2152 | 01 | 00 | 01/01/1982 | 04/01/1982 | 01/22/1982 |

SCOUT INFO

| REPORT DATE | WELL STATUS | MEASURED DEPTH | TRUE VERT DEPTH | DETAIL |
|-------------|-------------|----------------|-----------------|--------|
|-------------|-------------|----------------|-----------------|--------|

PERFORATIONS

| SERIAL NUM | COMPLETION DATE | UPPER PERF | LOWER PERF | SANDS | RESERVOIR |
|------------|-----------------|------------|------------|-------|-----------|
|------------|-----------------|------------|------------|-------|-----------|

WELL TESTS

| RPT TYP | TEST DATE | RPT DATE | OIL POT | COND | GAS DEL | WATER | BSW% | FLOW PRES | SHUTIN PRES | CHOKE | UPPER PERF | LOWER PERF | BOT HOLE PRES |
|---------|------------|------------|---------|------|---------|-------|------|-----------|-------------|-------|------------|------------|---------------|
| SDM2O | 10/26/1983 | 10/01/1983 | 8 | 0 | 0 | 90 | 92 | 0 | | | 2369 | 2372 | |

WELL ALLOWABLES

| EFFECTIVE DATE | END DATE | LWU CODE | LWU TYPE CODE | ALLOWABLE | ESTIMATED POTENTIAL | CURRENT ALLOWABLE TYPE |
|----------------|------------|----------|---------------|-----------|---------------------|------------------------|
| 04/01/1983 | 04/30/1983 | 040286 | 1 | 0 | 0 | 1 |

WELL PRODUCTION

| RPT DATE | LWU CODE | STORAGE FAC | DOC USE | WELL CNT | OPENING STK | OIL PROD | GAS PROD | DISPOSITION | CLOSING STK | PARISH |
|------------|----------|-------------|---------|----------|-------------|----------|----------|-------------|-------------|--------|
| 03/01/2001 | 040286 | | | 1 | 168 | -168 | 0 | 0 | 0 | CADDO |
| 02/01/2001 | 040286 | | | 1 | 168 | 0 | 0 | 0 | 168 | CADDO |
| 01/01/2001 | 040286 | | | 0 | 168 | 0 | 0 | 0 | 168 | CADDO |
| 12/01/2000 | 040286 | | | 1 | 168 | 0 | 0 | 0 | 168 | CADDO |
| 11/01/2000 | 040286 | | | 1 | 168 | 0 | 0 | 0 | 168 | CADDO |
| 10/01/2000 | 040286 | | | 1 | 168 | 0 | 0 | 0 | 168 | CADDO |
| 09/01/2000 | 040286 | | | 1 | 168 | 0 | 0 | 0 | 168 | CADDO |
| 08/01/2000 | 040286 | | | 1 | 168 | 0 | 0 | 0 | 168 | CADDO |
| 07/01/2000 | 040286 | | | 1 | 168 | 0 | 0 | 0 | 168 | CADDO |
| 06/01/2000 | 040286 | | | 1 | 168 | 0 | 0 | 0 | 168 | CADDO |
| 05/01/2000 | 040286 | | | 1 | 168 | 0 | 0 | 0 | 168 | CADDO |
| 04/01/2000 | 040286 | | | 1 | 168 | 0 | 0 | 0 | 168 | CADDO |
| 03/01/2000 | 040286 | | | 1 | 168 | 0 | 0 | 0 | 168 | CADDO |
| 02/01/2000 | 040286 | | | 1 | 168 | 0 | 0 | 0 | 168 | CADDO |
| 01/01/2000 | 040286 | | | 1 | 168 | 0 | 0 | 0 | 168 | CADDO |
| 12/01/1999 | 040286 | | | 1 | 168 | 0 | 0 | 0 | 168 | CADDO |
| 11/01/1999 | 040286 | | | 1 | 168 | 0 | 0 | 0 | 168 | CADDO |
| 10/01/1999 | 040286 | | | 1 | 168 | 0 | 0 | 0 | 168 | CADDO |

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|------------|--------|---|-----|-----|---|-----|-----|-------|
| 09/01/1999 | 040286 | 0 | 168 | 0 | 0 | 0 | 168 | CADDO |
| 08/01/1999 | 040286 | 1 | 168 | 0 | 0 | 0 | 168 | CADDO |
| 07/01/1999 | 040286 | 1 | 175 | -7 | 0 | 0 | 168 | CADDO |
| 06/01/1999 | 040286 | 1 | 164 | 11 | 0 | 0 | 175 | CADDO |
| 05/01/1999 | 040286 | 1 | 154 | 10 | 0 | 0 | 164 | CADDO |
| 04/01/1999 | 040286 | 1 | 144 | 10 | 0 | 0 | 154 | CADDO |
| 03/01/1999 | 040286 | 1 | 138 | 6 | 0 | 0 | 144 | CADDO |
| 02/01/1999 | 040286 | 1 | 120 | 18 | 0 | 0 | 138 | CADDO |
| 01/01/1999 | 040286 | 1 | 110 | 10 | 0 | 0 | 120 | CADDO |
| 12/01/1998 | 040286 | 1 | 100 | 10 | 0 | 0 | 110 | CADDO |
| 11/01/1998 | 040286 | 1 | 95 | 5 | 0 | 0 | 100 | CADDO |
| 10/01/1998 | 040286 | 1 | 92 | 3 | 0 | 0 | 95 | CADDO |
| 09/01/1998 | 040286 | 0 | 92 | 0 | 0 | 0 | 92 | CADDO |
| 08/01/1998 | 040286 | 1 | 90 | 2 | 0 | 0 | 92 | CADDO |
| 07/01/1998 | 040286 | 1 | 158 | 6 | 0 | 74 | 90 | CADDO |
| 06/01/1998 | 040286 | 1 | 153 | 5 | 0 | 0 | 158 | CADDO |
| 05/01/1998 | 040286 | 1 | 151 | 2 | 0 | 0 | 153 | CADDO |
| 04/01/1998 | 040286 | 1 | 106 | 45 | 0 | 0 | 151 | CADDO |
| 03/01/1998 | 040286 | 1 | 76 | 30 | 0 | 0 | 106 | CADDO |
| 02/01/1998 | 040286 | 1 | 46 | 30 | 0 | 0 | 76 | CADDO |
| 01/01/1998 | 040286 | 1 | 157 | 30 | 0 | 141 | 46 | CADDO |
| 12/01/1997 | 040286 | 1 | 37 | 120 | 0 | 0 | 157 | CADDO |
| 11/01/1997 | 040286 | 1 | 33 | 120 | 0 | 116 | 37 | CADDO |
| 10/01/1997 | 040286 | 1 | 134 | 90 | 0 | 191 | 33 | CADDO |
| 09/01/1997 | 040286 | 1 | 59 | 75 | 0 | 0 | 134 | CADDO |
| 08/01/1997 | 040286 | 1 | 75 | 128 | 0 | 144 | 59 | CADDO |
| 07/01/1997 | 040286 | 1 | 129 | 20 | 0 | 74 | 75 | CADDO |
| | | | | | | | | |

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|------------|--------|---|-----|-----|---|-----|-----|-------|
| 06/01/1997 | 040286 | 1 | 99 | 30 | 0 | 0 | 129 | CADDO |
| 05/01/1997 | 040286 | 1 | 181 | 20 | 0 | 102 | 99 | CADDO |
| 04/01/1997 | 040286 | 1 | 81 | 100 | 0 | 0 | 181 | CADDO |
| 03/01/1997 | 040286 | 1 | 154 | 120 | 0 | 193 | 81 | CADDO |
| 02/01/1997 | 040286 | 1 | 16 | 138 | 0 | 0 | 154 | CADDO |
| 01/01/1997 | 040286 | 1 | 39 | 130 | 0 | 153 | 16 | CADDO |
| 12/01/1996 | 040286 | 1 | 30 | 160 | 0 | 151 | 39 | CADDO |
| 11/01/1996 | 040286 | 0 | 30 | 0 | 0 | 0 | 30 | CADDO |
| 10/01/1996 | 040286 | 1 | 46 | 111 | 0 | 127 | 30 | CADDO |
| 09/01/1996 | 040286 | 1 | 84 | 111 | 0 | 149 | 46 | CADDO |
| 08/01/1996 | 040286 | 1 | 65 | 101 | 0 | 82 | 84 | CADDO |
| 07/01/1996 | 040286 | 1 | 46 | 99 | 0 | 80 | 65 | CADDO |
| 06/01/1996 | 040286 | 1 | 34 | 93 | 0 | 81 | 46 | CADDO |
| 05/01/1996 | 040286 | 1 | 84 | 109 | 0 | 159 | 34 | CADDO |
| 04/01/1996 | 040286 | 1 | 59 | 106 | 0 | 81 | 84 | CADDO |
| 03/01/1996 | 040286 | 1 | 42 | 96 | 0 | 79 | 59 | CADDO |
| 02/01/1996 | 040286 | 1 | 34 | 84 | 0 | 76 | 42 | CADDO |
| 01/01/1996 | 040286 | 1 | 37 | 133 | 0 | 136 | 34 | CADDO |
| 12/01/1995 | 040286 | 1 | 36 | 122 | 0 | 121 | 37 | CADDO |
| 11/01/1995 | 040286 | 1 | 46 | 116 | 0 | 126 | 36 | CADDO |
| 10/01/1995 | 040286 | 1 | 66 | 120 | 0 | 140 | 46 | CADDO |
| 09/01/1995 | 040286 | 1 | 96 | 119 | 0 | 149 | 66 | CADDO |
| 08/01/1995 | 040286 | 1 | 111 | 121 | 0 | 136 | 96 | CADDO |
| 07/01/1995 | 040286 | 1 | 152 | 76 | 0 | 117 | 111 | CADDO |
| 06/01/1995 | 040286 | 0 | 152 | 0 | 0 | 0 | 152 | CADDO |
| 05/01/1995 | 040286 | 1 | 29 | 255 | 0 | 132 | 152 | CADDO |
| 04/01/1995 | 040286 | 1 | 71 | 102 | 0 | 144 | 29 | CADDO |
| | | | | | | | | |

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|------------|--------|---|-----|-----|---|-----|-----|-------|
| 03/01/1995 | 040286 | 1 | 87 | 126 | 0 | 142 | 71 | CADDO |
| 02/01/1995 | 040286 | 1 | 111 | 126 | 0 | 150 | 87 | CADDO |
| 01/01/1995 | 040286 | 1 | 29 | 245 | 0 | 163 | 111 | CADDO |
| 12/01/1994 | 040286 | 0 | 29 | 0 | 0 | 0 | 29 | CADDO |
| 11/01/1994 | 040286 | 1 | 75 | 108 | 0 | 154 | 29 | CADDO |
| 10/01/1994 | 040286 | 1 | 119 | 115 | 0 | 159 | 75 | CADDO |
| 09/01/1994 | 040286 | 1 | 38 | 239 | 0 | 158 | 119 | CADDO |
| 08/01/1994 | 040286 | 0 | 38 | 0 | 0 | 0 | 38 | CADDO |
| 07/01/1994 | 040286 | 1 | 60 | 119 | 0 | 141 | 38 | CADDO |
| 06/01/1994 | 040286 | 1 | 124 | 93 | 0 | 157 | 60 | CADDO |
| 05/01/1994 | 040286 | 1 | 129 | 153 | 0 | 158 | 124 | CADDO |
| 04/01/1994 | 040286 | 1 | 29 | 260 | 0 | 160 | 129 | CADDO |
| 03/01/1994 | 040286 | 0 | 29 | 0 | 0 | 0 | 29 | CADDO |
| 02/01/1994 | 040286 | 1 | 75 | 109 | 0 | 155 | 29 | CADDO |
| 01/01/1994 | 040286 | 1 | 92 | 136 | 0 | 153 | 75 | CADDO |
| 12/01/1993 | 040286 | 1 | 111 | 138 | 0 | 157 | 92 | CADDO |
| 11/01/1993 | 040286 | 1 | 137 | 131 | 0 | 157 | 111 | CADDO |
| 10/01/1993 | 040286 | 4 | 182 | 106 | 0 | 151 | 137 | CADDO |
| 09/01/1993 | 040286 | 0 | 182 | 0 | 0 | 0 | 182 | CADDO |
| 08/01/1993 | 040286 | 1 | 48 | 288 | 0 | 154 | 182 | CADDO |
| 07/01/1993 | 040286 | 1 | 61 | 141 | 0 | 154 | 48 | CADDO |
| 06/01/1993 | 040286 | 1 | 72 | 140 | 0 | 151 | 61 | CADDO |
| 05/01/1993 | 040286 | 1 | 79 | 136 | 0 | 143 | 72 | CADDO |
| 04/01/1993 | 040286 | 1 | 92 | 137 | 0 | 150 | 79 | CADDO |
| 03/01/1993 | 040286 | 1 | 90 | 148 | 0 | 146 | 92 | CADDO |
| 02/01/1993 | 040286 | 1 | 113 | 136 | 0 | 159 | 90 | CADDO |
| 01/01/1993 | 040286 | 1 | 106 | 156 | 0 | 149 | 113 | CADDO |
| | | | | | | | | |

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|------------|--------|---|-----|-----|---|-----|-----|-------|
| 12/01/1992 | 040286 | 1 | 107 | 155 | 0 | 156 | 106 | CADDO |
| 11/01/1992 | 040286 | 1 | 114 | 142 | 0 | 149 | 107 | CADDO |
| 10/01/1992 | 040286 | 1 | 81 | 177 | 0 | 144 | 114 | CADDO |
| 09/01/1992 | 040286 | 1 | 54 | 177 | 0 | 150 | 81 | CADDO |
| 08/01/1992 | 040286 | 1 | 20 | 188 | 0 | 154 | 54 | CADDO |
| 07/01/1992 | 040286 | 1 | 25 | 144 | 0 | 149 | 20 | CADDO |
| 06/01/1992 | 040286 | 0 | 30 | -5 | 0 | 0 | 25 | CADDO |
| 05/01/1992 | 040286 | 1 | 30 | 100 | 0 | 100 | 30 | CADDO |
| 04/01/1992 | 040286 | 1 | 30 | 135 | 0 | 135 | 30 | CADDO |
| 03/01/1992 | 040286 | 1 | 30 | 93 | 0 | 93 | 30 | CADDO |
| 02/01/1992 | 040286 | 1 | 30 | 125 | 0 | 125 | 30 | CADDO |
| 01/01/1992 | 040286 | 1 | 30 | 113 | 0 | 113 | 30 | CADDO |
| 12/01/1991 | 040286 | 1 | 30 | 80 | 0 | 80 | 30 | CADDO |
| 11/01/1991 | 040286 | 1 | 30 | 120 | 0 | 120 | 30 | CADDO |
| 10/01/1991 | 040286 | 1 | 30 | 121 | 0 | 121 | 30 | CADDO |
| 09/01/1991 | 040286 | 1 | 30 | 121 | 0 | 121 | 30 | CADDO |
| 08/01/1991 | 040286 | 1 | 24 | 122 | 0 | 116 | 30 | CADDO |
| 07/01/1991 | 040286 | 1 | 24 | 155 | 0 | 155 | 24 | CADDO |
| 06/01/1991 | 040286 | 1 | 24 | 80 | 0 | 80 | 24 | CADDO |
| 05/01/1991 | 040286 | 1 | 24 | 127 | 0 | 127 | 24 | CADDO |
| 04/01/1991 | 040286 | 1 | 24 | 127 | 0 | 127 | 24 | CADDO |
| 03/01/1991 | 040286 | 1 | 24 | 117 | 0 | 117 | 24 | CADDO |
| 02/01/1991 | 040286 | 1 | 24 | 122 | 0 | 122 | 24 | CADDO |
| 01/01/1991 | 040286 | 1 | 24 | 160 | 0 | 160 | 24 | CADDO |
| 12/01/1990 | 040286 | 1 | 24 | 79 | 0 | 79 | 24 | CADDO |
| 11/01/1990 | 040286 | 1 | 50 | 108 | 0 | 134 | 24 | CADDO |
| 10/01/1990 | 040286 | 1 | 50 | 128 | 0 | 128 | 50 | CADDO |
| | | | | | | | | |

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|------------|--------|---|-----|-----|---|-----|-----|-------|
| 09/01/1990 | 040286 | 1 | 50 | 120 | 0 | 120 | 50 | CADDO |
| 08/01/1990 | 040286 | 1 | 50 | 128 | 0 | 128 | 50 | CADDO |
| 07/01/1990 | 040286 | 1 | 40 | 150 | 0 | 140 | 50 | CADDO |
| 06/01/1990 | 040286 | 1 | 30 | 91 | 0 | 81 | 40 | CADDO |
| 05/01/1990 | 040286 | 1 | 30 | 128 | 0 | 128 | 30 | CADDO |
| 04/01/1990 | 040286 | 1 | 30 | 136 | 0 | 136 | 30 | CADDO |
| 03/01/1990 | 040286 | 1 | 30 | 103 | 0 | 103 | 30 | CADDO |
| 02/01/1990 | 040286 | 1 | 42 | 67 | 0 | 79 | 30 | CADDO |
| 01/01/1990 | 040286 | 1 | 40 | 2 | 0 | 0 | 42 | CADDO |
| 12/01/1989 | 040286 | 1 | 27 | 13 | 0 | 0 | 40 | CADDO |
| 11/01/1989 | 040286 | 1 | 155 | 39 | 0 | 167 | 27 | CADDO |
| 10/01/1989 | 040286 | 1 | 75 | 80 | 0 | 0 | 155 | CADDO |
| 09/01/1989 | 040286 | 1 | 128 | 110 | 0 | 163 | 75 | CADDO |
| 08/01/1989 | 040286 | 1 | 166 | 121 | 0 | 159 | 128 | CADDO |
| 07/01/1989 | 040286 | 1 | 46 | 120 | 0 | 0 | 166 | CADDO |
| 06/01/1989 | 040286 | 1 | 105 | 104 | 0 | 163 | 46 | CADDO |
| 05/01/1989 | 040286 | 1 | 162 | 97 | 0 | 154 | 105 | CADDO |
| 04/01/1989 | 040286 | 1 | 69 | 93 | 0 | 0 | 162 | CADDO |
| 03/01/1989 | 040286 | 1 | 108 | 119 | 0 | 158 | 69 | CADDO |
| 02/01/1989 | 040286 | 1 | 160 | 106 | 0 | 158 | 108 | CADDO |
| 01/01/1989 | 040286 | 1 | 55 | 105 | 0 | 0 | 160 | CADDO |
| 12/01/1988 | 040286 | 1 | 96 | 118 | 0 | 159 | 55 | CADDO |
| 11/01/1988 | 040286 | 1 | 140 | 121 | 0 | 165 | 96 | CADDO |
| 10/01/1988 | 040286 | 1 | 28 | 112 | 0 | 0 | 140 | CADDO |
| 09/01/1988 | 040286 | 1 | 70 | 126 | 0 | 168 | 28 | CADDO |
| 08/01/1988 | 040286 | 1 | 102 | 121 | 0 | 153 | 70 | CADDO |
| 07/01/1988 | 040286 | 1 | 144 | 121 | 0 | 163 | 102 | CADDO |
| | | | | | | | | |

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|------------|--------|---|-----|-----|---|-----|-----|-------|
| 06/01/1988 | 040286 | 1 | 28 | 116 | 0 | 0 | 144 | CADDO |
| 05/01/1988 | 040286 | 1 | 54 | 139 | 0 | 165 | 28 | CADDO |
| 04/01/1988 | 040286 | 1 | 72 | 134 | 0 | 152 | 54 | CADDO |
| 03/01/1988 | 040286 | 1 | 133 | 91 | 0 | 152 | 72 | CADDO |
| 02/01/1988 | 040286 | 1 | 58 | 75 | 0 | 0 | 133 | CADDO |
| 01/01/1988 | 040286 | 1 | 120 | 100 | 0 | 162 | 58 | CADDO |
| 12/01/1987 | 040286 | 1 | 30 | 90 | 0 | 0 | 120 | CADDO |
| 11/01/1987 | 040286 | 1 | 101 | 89 | 0 | 160 | 30 | CADDO |
| 10/01/1987 | 040286 | 1 | 142 | 114 | 0 | 155 | 101 | CADDO |
| 09/01/1987 | 040286 | 1 | 42 | 100 | 0 | 0 | 142 | CADDO |
| 08/01/1987 | 040286 | 1 | 106 | 99 | 0 | 163 | 42 | CADDO |
| 07/01/1987 | 040286 | 1 | 25 | 81 | 0 | 0 | 106 | CADDO |
| 06/01/1987 | 040286 | 1 | 79 | 107 | 0 | 161 | 25 | CADDO |
| 05/01/1987 | 040286 | 1 | 136 | 96 | 0 | 153 | 79 | CADDO |
| 04/01/1987 | 040286 | 1 | 29 | 107 | 0 | 0 | 136 | CADDO |
| 03/01/1987 | 040286 | 1 | 80 | 88 | 0 | 139 | 29 | CADDO |
| 02/01/1987 | 040286 | 1 | 106 | 137 | 0 | 163 | 80 | CADDO |
| 01/01/1987 | 040286 | 1 | 152 | 119 | 0 | 165 | 106 | CADDO |
| 12/01/1986 | 040286 | 1 | 40 | 112 | 0 | 0 | 152 | CADDO |
| 11/01/1986 | 040286 | 1 | 71 | 124 | 0 | 155 | 40 | CADDO |
| 10/01/1986 | 040286 | 1 | 90 | 141 | 0 | 160 | 71 | CADDO |
| 09/01/1986 | 040286 | 1 | 125 | 130 | 0 | 165 | 90 | CADDO |
| 08/01/1986 | 040286 | 1 | 150 | 132 | 0 | 157 | 125 | CADDO |
| 07/01/1986 | 040286 | 1 | 161 | 147 | 0 | 158 | 150 | CADDO |
| 06/01/1986 | 040286 | 1 | 26 | 135 | 0 | 0 | 161 | CADDO |
| 05/01/1986 | 040286 | 1 | 38 | 146 | 0 | 158 | 26 | CADDO |
| 04/01/1986 | 040286 | 1 | 34 | 157 | 0 | 153 | 38 | CADDO |
| | | | | | | | | |

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|------------|--------|---|-----|-----|---|-----|-----|-------|
| 03/01/1986 | 040286 | 1 | 42 | 133 | 0 | 141 | 34 | CADDO |
| 02/01/1986 | 040286 | 1 | 111 | 88 | 0 | 157 | 42 | CADDO |
| 01/01/1986 | 040286 | 1 | 113 | 156 | 0 | 158 | 111 | CADDO |
| 12/01/1985 | 040286 | 1 | 113 | 158 | 0 | 158 | 113 | CADDO |
| 11/01/1985 | 040286 | 1 | 124 | 147 | 0 | 158 | 113 | CADDO |
| 10/01/1985 | 040286 | 1 | 113 | 166 | 0 | 155 | 124 | CADDO |
| 09/01/1985 | 040286 | 1 | 120 | 151 | 0 | 158 | 113 | CADDO |
| 08/01/1985 | 040286 | 1 | 150 | 125 | 0 | 155 | 120 | CADDO |
| 07/01/1985 | 040286 | 1 | 108 | 193 | 0 | 151 | 150 | CADDO |
| 06/01/1985 | 040286 | 1 | 168 | 253 | 0 | 313 | 108 | CADDO |
| 05/01/1985 | 040286 | 1 | 114 | 209 | 0 | 155 | 168 | CADDO |
| 04/01/1985 | 040286 | 1 | 39 | 235 | 0 | 160 | 114 | CADDO |
| 03/01/1985 | 040286 | 1 | 90 | 274 | 0 | 325 | 39 | CADDO |
| 02/01/1985 | 040286 | 1 | 35 | 216 | 0 | 161 | 90 | CADDO |
| 01/01/1985 | 040286 | 1 | 155 | 122 | 0 | 242 | 35 | CADDO |
| 12/01/1984 | 040286 | 1 | 135 | 182 | 0 | 162 | 155 | CADDO |
| 11/01/1984 | 040286 | 1 | 165 | 309 | 0 | 339 | 135 | CADDO |
| 10/01/1984 | 040286 | 1 | 75 | 252 | 0 | 162 | 165 | CADDO |
| 09/01/1984 | 040286 | 1 | 142 | 260 | 0 | 327 | 75 | CADDO |
| 08/01/1984 | 040286 | 1 | 136 | 321 | 0 | 315 | 142 | CADDO |
| 07/01/1984 | 040286 | 1 | 26 | 275 | 0 | 165 | 136 | CADDO |
| 06/01/1984 | 040286 | 1 | 50 | 309 | 0 | 333 | 26 | CADDO |
| 05/01/1984 | 040286 | 1 | 68 | 309 | 0 | 327 | 50 | CADDO |
| 04/01/1984 | 040286 | 1 | 94 | 304 | 0 | 330 | 68 | CADDO |
| 03/01/1984 | 040286 | 1 | 122 | 303 | 0 | 331 | 94 | CADDO |
| 02/01/1984 | 040286 | 1 | 84 | 206 | 0 | 168 | 122 | CADDO |
| 01/01/1984 | 040286 | 1 | 112 | 304 | 0 | 332 | 84 | CADDO |
| | | | | | | | | |

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|------------|--------|---|-----|-----|---|-----|-----|-------|
| 12/01/1983 | 040286 | 1 | 63 | 221 | 0 | 172 | 112 | CADDO |
| 11/01/1983 | 040286 | 1 | 126 | 255 | 0 | 318 | 63 | CADDO |
| 10/01/1983 | 040286 | 1 | 70 | 226 | 0 | 170 | 126 | CADDO |
| 09/01/1983 | 040286 | 0 | 70 | 0 | 0 | 0 | 70 | CADDO |
| 08/01/1983 | 040286 | 0 | 70 | 0 | 0 | 0 | 70 | CADDO |
| 07/01/1983 | 040286 | 0 | 70 | 0 | 0 | 0 | 70 | CADDO |
| 06/01/1983 | 040286 | 0 | 70 | 0 | 0 | 0 | 70 | CADDO |
| 05/01/1983 | 040286 | 0 | 70 | 0 | 0 | 0 | 70 | CADDO |
| 04/01/1983 | 040286 | 0 | 70 | 0 | 0 | 0 | 70 | CADDO |
| 03/01/1983 | 040286 | 0 | 70 | 0 | 0 | 0 | 70 | CADDO |
| 02/01/1983 | 040286 | 0 | 70 | 0 | 0 | 0 | 70 | CADDO |
| 01/01/1983 | 040286 | 0 | 70 | 0 | 0 | 0 | 70 | CADDO |
| 12/01/1982 | 040286 | 0 | 70 | 0 | 0 | 0 | 70 | CADDO |
| 11/01/1982 | 040286 | 0 | 70 | 0 | 0 | 0 | 70 | CADDO |
| 10/01/1982 | 040286 | 1 | 30 | 40 | 0 | 0 | 70 | CADDO |
| 09/01/1982 | 040286 | 0 | 30 | 0 | 0 | 0 | 30 | CADDO |
| 08/01/1982 | 040286 | 0 | 30 | 0 | 0 | 0 | 30 | CADDO |
| 07/01/1982 | 040286 | 0 | 30 | 0 | 0 | 0 | 30 | CADDO |
| 06/01/1982 | 040286 | 0 | 30 | 0 | 0 | 0 | 30 | CADDO |
| 05/01/1982 | 040286 | 0 | 30 | 0 | 0 | 0 | 30 | CADDO |
| 04/01/1982 | 040286 | 1 | 0 | 30 | 0 | 0 | 30 | CADDO |

CASING

| COMPLETION DATE | CASING SIZE | WELLBORE SIZE | CASING WEIGHT | UPPER SET DEPTH | LOWER SET DEPTH | CEMENT SACKS | TEST PRESSURE | HOURS UNDER PRESSURE | TEST DATE | CASING PULLED | C F |
|-----------------|-------------|---------------|---------------|-----------------|-----------------|--------------|---------------|----------------------|------------|---------------|-----|
| 04/09/1982 | 0412 | 0778 | 9.5 | 0 | 2520 | 150 | 1000 | .5 | 02/11/1983 | | C T |
| 04/09/1982 | 0858 | 1214 | 23 | 0 | 505 | 280 | 1000 | .5 | 01/28/1982 | | C T |

PLUG AND ABANDON

| P and A DATE | LOCATION TYPE | CASING CUT TYPE | CASING CUT DEPTH | MUD WEIGHT LEFT | COMMENTS |
|---------------------|----------------------|------------------------|-------------------------|------------------------|-----------------|
|---------------------|----------------------|------------------------|-------------------------|------------------------|-----------------|

PLUGS

| PLUG TYPE | UPPER PLUG DEPTH | LOWER PLUG DEPTH | SACKS OF CEMENT | SLURRY WEIGHT |
|------------------|-------------------------|-------------------------|------------------------|----------------------|
|------------------|-------------------------|-------------------------|------------------------|----------------------|

TUBING AND PACKERS

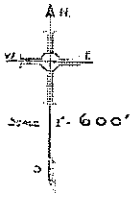
| COMPLETION DATE | TUBING SIZE | TUBING LOWER DEPTH | TUBING UPPER DEPTH | PACKER DEPTH |
|------------------------|--------------------|---------------------------|---------------------------|---------------------|
| 04/09/1982 | 02&03/08 | 2293 | 0 | |

APPENDIX 4

LANDOWNER RECORDS

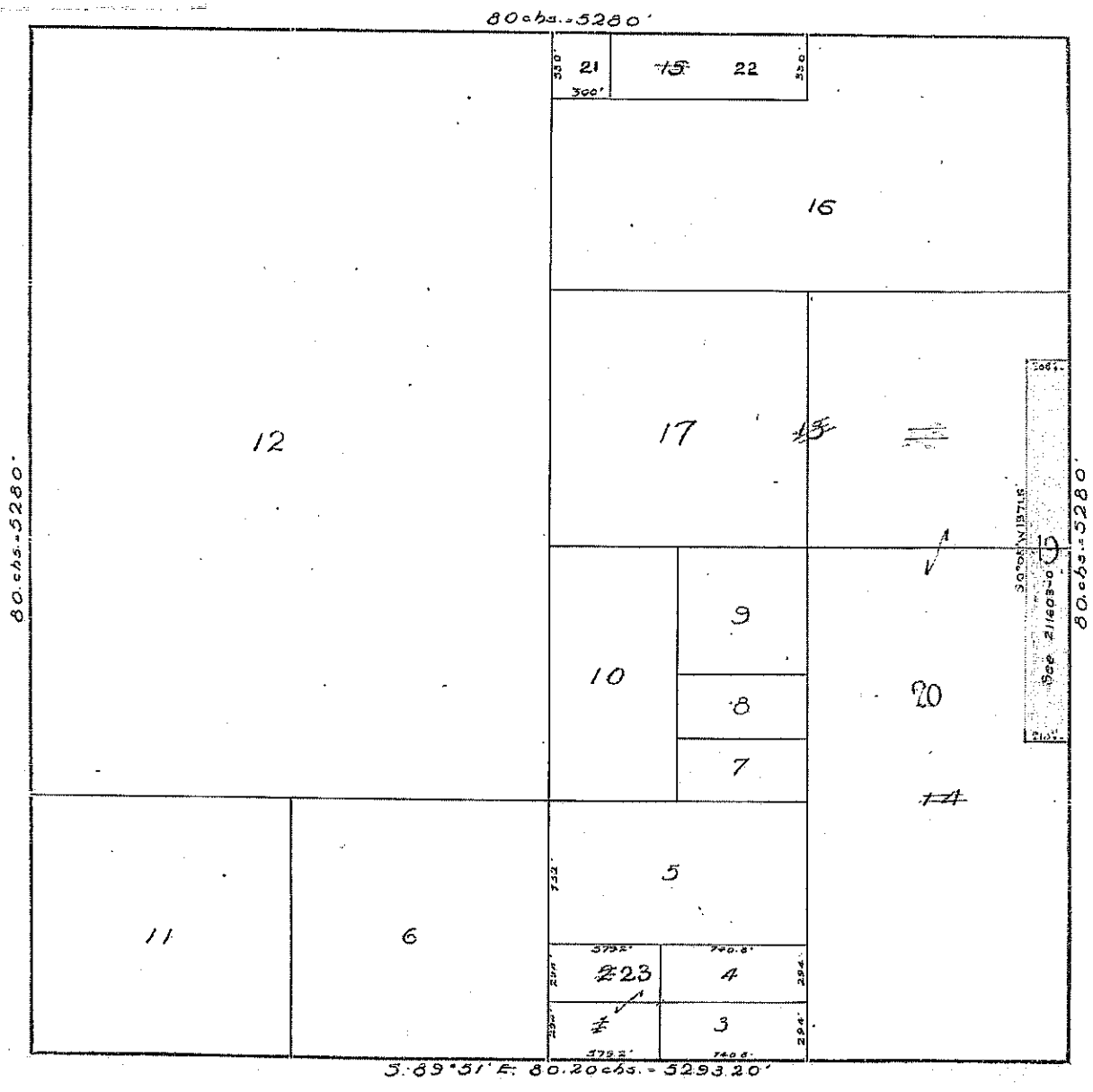
ASSESSOR'S BLOCK BOOK FOR THE PARISH OF CADDO, LOUISIANA

← SEC 4 - T. 21N - R. 16W ←



W. A. JENKINS
ASSESSOR

PATENT SE/4 OF NE/4 C.B. 1983-197
PATENT NW/4 OF SE/4 C.B. 1995-404



| | |
|---|---|
| Tract No. <u>8</u> subdivided <u>3/11</u> 19 <u>79</u> See Map, page <u>1870-1871</u> | Tract No. _____ subdivided _____ 19____ See Map, page _____ |
| Tract No. _____ subdivided _____ 19____ See Map, page _____ | Tract No. _____ subdivided _____ 19____ See Map, page _____ |
| Tract No. _____ subdivided _____ 19____ See Map, page _____ | Tract No. _____ subdivided _____ 19____ See Map, page _____ |
| Tract No. _____ subdivided _____ 19____ See Map, page _____ | Tract No. _____ subdivided _____ 19____ See Map, page _____ |
| Tract No. _____ subdivided _____ 19____ See Map, page _____ | Tract No. _____ subdivided _____ 19____ See Map, page _____ |

N HUBBARD, JAMES S.]
 /]
 A 612 HILLYER, HIGH ROAD]
 ANNISTON, AL.]
 362010000]

GEOG. NBR
 211604-000-0012-00
 TOWN TAX CODE
 REAL 001
 TODAYS DATE 04/01/08
 LAST UPDATED 06/06/89
 **** TAX DISTRICTS ****

*** LAST HISTORY INFORMATION ***
 HUBBARD, JAMES S.

LVD HOSP 0
 CWD1 WD4SD5
 SD2 FOREST 0
 WD7 SD7
 DDD WD8
 FIRE 07 0 DD3

**** ASSESSMENT DESCRIPTION ****
 240 ACRES-NW/4, N/2 OF SW/4 OF SEC 4-21-16
 211604-0-12.

NO HOMESTEAD
 32502 NONE
 USE VAL DATE-07/19/96

**** LAND CLASSES ****

| CLASS | NO. LOT/ACRES | LAND | TYPE | DEED CONV | PAGE |
|-------------|---------------|------|----------------|------------|------|
| 12 | 147.00 | 4310 | | 2566 | 75 |
| 13 | 93.00 | 1300 | RECORDING DATE | 12/21/1988 | |
| | | | LAST UPDATED | | |
| TOTAL LAND- | | 5610 | 01/01/03 | SP1- | |
| TOTAL IMPS- | | 0 | 01/01/91 | SP2- | |
| TOTAL ASMT- | | 5610 | | SP3- | |

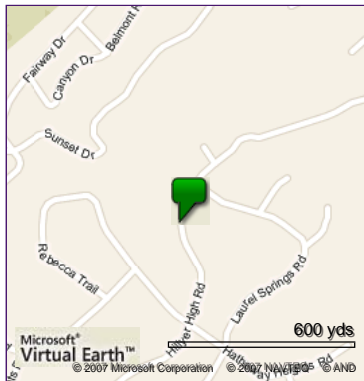
TRANSACTION CODE
 []
 GEOG. NBR
 [] [] [] [] []
 HOME []

Listing detail for James S & Jane C Hubbard

James S & Jane C Hubbard

612 Hillyer High Rd
Anniston, AL 36207-6249

(256) 237-7816



Listing date Dec. 2007

APPENDIX 5
ACCESS AGREEMENTS

NOTE TO FILE

Access Agreements for this facility will be provided by EPA.

APPENDIX 6
REFERENCES

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made this 20th day of August, 1981, between

JOHN P. HOFFMAN, JR., Individually and as Agent and Attorney in Fact for GUS W. COLVIN, JR., JANE COLVIN HUBBARD, PATTY COLVIN HALL, CRAWFORD COLVIN JINKS, BERTHA W. JINKS, JEAN MANSELL COLVIN, JOHN M. COLVIN, JR., PATTIE COLVIN BOND, MARY ALSTON COLVIN DAVIS, JAMES LUDWIG COLVIN and DOROTHY COLVIN JORDAN; JEANI M. MAGEE, Tutrix of CHARLES MARCOM COLVIN, BEVERLY CATHERINE COLVIN, and JAMES DAVID COLVIN; 721 Long Leaf Road, Shreveport, LA.

JOHN D. CARUTHERS, JR., husband of Jane Caruthers

lessor (whether one or more), and 505 Louisiana Bank Bldg., Shreveport, LA 71101 lessee, WITNESSETH:

1. Lessor in consideration of TEN DOLLARS & Other Valuable Consideration (\$10.00 & O.V.C.), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee 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, telephone 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, or on any adjacent lands, the following described land in CADDO Parish, Louisiana, to-wit:

TOWNSHIP 22 NORTH, RANGE 16 WEST

SECTION 34: The South Half of the Southwest Quarter (S/2 of SW/4) lying west of Borter Lane, containing 67.27 acres, more or less. The Southeast Quarter of the Southeast Quarter (SE/4 of SE/4), containing 40 acres, more or less.

SECTION 35: The West Half of the Southwest Quarter (W/2 of SW/4).

TOWNSHIP 21 NORTH, RANGE 16 WEST

SECTION 3: A portion of the North Half of the Northwest Quarter (N/2 of NW/4); containing 51.06 acres, more or less. The south 49.52 acres of the West Half of the Southwest Quarter (W/2 of SW/4).

SECTION 4: The Northwest Quarter (NW/4) and the North Half of the Southwest Quarter (N/2 of SW/4), containing 240 acres, more or less. The south three-fourths of the East Half (S 3/4 of E/2), less 1971.5 feet of the north 2321.5 feet of the East 210 feet thereof, containing 110.42 acres, more or less. The Northeast Quarter of the Northeast Quarter (NE/4 of NE/4) and the south 30 acres of the Northwest Quarter of the Northeast Quarter (S. 30 ac. NW/4 NE/4).
The Northeast Quarter of the Northwest Quarter of the Southeast Quarter (NE/4 of NW/4 of SE/4).

Where the fraction one-eighth (1/8th) appears regarding royalty, it is agreed and understood to read three-sixteenths (3/16ths).

It is agreed that this lease covers all formations not heretofore leased and of record or currently held by production.

882554

RECORDED & INDEXED
AUG 28 1981
CADDOPARISH, LA.

This lease also covers and includes batures, accretions and all other land owned by Lessor adjacent to the land particularly described above. For the purpose of calculating the rental payments hereunder provided for, said land is estimated to comprise 718.27 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a period of ten years from the date hereof (called "primary term") and as long thereafter as (1) oil, gas, sulphur or other mineral is produced from said land hereunder or from land pooled therewith; or (2) it is maintained in force in any other manner herein provided.

(a) It is the intention of the parties that this lease shall also extend and apply to all outstanding mineral rights or servitudes affecting the lands herein described as the same may revert to Lessor, his heirs or assigns, from time to time.

3. The royalties to be paid by Lessee are: (a) on oil, and other hydrocarbons which are produced at the well in liquid form by ordinary production methods, one-eighth of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipe line to which the wells may be connected; Lessor's interest in either case to bear its proportion of any expenses for treating the oil to make it marketable as crude; Lessee may from time to time purchase any royalty oil or other liquid hydrocarbons in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas, or other gaseous substance produced from said land and sold or used off the premises or for the extraction of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; 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, either through unavoidable waste or leakage, or in order to recover oil or other liquid hydrocarbons, or returned to the ground, shall not be deemed to have been sold or used either on or off the premises within the meaning of this paragraph 3 hereof; (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 One and 50/100 Dollars (\$1.50) per long ton. Notwithstanding anything herein to the contrary, it is hereby agreed that each royalty owner may, at his option, take his royalty share of gas in kind. Within thirty (30) days after receipt of notice from the owner of the lease of the completion of a well capable of producing gas in paying quantities upon the leased premises or acreage pooled therewith, each royalty owner shall notify such owner in writing of his election to take his royalty share of gas in kind or of his election to allow such owner to dispose of such royalty share of gas. The failure of a royalty owner to make known his election to such owner shall be an election to allow the owner of the lease to dispose of such gas. If a royalty owner elects to take his royalty share of gas in kind, delivery of such gas shall be made at the well to him or his designate free of cost, expense and liability to the owner of the lease. If a royalty owner elects not to take his royalty share of gas in kind, the owner of the lease may contract for the sale of same upon the same terms and conditions under which such owner disposes of all gas produced and the royalty owner's proceeds for such gas shall thereafter be based upon the price received therefor by such owner.

4. If operations for drilling or mining are not commenced on said land or on land pooled therewith on or before one year from this date, this lease shall terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to the Lessor a rental of Seven Hundred Eighteen and 27/100 Dollars (\$718.27) which shall cover the privilege of deferring commencement of such operations for a period of twelve (12) months. In like manner and upon like payments or tenders, annually, the commencement of said operations may be further deferred for successive periods of the same number of months, each during the primary term. Payment or tender may be made to the Lessor or to the credit of Lessor in FIRST NATIONAL Bank

at Shreveport, LA which bank, or any successor thereof shall continue to be agent for the Lessor, and the Lessor's successors and assigns. If such bank (or any successor bank) shall fail, liquidate, or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default until thirty days after Lessor shall deliver to Lessee a recordable instrument, making provision for another method of payment,

or tender, and any depository charge is a liability of the Lessor. The payment or tender of rental may be made by the check or draft of Lessee or by check or draft of any other person, firm or corporation (tendered as rental hereunder) mailed or delivered to Lessor or to said bank on or before such date of payment.

5. This lease will continue in full force and effect within or beyond the primary term as long as any mineral is produced from said land hereunder or from land pooled therewith. If within the primary term and prior to discovery of oil, gas, sulphur or other mineral on said land or on land pooled therewith, Lessee should drill a dry hole or holes thereon or if after discovery of oil, gas, sulphur or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences or resumes the payment or tender of rentals or commences drilling operations or reworking operations on or before the rental paying date next ensuing after the expiration of ninety days from date of completion of such dry hole or cessation of production. If at any time subsequent to ninety days prior to the beginning of the last year of the primary term Lessee should complete the drilling of a dry hole thereon or on land pooled therewith, or production previously secured should cease from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If such dry hole or holes be completed or abandoned or such production cease within less than ninety days before the end of the primary term, this lease shall continue in force and effect for ninety days from such completion or abandonment or cessation of production. If at the expiration of the primary term or at the expiration of the ninety day period provided for in the preceding sentence, oil, gas, sulphur or other mineral is not being produced on said land or on land pooled therewith but Lessee is then engaged in drilling operations or reworking operations thereon, or if production previously secured should cease from any cause after the expiration of the primary term, this lease shall remain in force so long thereafter as Lessee either (a) is engaged in drilling operations or reworking operations with no cessation between operations or between such cessation of production and additional operations of more than ninety consecutive days; or (b) is producing oil, gas, sulphur or other mineral from said land hereunder or from land pooled therewith. If sulphur be encountered on said premises or on land pooled therewith this lease shall continue in force and effect so long as Lessee is engaged with due diligence in exploration for and/or erecting a plant for the production of sulphur and thereafter, subject to the foregoing provisions hereof, so long as oil, gas, sulphur or other mineral is produced from land hereunder or from land pooled therewith.

6. Lessee may at any time execute and deliver to Lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

7. If a well capable of producing gas or gas and gas condensate in paying quantities located on the leased premises (or acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in because of lack of market or marketing facilities, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Within forty-five (45) days after the expiration of each lease year (computed from the date hereof) during which such well is so shut in and no gas or gas condensate therefrom is sold or used off the premises, Lessee shall be obligated to pay to Lessor as royalty an amount equal to the annual delay rental herein provided applicable to the interest of Lessor in acreage embraced in this lease as of the end of such annual period (hereinafter referred to as minimum royalty) or if there has been actual production from the well during any part of the year, Lessee shall within the period stated pay to Lessor the difference between the amount of the proceeds of the royalty payable upon such actual production and the amount of the minimum royalty stipulated if the royalty upon actual production is less than the minimum royalty. Lessee shall use reasonable diligence to market gas or gas and gas condensate capable of being produced from such shut-in well, but shall be under no obligation to market such products under terms, conditions or circumstances which in Lessee's judgment exercised in good faith are unsatisfactory.

8. Lessee is hereby granted the right as to all or any part of the land described herein, without Lessor's joinder, to combine, pool or unitize the acreage royalty or mineral interest covered by this lease, or any portion thereof, with any other land, lease or leases, royalty or mineral interests in or under any other tract or tracts of land in the vicinity thereof, whether owned by Lessee or some other person or corporation so as to create, by the combination of such lands and leases, one or more operating units, provided that no one operating unit shall, in the case of gas, including condensate, embrace more than six hundred forty (640) acres, and in the case of oil, including casinghead gas, embrace more than forty (40) acres; and provided further, however, that if any spacing or other rules and regulations of the State or Federal commission, agency, or regulatory body having or claiming jurisdiction has heretofore or shall at any time hereafter prescribe a drilling or operating unit or spacing rule in the case of gas, including condensate, greater than six hundred forty (640) acres, or in the case of oil or casinghead gas greater than forty (40) acres, then the unit or units herein contemplated may have, or may be redesigned so as to have, as the case may be, the same surface content as, but not more than, the unit or the acreage in the spacing rule so prescribed. However, it is further specifically understood and agreed, anything herein to the contrary notwithstanding, that the Lessee shall have the right to, and the benefit of an acreage tolerance of ten per cent in excess of any drilling or operating unit authorized herein. In the event such operating unit or units is/are so created by Lessee, Lessor agrees to accept and shall receive out of the production or the proceeds from the production from such operating unit or units, such portion of the one-eighth royalty specified herein as the number of acres (mineral acres) out of this lease placed in any such operating unit or units bears to the total number of acres included in such operating unit or units. The commencement of a well, or the completion of a well to production of either oil, gas, casinghead gas, condensate, or other minerals on any portion of an operating unit in which all or any part of the land described herein is embraced, or production of oil, gas, casinghead gas, condensate, or other minerals therefrom shall have the same effect under the terms of this lease as if a well were commenced, completed or producing oil, gas, casinghead gas, condensate, or other minerals in paying quantities on the land embraced by this lease. Lessee shall execute in writing and file for record in the records of the Parish in which the lands herein leased are located, an instrument identifying or describing the pooled acreage or an instrument supplemental thereto redesignating same, as the case may be. Either prior to the securing of production from any unit created under the authority hereinabove granted, or after cessation of production therefrom Lessee shall have the right to dissolve the unit so created, without Lessor's joinder or further consent, by executing in writing and placing of record in the Parish or Parishes in which the lands making up such unit may be located, an instrument identifying and dissolving such unit.

9. If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

10. Lessee shall have and is especially granted the free use of any and all roads and passageways traversing the leased premises, the free use of any facility for subsurface disposal of salt water, and the free use of oil, gas, casinghead gas, condensate, coal and water from said land, except water from Lessor's wells, for all operations hereunder, including repressuring, pressure maintenance and recycling, and the royalty 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. In the event a well or wells, producing oil, gas, casinghead gas or condensate in paying quantities should be brought in on adjacent lands not owned by the Lessor and draining the leased premises, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances.

11. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, 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 such change or division in the ownership of the land, rentals or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee, at its principal place of business, with a certified copy of the instrument or instruments, constituting his chain of title from the original Lessor. In the event of an assignment of this lease as to a segregated portion of said land, or as to an undivided interest therein, the rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, or according to the

undivided interest of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder and, if Lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such Lessee, or assignee, or fail to comply with any other provisions of the lease, such default shall not affect this lease insofar as it covers a part of said lands upon which Lessee or any assignee thereof shall make payment of said rentals.

12. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, Lessee shall not be held in default in payment of such rentals or royalties (or the part thereof in dispute), until such suit, claim, dispute or question has been finally disposed of, and Lessee shall have thirty (30) days after being furnished with a certified copy of the instrument or instruments disposing of such suit, claim, or dispute, or after being furnished with proof sufficient, in Lessee's opinion, to settle such question, within which to make payment. Should the right or interest of Lessee hereunder be disputed by Lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against Lessee either as affecting the term of the lease or for any other purpose, and Lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

13. In case of cancellation or termination of this lease from any cause, Lessee shall have the right to retain, under the terms hereof, around each well producing, being worked on, or drilling hereunder, the number of acres in the form allocated to each such well under spacing and proration rules issued by the Commissioner of Conservation of the State of Louisiana, or any other State or Federal authority having control of such matters; or, in the absence of such rulings, forty (40) acres around each such well in as near a square form as practicable. 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. No unreasonable delay in payment of royalties first due upon minerals produced and marketed hereunder shall be deemed to have occurred unless there is delay in payment for an unreasonable time after demand therefor, and no delay in payment of royalties shall be deemed an active breach of obligations of Lessee hereunder.

14. It is expressly understood and agreed that the premises leased herein shall, for all the purposes of this lease, be considered and treated as owned in indivision by the Lessor and shall be developed and operated as one lease, and there shall be no obligation on the part of Lessee to offset wells on separate tracts into which the land covered by this lease may be now or hereafter divided by sale, or otherwise, or to furnish separate measuring or receiving tanks, and all rentals, royalties and other payments accruing hereunder shall be treated as an entirety and shall be divided among and paid to Lessor in the proportion that the acreage (mineral rights) owned by each bears to the entire leased acreage. Lessee may at any time or times pay or tender all rentals or other sums accruing hereunder to the joint credit of Lessor.

15. Notwithstanding the death of any party Lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, executors and administrators of such person.

16. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee at its option shall have the right to redeem for Lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. In case of payment of any such mortgage, taxes or other liens by Lessee, in addition to the right of subrogation herein granted, Lessee shall also have the right to retain any rentals or royalties which become due Lessor hereunder and to repay itself therefrom, and the retention of such rentals or royalties by Lessee shall have the same effect as if paid to the Lessor in whose behalf payment of any mortgage, taxes or other liens was made.

17. When drilling, reworking, production or other operations are delayed or interrupted by force majeure, that is, by storm, flood or other acts of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, or failure of carriers to transport or furnish facilities for transportation, or as a result of some law, order, rule, regulation, requisition or necessity of the government, Federal or State, or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding, but this lease shall be extended for a period of time equal to that during which Lessee is so prevented from conducting such drilling or reworking operations on, or producing oil, gas, casinghead gas, condensate or other minerals from, the premises; provided, this paragraph shall not relieve Lessee from the necessity of paying rentals during the primary term in order to continue this lease in force solely by force majeure, and during any period this lease is continued in force after its primary term solely by force majeure as herein provided, Lessee shall pay to the owners of the royalty hereunder the shut-in royalty provided in paragraph 7 hereof, without regard to whether or not there is a producing well shut in, located on said land or on land with which the leased premises or any part thereof has been pooled.

18. This lease shall be binding upon all who execute it, whether or not named in the body hereof as Lessor, and without regard to whether this same instrument, or any copy thereof, shall be executed by any other Lessor named above.

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

WITNESSES:

Simon Akers
James C. Gardner

John P. Hoffman, Jr.
JOHN P. HOFFMAN, JR., Individually
and as Attorney in Fact for Gus W. Colvin,
Jr., Jane Colvin Hubbard, Patty Colvin
Hall, Crawford Colvin Jinks, Bertha W.
Jinks, Jean Mansett Colvin, John M.
Colvin, Jr., Pattie Colvin Bond, Mary
Alston Colvin Davis, James Ludwig Col-
vin, and Dorothy Colvin Jordan

Jeani M. Magee
JEANI M. MAGEE, Tutrix of Charles
Marcom Colvin, Beverly Catherine
Colvin, and James David Colvin

STATE OF _____ }
_____ 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 in and for _____

STATE OF LOUISIANA }
PARISH of CADDO }

Before me, the undersigned authority, personally came and appeared James C. Gardner Jr.
who being first duly sworn deposes and says that he was one of the subscribing witnesses to the execution of the foregoing instrument by
JOHN P. HOFFMAN, JR.

who signed the same in his presence and that of the other subscribing witness(es) to such signature(s) whose name(s) (signatures) are
affixed as such, and that he now recognizes all said signatures to be true and genuine.

Sworn to and subscribed before me, notary, on this 21st day of AUGUST 1981

James C. Gardner Jr.
E. Carlton Murray
Notary Public in and for
E. CARLTON MURRAY
Notary Public, Caddo Parish, Louisiana
My Commission is for Life.

| | | | | |
|-----------|----------------------|------|----|-----------------|
| No. _____ | MINERAL LEASE | FROM | TO | Parish of _____ |
| _____ | | | | |

THE H. L. MANN COMPANY
BATH COAL
INCORPORATED
1401 PINE ST. NEW ORLEANS, LA. 70112

BATH'S FORM LOUISIANA SPEC. 14.BRI-2A-4 (2-77)

STATE OF _____ }
_____ of _____ }

Before me, the undersigned authority, personally came and appeared _____
who being first duly sworn deposes and says that he was one of the subscribing witnesses to the execution of the foregoing instrument for
and on behalf of _____

a corporation; that the same was executed for and on behalf of that corporation by _____
who signed his name thereto as the duly authorized representative of the corporation in the presence of affiant and the other subscribing witness
to that signature, whose name (signature) is affixed as such; and that he (affiant) now recognizes all said signatures to be true and genuine.

Sworn to and subscribed before me, notary, on this _____ day of _____ 19____

Notary Public in and for _____

THE BATH COMPANY
BATH'S FORM LOUISIANA SPEC. 14-BR1-2A

BATH'S FORM LOUISIANA SPEC. 14-BR1-2A

888211

CONV. X

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made this 22nd day of September 1961 between
ELEANOR HEROLD VALLHONRAT, wife of Juan B. Vallhonrat, 910 Clearbrook, Houston TX 77057
SIMON HEROLD, Agent and Attorney-in Fact for ROSEMARY H. LAZARD, wife
of JULES C. LAZARD, SIDNEY K. HEROLD, husband of BARBARA HEROLD and
ANNE HEROLD WINKS, wife of DONALD C. WINKS
Petroleum Tower
Shreveport, Louisiana 71101

JOHN D. CARUTHERS, JR., husband of Jane Caruthers,

lessor (whether one or more), and 505 Louisiana Bank Bldg., Shreveport, LA 71101
lessee, WITNESSETH:

1. Lessor in consideration of TEN DOLLARS & Other Valuable Considerations Dollars
(\$10.00 & OVC), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained,
hereby grants, leases and lets exclusively unto Lessee 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, telephone
lines, and other structures thereon to produce, save, take care of, treat, transport and own said products and for dredg-
ing and maintaining canals, constructing roads and bridges, and building houses for its employeess, 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, or on any adjacent lands, the following described

888211

land in CADDO Parish, Louisiana, to-wit:

TOWNSHIP 21 NORTH, RANGE 16 WEST

Section 4: The Northwest Quarter (NW/4), North Half of Southwest Quarter
(N/2 of SW/4); the Northeast Quarter of Northeast Quarter (NE/4 of NE/4)
and the South 30 acres of the Northwest Quarter of the Northeast Quarter
(S. 30 Ac. NW/4 of NE/4); the Northeast Quarter of the Northwest Quarter
of the Southeast Quarter (NE/4 of NW/4 of SE/4)

Section 3: The East Half of the Southeast Quarter of the Northwest Quarter
(E/2 of SE/4 of NW/4); the West Half of the Southwest Quarter of Northeast
Quarter (W/2 of SW/4 of NE/4).

Where the fraction one-eighth (1/8th) appears regarding royalty, it is agreed
and understood to read three-sixteenths (3/16ths).

It is agreed that this lease covers all formations not heretofore leased and
of record or currently held by production.

This lease also covers and includes batters, accretions and all other land owned by Lessor adjacent to the
land particularly described above. For the purpose of calculating the rental payments hereunder provided for, said
land is estimated to comprise 360.00 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a period of 20 years from the date hereof
(called "primary term") and as long thereafter as (1) oil, gas, sulphur or other mineral is produced from said land here-
under or from land pooled therewith; or (2) it is maintained in force in any other manner herein provided.

(a) It is the intention of the parties that this lease shall also extend and apply to all outstanding mineral rights
or servitudes affecting the lands herein described as the same may revert to Lessor, his heirs or assigns, from time to time.

3. The royalties to be paid by Lessee are: (a) on oil and other hydrocarbons which are produced at the well in
liquid form by ordinary production methods, one-eighth of that produced and saved from said land, same to be delivered
at the wells or to the credit of Lessor in the pipe line to which the wells may be connected; Lessor's interest in either case
to bear its proportion of any expenses for treating the oil to make it marketable as crude; Lessee may from time to time
purchase any royalty oil or other liquid hydrocarbons in its possession, paying the market price therefor prevailing for the
field where produced on the date of purchase; (b) on gas, including casinghead gas, or other gaseous substance produced
from said land and sold or used off the premises or for the extraction of gasoline or other products therefrom, the market
value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-
eighth of the amount realized from such sale; such gas, casinghead gas, residue gas, or gas of any other nature or descrip-
tion whatsoever, as may be disposed of for no consideration to Lessee, either through unavoidable waste or leakage, or in
order to recover oil or other liquid hydrocarbons, or returned to the ground, shall not be deemed to have been sold or
used either on or off the premises within the meaning of this paragraph 3 hereof; (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 One and 50/100 Dollars (\$1.50) per long ton. Notwithstanding anything herein to the contrary, it is hereby
agreed that each royalty owner may, at his option, take his royalty share of gas in kind. Within thirty (30) days
after receipt of notice from the owner of the lease of the completion of a well capable of producing gas in paying
quantities upon the leased premises or acreage pooled therewith, each royalty owner shall notify such owner in writing
of his election to take his royalty share of gas in kind or of his election to allow such owner to dispose of such royalty
share of gas. The failure of a royalty owner to make known his election to such owner shall be an election to allow
the owner of the lease to dispose of such gas. If a royalty owner elects to take his royalty share of gas in kind, delivery
of such gas shall be made at the well to him or his designate free of cost, expense and liability to the owner of the
lease. If a royalty owner elects not to take his royalty share of gas in kind, the owner of the lease may contract for
the sale of same upon the same terms and conditions under which such owner disposes of all gas produced and the
royalty owner's proceeds for such gas shall thereafter be based upon the price received therefor by such owner.

4. If operations for drilling or mining are not commenced on said land or on land pooled therewith on or before
one year from this date, this lease shall terminate as to both parties, unless on or before such anniversary date Lessee

shall pay or tender to the Lessor a rental of Three hundred Sixty and No/100 Dollars (\$360.00)
which shall cover the privilege of deferring commencement of such operations for a period of twelve (12) months. In like
manner and upon like payments or tenders, annually, the commencement of said operations may be further deferred for
successive periods of the same number of months, each during the primary term. Payment or tender may be made to

the Lessor or to the credit of Lessor in First National Bank
at Shreveport, Louisiana, which bank, or any successor thereof shall continue to be

agent for the Lessor, and the Lessor's successors and assigns. If such bank (or any successor bank) shall fail, liquidate, or
be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default until
thirty days after Lessor shall deliver to Lessee a recordable instrument, making provision for another method of payment.

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or tender, and any depository charge is a liability of the Lessor. The payment or tender of rental may be made by the check or draft of Lessee or by check or draft of any other person, firm or corporation (tendered as rental hereunder) mailed or delivered to Lessor or to said bank on or before such date of payment.

5. This lease will continue in full force and effect within or beyond the primary term as long as any mineral is produced from said land hereunder or from land pooled therewith. If within the primary term and prior to discovery of oil, gas, sulphur or other mineral on said land or on land pooled therewith, Lessee should drill a dry hole or holes thereon or if after discovery of oil, gas, sulphur or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences or resumes the payment or tender of rentals or commences drilling operations or reworking operations on or before the rental paying date next ensuing after the expiration of ninety days from date of completion of such dry hole or cessation of production. If at any time subsequent to ninety days prior to the beginning of the last year of the primary term Lessee should complete the drilling of a dry hole thereon or on land pooled therewith, or production previously secured should cease from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If such dry hole or holes be completed or abandoned or such production cease within less than ninety days before the end of the primary term, this lease shall continue in force and effect for ninety days from such completion or abandonment or cessation of production. If at the expiration of the primary term or at the expiration of the ninety day period provided for in the preceding sentence, oil, gas, sulphur or other mineral is not being produced on said land or on land pooled therewith but Lessee is then engaged in drilling operations or reworking operations thereon, or if production previously secured should cease from any cause after the expiration of the primary term, this lease shall remain in force so long thereafter as Lessee either (a) is engaged in drilling operations or reworking operations with no cessation between operations or between such cessation of production and additional operations of more than ninety consecutive days; or (b) is producing oil, gas, sulphur or other mineral from said land hereunder or from land pooled therewith. If sulphur be encountered on said premises or on land pooled therewith this lease shall continue in force and effect so long as Lessee is engaged with due diligence in exploration for and/or erecting a plant for the production of sulphur and thereafter, subject to the foregoing provisions hereof, so long as oil, gas, sulphur or other mineral is produced from land hereunder or from land pooled therewith.

6. Lessee may at any time execute and deliver to Lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

7. If a well capable of producing gas or gas and gas condensate in paying quantities located on the leased premises (or acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in because of lack of market or marketing facilities, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Within forty-five (45) days after the expiration of each lease year (computed from the date hereof) during which such well is so shut in and no gas or gas condensate therefrom is sold or used off the premises, Lessee shall be obligated to pay to Lessor as royalty an amount equal to the annual delay rental herein provided applicable to the interest of Lessor in acreage embraced in this lease as of the end of such annual period (hereinafter referred to as minimum royalty) or if there has been actual production from the well during any part of the year, Lessee shall within the period stated pay to Lessor the difference between the amount of the proceeds of the royalty payable upon such actual production and the amount of the minimum royalty stipulated if the royalty upon actual production is less than the minimum royalty. Lessee shall use reasonable diligence to market gas or gas and gas condensate capable of being produced from such shut-in well, but shall be under no obligation to market such products under terms, conditions or circumstances which in Lessee's judgment exercised in good faith are unsatisfactory.

8. Lessee is hereby granted the right as to all or any part of the land described herein, without Lessor's joinder, to combine, pool or unitize the acreage royalty or mineral interest covered by this lease, or any portion thereof, with any other land, lease or leases, royalty or mineral interests in or under any other tract or tracts of land in the vicinity thereof, whether owned by Lessee or some other person or corporation so as to create, by the combination of such lands and leases, one or more operating units, provided that no one operating unit shall, in the case of gas, including condensate, embrace more than six hundred forty (640) acres, and in the case of oil, including casinghead gas, embrace more than forty (40) acres; and provided further, however, that if any spacing or other rules and regulations of the State or Federal commission, agency, or regulatory body having or claiming jurisdiction has heretofore or shall at any time hereafter prescribe a drilling or operating unit or spacing rule in the case of gas, including condensate, greater than six hundred forty (640) acres, or in the case of oil or casinghead gas greater than forty (40) acres, then the unit or units herein contemplated may have, or may be redesigned so as to have, as the case may be, the same surface content as, but not more than, the unit or the acreage in the spacing rule so prescribed. However, it is further specifically understood and agreed, anything herein to the contrary notwithstanding, that the Lessee shall have the right to, and the benefit of an acreage tolerance of ten per cent in excess of any drilling or operating unit authorized herein. In the event such operating unit or units is/are so created by Lessee, Lessor agrees to accept and shall receive out of the production or the proceeds from the production from such operating unit or units, such portion of the one-eighth royalty specified herein as the number of acres (mineral acres) out of this lease placed in any such operating unit or units bears to the total number of acres included in such operating unit or units. The commencement of a well, or the completion of a well to production of either oil, gas, casinghead gas, condensate, or other minerals on any portion of an operating unit in which all or any part of the land described herein is embraced, or production of oil, gas, casinghead gas, condensate, or other minerals therefrom shall have the same effect under the terms of this lease as if a well were commenced, completed or producing oil, gas, casinghead gas, condensate, or other minerals in paying quantities on the land embraced by this lease. Lessee shall execute in writing and file for record in the records of the Parish in which the lands herein leased are located, an instrument identifying or describing the pooled acreage or an instrument supplemental thereto redesignating same, as the case may be. Either prior to the securing of production from any unit created under the authority hereinabove granted, or after cessation of production therefrom Lessee shall have the right to dissolve the unit so created, without Lessor's joinder or further consent, by executing in writing and placing of record in the Parish or Parishes in which the lands making up such unit may be located, an instrument identifying and dissolving such unit.

9. If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

10. Lessee shall have and is especially granted the free use of any and all roads and passageways traversing the leased premises, the free use of any facility for subsurface disposal of salt water, and the free use of oil, gas, casinghead gas, condensate, coal and water from said land, except water from Lessor's wells, for all operations hereunder, including repressuring, pressure maintenance and recycling, and the royalty 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. In the event a well or wells, producing oil, gas, casinghead gas or condensate in paying quantities should be brought in on adjacent lands not owned by the Lessor and draining the leased premises, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances.

11. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, 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 such change or division in the ownership of the land, rentals or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee, at its principal place of business, with a certified copy of the instrument or instruments, constituting his chain of title from the original Lessor. In the event of an assignment of this lease as to a segregated portion of said land, or as to an undivided interest therein, the rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, or according to the

undivided interest of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder and, if Lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such Lessee, or assignee, or fail to comply with any other provisions of the lease, such default shall not affect this lease insofar as it covers a part of said lands upon which Lessee or any assignee thereof shall make payment of said rentals.

12. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, Lessee shall not be held in default in payment of such rentals or royalties (or the part thereof in dispute), until such suit, claim, dispute or question has been finally disposed of, and Lessee shall have thirty (30) days after being furnished with a certified copy of the instrument or instruments disposing of such suit, claim, or dispute, or after being furnished with proof sufficient, in Lessee's opinion, to settle such question, within which to make payment. Should the right or interest of Lessee hereunder be disputed by Lessor, or any other person; the time covered by the pendency of such dispute shall not be counted against Lessee either as affecting the term of the lease or for any other purpose, and Lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

13. In case of cancellation or termination of this lease from any cause, Lessee shall have the right to retain, under the terms hereof, around each well producing, being worked on, or drilling hereunder, the number of acres in the form allocated to each such well under spacing and proration rules issued by the Commissioner of Conservation of the State of Louisiana, or any other State or Federal authority having control of such matters; or, in the absence of such rulings, forty (40) acres around each such well in as near a square form as practicable. 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. No unreasonable delay in payment of royalties first due upon minerals produced and marketed hereunder shall be deemed to have occurred unless there is delay in payment for an unreasonable time after demand therefor, and no delay in payment of royalties shall be deemed an active breach of obligations of Lessee hereunder.

14. It is expressly understood and agreed that the premises leased herein shall, for all the purposes of this lease, be considered and treated as owned in indivision by the Lessor and shall be developed and operated as one lease, and there shall be no obligation on the part of Lessee to offset wells on separate tracts into which the land covered by this lease may be now or hereafter divided by sale, or otherwise, or to furnish separate measuring or receiving tanks, and all rentals, royalties and other payments accruing hereunder shall be treated as an entirety and shall be divided among and paid to Lessor in the proportion that the acreage (mineral rights) owned by each bears to the entire leased acreage. Lessee may at any time or times pay or tender all rentals or other sums accruing hereunder to the joint credit of Lessor.

15. Notwithstanding the death of any party Lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, executors and administrators of such person.

16. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee at its option shall have the right to redeem for Lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. In case of payment of any such mortgage, taxes or other liens by Lessee, in addition to the right of subrogation herein granted, Lessee shall also have the right to retain any rentals or royalties which become due Lessor hereunder and to repay itself therefrom, and the retention of such rentals or royalties by Lessee shall have the same effect as if paid to the Lessor in whose behalf payment of any mortgage, taxes or other liens was made.

17. When drilling, reworking, production or other operations are delayed or interrupted by force majeure, that is, by storm, flood or other acts of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, or failure of carriers to transport or furnish facilities for transportation, or as a result of some law, order, rule, regulation, requisition or necessity of the government, Federal or State, or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding, but this lease shall be extended for a period of time equal to that during which Lessee is so prevented from conducting such drilling or reworking operations on, or producing oil, gas, casinghead gas, condensate or other minerals from, the premises; provided, this paragraph shall not relieve Lessee from the necessity of paying rentals during the primary term in order to continue this lease in force solely by force majeure, and during any period this lease is continued in force after its primary term solely by force majeure as herein provided, Lessee shall pay to the owners of the royalty hereunder the shut-in royalty provided in paragraph 7 hereof, without regard to whether or not there is a producing well shut in, located on said land or on land with which the leased premises or any part thereof has been pooled.

18. This lease shall be binding upon all who execute it, whether or not named in the body hereof as Lessor, and without regard to whether this same instrument, or any copy thereof, shall be executed by any other Lessor named above.

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

WITNESSES:

B. K. Bredford
Edna Baumgardner

Simon Herold
SIMON HEROLD, Agent and Attorney-
in-Fact for ROSEMARY H. LAZARD,
SIDNEY K. HEROLD and ANNE HEROLD
WINKS

B. K. Bredford
Edna Baumgardner

Eleanor Herold Vallhonrat
ELEANOR HEROLD VALLHONRAT

STATE OF LOUISIANA }
PARISH of CADDO }

On this 21st day of October 1981, before me personally appeared Simon Herold and Eleanor Herold Vallhonrat 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.

[Signature]
NOTARY PUBLIC in and for
Caddo Parish, Louisiana

STATE OF _____ }
of _____ }

Before me, the undersigned authority, personally came and appeared _____ who being first duly sworn deposes and says that he was one of the subscribing witnesses to the execution of the foregoing instrument by _____ who signed the same in his presence and that of the other subscribing witness(es) to such signature(s) whose name(s) (signatures) are affixed as such, and that he now recognizes all said signatures to be true and genuine.

Sworn to and subscribed before me, notary, on this _____ day of _____, 19_____.

Notary Public in and for _____

No. _____
MINERAL LEASE
FROM _____
TO _____
Parish of _____

THE STATE OF LOUISIANA
NOTARY PUBLIC
BATH'S FORM LOUISIANA SPEC. 14-BRI-2A-4 (2-77)

STATE OF _____ }
of _____ }

Before me, the undersigned authority, personally came and appeared _____ who being first duly sworn deposes and says that he was one of the subscribing witnesses to the execution of the foregoing instrument for and on behalf of _____ a corporation; that the same was executed for and on behalf of that corporation by _____ who signed his name thereto as the duly authorized representative of the corporation in the presence of affiant and the other subscribing witness to that signature, whose name (signature) is affixed as such; and that he (affiant) now recognizes all said signatures to be true and genuine.

Sworn to and subscribed before me, notary, on this _____ day of _____, 19_____.

Notary Public in and for _____

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THE STATE OF LOUISIANA
BATH & GRAN
BATH & GRAN LOUISIANA SPEC 14-BR-12A-4 (2-77)

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made this 2nd day of October, 1981 between

JEANI M. MAGEE, Tutrix of CHARLES MARCOM COLVIN, BEVERLY COLVIN AND JAMES DAVID COLVIN: a resident of Concordia Parish, Louisiana whose mailing address is Magee Building, 1007 North Fourth Street, Friday, Louisiana

JOHN D. CARUTHERS, JR., husband of Jane Caruthers

lessor (whether one or more), and 505 Louisiana Bank Bldg., Shreveport, Louisiana lessee, WITNESSETH:

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IN THE PUBLIC RECORDS
OF CADDOPARISH, LOUISIANA
NOV 13 1981
REPUBLICAN RECORDS

I, Lessor in consideration of TEN DOLLARS & Other Valuable Considerations Dollars (\$10.00 & OVC), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee 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, telephone 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, or on any adjacent lands, the following described land in CADDOPARISH, Louisiana, to-wit:

TOWNSHIP 22 NORTH, RANGE 16 WEST

Section 34: The South Half of the Southwest Quarter (S/2 of SW/4) lying west of Borter Lane, containing 67.27 acres, more or less. The Southeast Quarter of the Southeast Quarter (SE/4 of SE/4), containing 40 acres, more or less.

Section 35: The West Half of the Southwest Quarter (W/2 of SW/4).

TOWNSHIP 21 NORTH, RANGE 16 WEST

Section 3: A portion of the North Half of the Northwest Quarter (N/2 of NW/4), containing 51.06 acres, more or less. The South 49.52 acres of the West half of the Southwest Quarter (W/2 of SW/4).

Section 4: The Northwest Quarter (NW/4) and the North Half of the Southwest Quarter (N/2 of SW/4), containing 240 acres, more or less. The South three-fourths of the East Half (S 3/4 of E/2), less 1971.5 feet of the North 2321.5 feet of the East 210 feet thereof, containing 110.42 acres, more or less. The Northeast Quarter of the Northeast Quarter (NE/4 of NE/4) and the south 30 acres of the Northwest Quarter of the Northeast Quarter (S. 30ac. NW/4 of NE/4).

The Northeast Quarter of the Northwest Quarter of the Southeast Quarter (NE/4 of NW/4 of SE/4).

Where the fraction one-eight (1/8th) appears regarding royalty, it is agreed and understood to read three-sixteenths (3/16ths).

It is agreed that this lease covers all formations not heretofore leased and of record or currently held by production.

This lease also covers and includes batters, accretions and all other land owned by Lessor adjacent to the land particularly described above. For the purpose of calculating the rental payments hereunder provided for, said land is estimated to comprise 7.18 - 27 acres, whether it ~~actually~~ comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a period of ~~ten~~ years from the date hereof (called "primary term") and as long thereafter as (1) oil, gas, sulphur or other mineral is produced from said land hereunder or from land pooled therewith; or (2) it is maintained in force in any other manner herein provided.

(a) It is the intention of the parties that this lease shall also extend and apply to all outstanding mineral rights or servitudes affecting the lands herein described as the same may revert to Lessor, his heirs or assigns, from time to time.

3. The royalties to be paid by Lessee are: (a) on oil, and other hydrocarbons which are produced at the well in liquid form by ordinary production methods, one-eighth of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipe line to which the wells may be connected, Lessor's interest in either case to bear its proportion of any expenses for treating the oil to make it marketable as crude; Lessee may from time to time purchase any royalty oil or other liquid hydrocarbons in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase, (b) on gas, including casinghead gas, or other gaseous substance produced from said land and sold or used off the premises or for the extraction of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; 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, either through unavoidable waste or leakage, or in order to recover oil or other liquid hydrocarbons, or returned to the ground, shall not be deemed to have been sold or used either on or off the premises within the meaning of this paragraph 3 hereof; (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 One and 50/100 Dollars \$1.50 per long ton. Notwithstanding anything herein to the contrary, it is hereby agreed that each royalty owner may, at his option, take his royalty share of gas in kind. Within thirty (30) days after receipt of notice from the owner of the lease of the completion of a well capable of producing gas in paying quantities upon the leased premises or acreage pooled therewith, each royalty owner shall notify such owner in writing of his election to take his royalty share of gas in kind or of his election to allow such owner to dispose of such royalty share of gas. The failure of a royalty owner to make known his election to such owner shall be an election to allow the owner of the lease to dispose of such gas. If a royalty owner elects to take his royalty share of gas in kind, delivery of such gas shall be made at the well to him or his designate free of cost, expense and liability to the owner of the lease. If a royalty owner elects not to take his royalty share of gas in kind, the owner of the lease may contract for the sale of same upon the same terms and conditions under which such owner disposes of all gas produced and the royalty owner's proceeds for such gas shall thereafter be based upon the price received therefor by such owner.

4. If operations for drilling or mining are not commenced on said land or on land pooled therewith on or before one year from this date, this lease shall terminate as to both parties, unless on or before such anniversary date Lessee

shall pay or tender to the Lessor a rental of ~~Seven-Hundred Eighteen s. 27/100 Dollars (\$3.718 - 27)~~ which shall cover the privilege of deferring commencement of such operations for a period of twelve (12) months. In like manner and upon like payments or tenders, annually, the commencement of said operations may be further deferred for successive periods of the same number of months, each during the primary term. Payment or tender may be made to

the Lessor or to the credit of Lessor ~~at xxx Magee Bldg. 1007 North Fourth St.,~~ ~~Bank~~

at ~~Ferriday, Louisiana~~ which bank, or any successor thereof shall continue to be agent for the Lessor, and the Lessor's successors and assigns. If such bank (or any successor bank) shall fail, liquidate, or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default until thirty days after Lessor shall deliver to Lessee a recordable instrument, making provision for another method of payment.

or tender, and any depository charge is a liability of the Lessor. The payment or tender of rental may be made by the check or draft of Lessee or by check or draft of any other person, firm or corporation (tendered as rental hereunder) mailed or delivered to Lessor or to said bank on or before such date of payment.

5. This lease will continue in full force and effect within or beyond the primary term as long as any mineral is produced from said land hereunder or from land pooled therewith. If within the primary term and prior to discovery of oil, gas, sulphur or other mineral on said land or on land pooled therewith, Lessee should drill a dry hole or holes thereon or if after discovery of oil, gas, sulphur or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences or resumes the payment or tender of rentals or commences drilling operations or reworking operations on or before the rental paying date next ensuing after the expiration of ninety days from date of completion of such dry hole or cessation of production. If at any time subsequent to ninety days prior to the beginning of the last year of the primary term Lessee should complete the drilling of a dry hole thereon or on land pooled therewith, or production previously secured should cease from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If such dry hole or holes be completed or abandoned or such production cease within less than ninety days before the end of the primary term, this lease shall continue in force and effect for ninety days from such completion or abandonment or cessation of production. If at the expiration of the primary term or at the expiration of the ninety day period provided for in the preceding sentence, oil, gas, sulphur or other mineral is not being produced on said land or on land pooled therewith but Lessee is then engaged in drilling operations or reworking operations thereon, or if production previously secured should cease from any cause after the expiration of the primary term, this lease shall remain in force so long thereafter as Lessee either (a) is engaged in drilling operations or reworking operations with no cessation between operations or between such cessation of production and additional operations of more than ninety consecutive days; or (b) is producing oil, gas, sulphur or other mineral from said land hereunder or from land pooled therewith. If sulphur be encountered on said premises or on land pooled therewith this lease shall continue in force and effect so long as Lessee is engaged with due diligence in exploration for and/or erecting a plant for the production of sulphur and thereafter, subject to the foregoing provisions hereof, so long as oil, gas, sulphur or other mineral is produced from land hereunder or from land pooled therewith.

6. Lessee may at any time execute and deliver to Lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

7. If a well capable of producing gas or gas and gas condensate in paying quantities located on the leased premises (or acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in because of lack of market or marketing facilities, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Within forty-five (45) days after the expiration of each lease year (computed from the date hereof) during which such well is so shut in and no gas or gas condensate therefrom is sold or used off the premises, Lessee shall be obligated to pay to Lessor as royalty an amount equal to the annual delay rental herein provided applicable to the interest of Lessor in acreage embraced in this lease as of the end of such annual period (hereinafter referred to as minimum royalty) or if there has been actual production from the well during any part of the year, Lessee shall within the period stated pay to Lessor the difference between the amount of the proceeds of the royalty payable upon such actual production and the amount of the minimum royalty stipulated if the royalty upon actual production is less than the minimum royalty. Lessee shall use reasonable diligence to market gas or gas and gas condensate capable of being produced from such shut-in well, but shall be under no obligation to market such products under terms, conditions or circumstances which in Lessee's judgment exercised in good faith are unsatisfactory.

8. Lessee is hereby granted the right as to all or any part of the land described herein, without Lessor's joinder, to combine, pool or unitize the acreage royalty or mineral interest covered by this lease, or any portion thereof, with any other land, lease or leases, royalty or mineral interests in or under any other tract or tracts of land in the vicinity thereof, whether owned by Lessee or some other person or corporation so as to create, by the combination of such lands and leases, one or more operating units, provided that no one operating unit shall, in the case of gas, including condensate, embrace more than six hundred forty (640) acres, and in the case of oil, including casinghead gas, embrace more than forty (40) acres; and provided further, however, that if any spacing or other rules and regulations of the State or Federal commission, agency, or regulatory body having or claiming jurisdiction has heretofore or shall at any time hereafter prescribe a drilling or operating unit or spacing rule in the case of gas, including condensate, greater than six hundred forty (640) acres, or in the case of oil or casinghead gas greater than forty (40) acres, then the unit or units herein contemplated may have, or may be redesigned so as to have, as the case may be, the same surface content as, but not more than, the unit or the acreage in the spacing rule so prescribed. However, it is further specifically understood and agreed, anything herein to the contrary notwithstanding, that the Lessee shall have the right to, and the benefit of an acreage tolerance of ten per cent in excess of any drilling or operating unit authorized herein. In the event such operating unit or units is/are so created by Lessee, Lessor agrees to accept and shall receive out of the production or the proceeds from the production from such operating unit or units, such portion of the one-eighth royalty specified herein as the number of acres (mineral acres) out of this lease placed in any such operating unit or units bears to the total number of acres included in such operating unit or units. The commencement of a well, or the completion of a well to production of either oil, gas, casinghead gas, condensate, or other minerals on any portion of an operating unit in which all or any part of the land described herein is embraced, or production of oil, gas, casinghead gas, condensate, or other minerals therefrom shall have the same effect under the terms of this lease as if a well were commenced, completed or producing oil, gas, casinghead gas, condensate, or other minerals in paying quantities on the land embraced by this lease. Lessee shall execute in writing and file for record in the records of the Parish in which the lands herein leased are located, an instrument identifying or describing the pooled acreage or an instrument supplemental thereto redesignating same, as the case may be. Either prior to the securing of production from any unit created under the authority hereinabove granted, or after cessation of production therefrom Lessee shall have the right to dissolve the unit so created, without Lessor's joinder or further consent, by executing in writing and placing of record in the Parish or Parishes in which the lands making up such unit may be located, an instrument identifying and dissolving such unit.

9. If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

10. Lessee shall have and is especially granted the free use of any and all roads and passageways traversing the leased premises, the free use of any facility for subsurface disposal of salt water, and the free use of oil, gas, casinghead gas, condensate, coal and water from said land, except water from Lessor's wells for all operations hereunder, including repressuring, pressure maintenance and recycling, and the royalty 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. In the event a well or wells, producing oil, gas, casinghead gas or condensate in paying quantities should be brought in on adjacent lands not owned by the Lessor and draining the leased premises, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances.

11. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, 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 such change or division in the ownership of the land, rentals or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee, at its principal place of business, with a certified copy of the instrument or instruments, constituting his chain of title from the original Lessor. In the event of an assignment of this lease as to a segregated portion of said land, or as to an undivided interest therein, the rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, or according to the

undivided interest of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder and, if Lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such Lessee, or assignee, or fail to comply with any other provisions of the lease, such default shall not affect this lease insofar as it covers a part of said lands upon which Lessee or any assignee thereof shall make payment of said rentals.

12. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, Lessee shall not be held in default in payment of such rentals or royalties (or the part thereof in dispute), until such suit, claim, dispute or question has been finally disposed of, and Lessee shall have thirty (30) days after being furnished with a certified copy of the instrument or instruments disposing of such suit, claim, or dispute, or after being furnished with proof sufficient, in Lessee's opinion, to settle such question, within which to make payment. Should the right or interest of Lessee hereunder be disputed by Lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against Lessee either as affecting the term of the lease or for any other purpose, and Lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

13. In case of cancellation or termination of this lease from any cause, Lessee shall have the right to retain, under the terms hereof, around each well producing, being worked on, or drilling hereunder, the number of acres in the form allocated to each such well under spacing and proration rules issued by the Commissioner of Conservation of the State of Louisiana, or any other State or Federal authority having control of such matters, or, in the absence of such rulings, forty (40) acres around each such well in as near a square form as practicable. 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. No unreasonable delay in payment of royalties first due upon minerals produced and marketed hereunder shall be deemed to have occurred unless there is delay in payment for an unreasonable time after demand therefor, and no delay in payment of royalties shall be deemed an active breach of obligations of Lessee hereunder.

14. It is expressly understood and agreed that the premises leased herein shall, for all the purposes of this lease, be considered and treated as owned in indivision by the Lessor and shall be developed and operated as one lease, and there shall be no obligation on the part of Lessee to offset wells on separate tracts into which the land covered by this lease may be now or hereafter divided by sale, or otherwise, or to furnish separate measuring or receiving tanks, and all rentals, royalties and other payments accruing hereunder shall be treated as an entirety and shall be divided among and paid to Lessor in the proportion that the acreage (mineral rights) owned by each bears to the entire leased acreage. Lessee may at any time or times pay or tender all rentals or other sums accruing hereunder to the joint credit of Lessor.

15. Notwithstanding the death of any party Lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, executors and administrators of such person.

16. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee at its option shall have the right to redeem for Lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. In case of payment of any such mortgage, taxes or other liens by Lessee, in addition to the right of subrogation herein granted, Lessee shall also have the right to retain any rentals or royalties which become due Lessor hereunder and to repay itself therefrom, and the retention of such rentals or royalties by Lessee shall have the same effect as if paid to the Lessor in whose behalf payment of any mortgage, taxes or other liens was made.

17. When drilling, reworking, production or other operations are delayed or interrupted by force majeure, that is, by storm, flood or other acts of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, or failure of carriers to transport or furnish facilities for transportation, or as a result of some law, order, rule, regulation, requisition or necessity of the government, Federal or State, or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding, but this lease shall be extended for a period of time equal to that during which Lessee is so prevented from conducting such drilling or reworking operations on, or producing oil, gas, casinghead gas, condensate or other minerals from, the premises; provided, this paragraph shall not relieve Lessee from the necessity of paying rentals during the primary term in order to continue this lease in force solely by force majeure, and during any period this lease is continued in force after its primary term solely by force majeure as herein provided, Lessee shall pay to the owners of the royalty hereunder the shut-in royalty provided in paragraph 7 hereof, without regard to whether or not there is a producing well shut in, located on said land or on land with which the leased premises or any part thereof has been pooled.

18. This lease shall be binding upon all who execute it, whether or not named in the body hereof as Lessor, and without regard to whether this same instrument, or any copy thereof, shall be executed by any other Lessor named above.

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

WITNESSES:

James B. Harrison
W. M. ...

Jeani M. Magee
JEANI M. MAGEE, Tutor of CHARLES
MARCOM COLVIN, BEVERLY CATHERINE
COLVIN AND JAMES DAVID COLVIN

STATE OF _____ }
_____ 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 in and for

STATE OF LOUISIANA }
PARISH of CONCORDIA }

Before me, the undersigned authority, personally came and appeared _____ MARY V. EASLEY
who being first duly sworn deposes and says that he was one of the subscribing witnesses to the execution of the foregoing instrument by
_____ JEANI M. MAGEE

who signed the same in his presence and that of the other subscribing witness(es) to such signature(s) whose name(s) (signatures) are
affixed as such, and that he now recognizes all said signatures to be true and genuine.

Sworn to and subscribed before me, notary, on this _____ 5 _____ day of _____ November _____ 19__81.

Jean Brewer
Notary Public in and for
Jean Brewer Concordia Parish, La.

No. _____

MINERAL LEASE

FROM _____

TO _____

Parish of _____

Not a valid guarantee
BANK OF AMERICA
NOT A SECURED CREDIT

LOUISIANA SPEC 14 BHI-2A 4 (2-77)

STATE OF _____ }
_____ of _____ }

Before me, the undersigned authority, personally came and appeared _____
who being first duly sworn deposes and says that he was one of the subscribing witnesses to the execution of the foregoing instrument for
and on behalf of _____
a corporation; that the same was executed for and on behalf of that corporation by _____
who signed his name thereto as the duly authorized representative of the corporation in the presence of a fian and the other subscribing witness
to that signature, whose name (signature) is affixed as such; and that he (a fian) now recognizes all said signatures to be true and genuine.

Sworn to and subscribed before me, notary, on this _____ day of _____ 19____

Notary Public in and for

BATH & GRAM
RECORDERS & NOTARIES

902380
BATH'S FORM LOUISIANA SPEC. 14-BRI-SAPX PAID UP 5-77 (1-81)

CONV X

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 23rd day of March, 19 82, between

John P. Hoffman, Jr. as Agent and Attorney-in-Fact for Evelyn Clark
widow of Gus W. Colvin.

FILED & RECORDED
CADDOPARISH, LA
MAR 26 3 01 PM '82
REPUTER & RECORDED

John D. Caruthers, Jr., husband of Jane Caruthers, Jr.,
505 Louisiana Bank Bldg., Shreveport, LA 71101

902380

lessor (whether one or more), and
lessee, WITNESSETH:

1. Lessor in consideration of Ten Dollars & OVC Dollars (\$10.00 & OVC),
in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and
lets exclusively unto Lessee for the purposes of investigating, exploring, prospecting, drilling and mining for and pro-
ducing 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 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, or on any adjacent lands, the following described land in CADDO
Parish, Louisiana, to-wit:

TOWNSHIP 22 NORTH, RANGE 16 WEST

SECTION 34: The South Half of the Southwest Quarter (S/2 of SW/4) lying west of
Borter Lane, containing 67.27 acres, more or less. The Southeast
Quarter of the Southeast Quarter (SE/4 of SE/4), containing 40 acres,
more or less.

SECTION 35: The West Half of the Southwest Quarter (W/2 of SW/4).

TOWNSHIP 21 NORTH, RANGE 16 WEST

SECTION 3: A portion of the North Half of the Northwest Quarter (N/2 of NW/4),
containing 51.06 acres, more or less. The south 49.52 acres of the
West Half of the Southwest Quarter (W/2 of SW/4).

SECTION 4: The Northwest Quarter (NW/4) and the North Half of the Southwest
Quarter (N/2 of SW/4), containing 240 acres, more or less.
The South three-fourths of the East Half (S 3/4 of E/2), less 1971.5 feet
of the north 2321.5 feet of the East 210 feet thereof, containing 110.42
acres, more or less.
The Northeast Quarter of the Northeast Quarter (NE/4 of NE/4) and the
south 30 acres of the Northwest Quarter of the Northeast Quarter (S. 30
ac. NW/4 NE/4).
The Northeast Quarter of the Northwest Quarter of the Southeast Quarter
(NE/4 of NW/4 of SE/4).

It is agreed that this lease covers all formations not heretofore leased and of record
or currently held by production.

Comprising 718.27 acres, more or less.

This lease also covers and includes battures, accretions and all other land owned by Lessor adjacent to the land particularly described above.

2. Subject to the other provisions herein contained, this lease shall be for a period of Three (3) years from this date (called "primary term") and as long thereafter as (1) oil, gas, sulphur or other mineral is produced from said land hereunder or from land pooled therewith; or (2) it is maintained in force in any other manner herein provided.

(a) It is the intention of the parties that this lease shall also extend and apply to all outstanding mineral rights or servitudes affecting the lands herein described as the same may revert to Lessor, his heirs, or assigns, from time to time.

3. For the consideration hereinabove recited, this lease shall remain in full force and effect during the primary term, without any additional payment and without Lessee being required to conduct any operations on the land (either before or after the discovery of minerals), except to drill such wells as might be necessary to protect the land from drainage, as hereinafter provided.

4. The royalties to be paid by Lessee are: (a) on oil, and other hydrocarbons which are produced at the well in liquid form by ordinary production methods, 3/16 of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipe line to which the wells may be connected; Lessor's interest in either case to bear its proportion of any expenses for treating the oil to make it marketable as crude; Lessee may from time to time purchase any royalty oil or other liquid hydrocarbons in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casing-head gas, or other gaseous substance produced from said land and sold or used off the premises or for the extraction of gasoline or other products therefrom, the market value at the well of 3/16 of the gas so sold or used, provided that on gas sold at the wells the royalty shall be 3/16 of the amount realized from such sale; 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, either through unavoidable waste or leakage, or in order to recover oil or other liquid hydrocarbons, or returned to the ground, shall not be deemed to have been sold or used either on or off the premises within the meaning of this paragraph 4 hereof; (c) on all other minerals mined and marketed, 3/16 either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be one dollar (\$1.00) per long ton.

5. If Lessee during or after the primary term should drill a well capable of producing gas or gaseous substances in paying quantities, (or which although previously produced Lessee is unable to continue to produce) and should Lessee be unable to operate said well because of lack of market or marketing facilities or governmental restrictions, then Lessee's rights may be maintained beyond or after the primary term without production of minerals or further drilling operations by paying Lessor as royalty Seven Hundred Eighteen and 27/100 - - - Dollars (\$ 718.27) per year, the first payment being due, if said well should be completed or shut-in after the primary term, within sixty (60) days after the completion of such well or the cessation of production and such payment will extend Lessee's rights for one year from the date of such completion or cessation. If such a well should be completed during the primary term, the first payment, if made by Lessee, shall be due on or before the expiration date of the primary term herein fixed. Thereafter Lessee's rights may be continued from year to year by making annual payments in the amount stated on or before the anniversary date beginning with the date of completion of said well (if completed after the primary term) or the end of the primary term (if completed prior thereto) as the case may be; each of such payments to extend Lessee's rights for one year. It is provided, however, that in no event shall Lessee's rights be so extended by annual payments herein fixed without drilling operations or the production of oil, gas or some other mineral for more than five (5) years beyond the end of the primary term hereinabove fixed. The annual payments herein provided for may be deposited to Lessor's Credit in the

First National Bank of Shreveport, LA 71101 which bank shall be and remain Lessor's agent for such purpose regardless of any change or changes in the ownership of the

land or mineral rights therein. The owners of the royalty as of the date of such payments shall be entitled thereto in proportion to their ownership of said royalty. The provisions of this paragraph shall be recurring at all times during the life of this lease. Should any well producing gas or gaseous substances be completed on a drilling unit which includes any part of the land herein leased, the provisions of this paragraph shall be subject to all other agreements herein contained allowing the pooling of the above described lands with other lands.

6. If within ninety (90) days prior to the end of the primary term, Lessee should complete or abandon a dry hole or holes on the land described above or on land pooled therewith, or if production previously secured should cease from any cause, this lease shall continue in force and effect for ninety (90) days from such completion or abandonment or cessation of production. If at the expiration of the primary term or at the expiration of the ninety (90) day period provided for in the preceding sentence, oil, gas, sulphur or other mineral is not being produced on said land or on land pooled therewith, but Lessee is then engaged in operations for drilling or reworking thereon, or if production previously secured should cease from any cause after the expiration of the primary term, this lease shall remain in force so long thereafter as Lessee either (a) is engaged in operations for drilling or reworking with no cessation between operations or between such cessation of production and additional operations of more than ninety (90) consecutive days; or (b) is producing oil, gas, sulphur or other mineral from said land hereunder or from land pooled therewith. If sulphur be encountered on said premises or on land pooled therewith, this lease shall continue in force and effect so long as Lessee is engaged with due diligence in explorations for and/or erecting a plant for the production of sulphur and thereafter subject to the foregoing provisions hereof so long as oil, gas, sulphur or other mineral is produced from said land hereunder or from land pooled therewith.

7. Lessee is hereby granted the right as to all or any part of the land described herein, without Lessor's joinder, to combine, pool or unitize the acreage royalty or mineral interest covered by this lease, or any portion thereof, with any other land, lease or leases, royalty or mineral interests in or under any other tract or tracts of land in the vicinity thereof, whether owned by Lessee or some other person, or corporation so as to create, by the combination of such lands and leases, one or more operating units, provided that no one operating unit shall, in the case of gas, including condensate, embrace more than six hundred forty (640) acres, and in the case of oil, including casinghead gas, embrace more than forty (40) acres; and provided further, however, that if any spacing or other rules and regulations of the State or Federal Commission, Agency, or regulatory body having or claiming jurisdiction has heretofore or shall at any time hereafter prescribe a drilling or operating unit or spacing rule in the case of gas, including condensate, greater than six hundred forty (640) acres, or in the case of oil or casinghead gas greater than forty (40) acres, then the unit or units herein contemplated may have, or may be redesigned so as to have, as the case may be, the same surface content as, but not more than, the unit or the acreage in the spacing rule so prescribed. However, it is further specifically understood and agreed, anything herein to the contrary notwithstanding, that the Lessee shall have the right to, and the benefit of an acreage tolerance of ten per cent in excess of any drilling or operating unit authorized herein. The commencement of a well, or the completion of a well to production of either oil, gas, casinghead gas, condensate, or other minerals on any portion of an operating unit in which all or any part of the land described herein is embraced, or production of oil, gas, casinghead gas, condensate, or other minerals therefrom shall have the same effect under the terms of this lease as if a well were commenced, completed or producing oil, gas, casinghead gas, condensate, or other minerals in paying quantities on the land embraced by this lease. Lessee shall execute in writing and file for record in the records of the Parish in which the lands herein leased are located, an instrument identifying or describing the pooled acreage, or an instrument supplemental thereto redesignating same, as the case may be. Either prior to the securing of production from any unit created under the authority hereinabove granted, or after cessation of production therefrom Lessee shall have the right to dissolve the unit so created, without Lessor's joinder or further consent, by executing in writing and placing of record in the Parish or Parishes in which the lands making up such unit may be located, an instrument identifying and dissolving such unit. The provisions hereof shall be construed as a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto, their heirs, representatives, successors and assigns. In the event such operating unit or units is/are so created by Lessee, Lessor shall receive out of production or the proceeds from production from such operating unit or units or out of the shut-in royalty provided for above, such portion of the _____ royalty or of the shut-in royalty specified herein as the number of acres (mineral acres) out of this lease placed in any such operating unit or units bears to the total number of acres included in such operating unit or units.

8. If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

9. Lessee shall have free use of oil, gas, casinghead gas, condensate, coal and water from said land, except water from Lessor's wells, for all operations hereunder, including repressuring, pressure maintenance and recycling, and the royalty 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. In the event a well or wells, producing oil, gas, casinghead gas or condensate in paying quantities should be brought in on adjacent lands not owned by the Lessor and within one hundred fifty feet of and draining the leased premises, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances.

10. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, 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 such change or division in the ownership of the land, rentals or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee, at its principal place of business, with a certified copy of the instrument or instruments, constituting his chain of title from the original Lessor. In the event of an assignment of this lease as to a segregated portion of said land, or as to an undivided interest therein, the rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, or according to the undivided interest of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder and, if Lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such Lessee, or assignee, or fail to comply with any other provisions of the lease, such default shall not affect this lease insofar as it covers a part of said lands upon which Lessee or any assignee thereof shall make payment of said rentals.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, Lessee shall not be held in default in payment of such rentals or royalties (or the part thereof in dispute), until such suit, claim, dispute or question has been finally disposed of, and Lessee shall have thirty (30) days after being furnished with a certified copy of the instrument or instruments disposing of such suit, claim or dispute, or after being furnished with proof sufficient, in Lessee's opinion, to settle such question, within which to make payment. Should the right or interest of Lessee hereunder be disputed by Lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against Lessee either as affecting the term of the lease or for any other purpose, and Lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. In case of cancellation or termination of this lease from any cause, Lessee shall have the right to retain, under the terms hereof, around each well producing, being worked on, or drilling hereunder, the number of acres in the form allocated to each such well under spacing and proration rules issued by the Commissioner of Conservation of the State of Louisiana, or any other State or Federal authority having control of such matters; or, in the absence of such rulings, forty (40) acres around each such well 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.

13. When drilling, reworking, production or other operations are delayed or interrupted by force majeure, that is, by storm, flood or other acts of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, or failure of carriers to transport or furnish facilities for transportation, or as a result of some law, order, rule, regulation, requisition or necessity of the government, Federal or State, or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding, but this lease shall be extended for a period of time equal to that during which Lessee is so prevented from conducting such drilling or reworking operations on, or producing oil, gas, casinghead gas, condensate or other minerals from, the premises; provided that during any period that this lease is continued in force after its primary term solely by force majeure as herein provided, Lessee shall pay to the owners of the royalty hereunder the shut-in royalty provided in paragraph 5 hereof, and in the manner therein provided, without regard to whether or not there is a producing well shut in, located on said land or on land with which the lease premises or any part thereof has been pooled.

14. It is expressly understood and agreed that the premises leased herein shall, for all the purposes of this lease, be considered and treated as owned in indivision by the Lessor and shall be developed and operated as one lease, and there shall be no obligation on the part of Lessee to offset wells on separate tracts into which the land covered by this lease may be now or hereafter divided by sale, or otherwise, or to furnish separate measuring or receiving tanks, and all rentals, royalties and other payments accruing hereunder shall be treated as an entirety and shall be divided among and paid to Lessor in the proportion that the acreage (mineral rights) owned by each bears to the entire leased acreage. Lessee may at any time or times pay or tender all sums accruing hereunder to the joint credit of Lessor.

15. Notwithstanding the death of any party Lessor, or his successor in interest, the payment or tender of all sums accruing hereunder in the manner provided above shall be binding on the heirs, executors and administrators of such person.

16. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee at its option shall have the right to redeem for Lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. In case of payment of any such mortgage, taxes or other liens by Lessee, in addition to the right of subrogation herein granted, Lessee shall also have the right to retain any royalties which become due Lessor hereunder and to repay itself therefrom, and the retention of such royalties by Lessee shall have the same effect as if paid to the Lessor in whose behalf payment of any mortgage, taxes or other liens was made.

17. This lease shall be binding upon all who execute it, whether or not named in the body hereof as Lessor, and without regard to whether this same instrument, or any copy thereof, shall be executed by any other Lessor named above.

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

WITNESSES:

Barbara Fitzgerald
James C. Gardner

John P. Hoffman, Jr.
John P. Hoffman, Jr. as Attorney-in-Fact
for Evelyn Clark Colvin

[Empty lines for additional witnesses and signatures]

STATE OF LOUISIANA

Parish 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 he executed the same as free act and deed.

In WITNESS WHEREOF I have hereunto set my official hand and seal on the date hereinabove written.

Notary Public in and for _____ Parish, Louisiana.

STATE OF LOUISIANA

PARISH OF CADDO

BEFORE ME, the undersigned authority, this day personally appeared JAMES C. GARDNER 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 JOHN P. HOFFMAN, JR., AGENT AND ATTORNEY-IN-FACT FOR EVELYN CLARK COLVIN

the Grantor 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 JAMES C. GARDNER JR. subscribed his name to the same at the same time as an attesting witness.

Sworn to and subscribed before me, this 24th day of March, 19 82. Notary Public in and for CADDO PARISH

[Signature of James C. Gardner Jr.]

GALE A. SMITH, Notary Public Caddo Parish, Louisiana My Commission Is Good For Life

Oil, Gas and Mineral Lease form with fields for No., FROM, TO, and Parish of.

STATE OF LOUISIANA SPEC. SUBSCRIPTIONS FARM UP 507 (1-68)

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 _____ oath, says: That _____ subscribed _____ name to the foregoing instrument as a witness, and that _____ 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 _____, the said _____ subscribed _____ name to the same at the same time as an attesting witness.

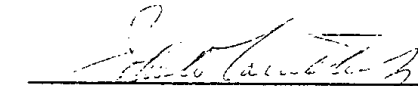
Sworn to and subscribed before me, this _____ day of _____, 19____. Notary Public in and for _____


Assignee agrees to faithfully carry out all of the covenants and provisions of the original leases; and hereby relieves and discharges Assignor of any obligations contained in said leases.

All of the terms and conditions hereof shall inure to the benefit of the successors, administrators, representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed before me, a Notary Public, and the undersigned competent witnesses, on this 19th day of September, 1983. The effective date of this instrument will be October 1, 1983.

WITNESSES:




John D. Caruthers, Jr.


Jane R. Caruthers

STATE OF LOUISIANA

PARISH OF CADDO

BEFORE ME, the undersigned authority, on this 19th day of September, 1983 personally came and appeared JOHN D. CARUTHERS, JR., and JANE R. CARUTHERS, 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.



Deborah Buie, NOTARY PUBLIC in and for
Bossier Parish, Louisiana

EXHIBIT "A"

Attached hereto and made a part hereof that certain Assignment between JOHN D. CARUTHERS, JR., AS Assignor and JAMES L. BARBER as Assignee, dated the 19th day of September, 1983.

| | |
|--------------|---|
| LEASE #: | 117-26D |
| LESSOR: | Jeani M. Magee, Tutrix, |
| LESSEE: | John D. Caruthers, Jr. |
| DATE: | October 2, 1981 |
| RECORDATION: | Reg. No. 890543 |
| LEASE #: | 117-26B |
| LESSOR: | Simon Herold, Agent and Attorney-in-Fact for Eleanor Herold Vallhonrat |
| LESSEE: | John D. Caruthers, Jr. |
| DATE: | September 22, 1981 |
| RECORDATION: | Reg. No. 888211 |
| LEASE #: | 117-26A |
| LESSOR: | John P. Hoffman, Jr., et al |
| LESSEE: | John D. Caruthers, Jr. |
| DATE: | August 20, 1981 |
| RECORDATION: | Reg. No. 882554 |
| LEASE #: | — |
| LESSOR: | John P. Hoffman, Jr., Agent and Attorney-In-Fact for Evelyn Clark Colvin |
| LESSEE: | John D. Caruthers, Jr. |
| DATE: | March 23, 1982 |
| RECORDATION: | Reg. No. 902380 |

01034379

CONF X

STATE OF LOUISIANA
PARISH OF CADDO

PARTIAL RELEASE OF OIL, GAS AND MINERAL LEASES

KNOW ALL MEN BY THESE PRESENTS, THAT:

The undersigned hereby releases, surrenders, and forever quitclaims unto the Lessors named therein and their successors in interest any and all rights whatsoever acquired or held under those certain Oil, Gas and Mineral Leases described in Exhibit "A", LESS AND EXCEPT all rights covered by said leases insofar and only insofar as:

01034379

- 1) Said leases cover and affect the Southeast Quarter of the North-west Quarter (SE $\frac{1}{4}$ of the NW $\frac{1}{4}$) Section 4, Township 21 North, Range 16 West, Caddo Parish, Louisiana.
- 2) Said leases cover and affect those formations, zones and horizons lying above the stratigraphic equivalent of 2, 500 feet (electric log measurement) in the same John D. Caruthers, Jr. - Hoffman No. 1 well, located in Section 4, Township 21 North, Range 16 West, Caddo Parish, Louisiana.

Said leases remain in full force and effect, except as herein specifically released.

EXECUTED this 11th day of March, 1985

FILED & RECORDED
 CADDO PARISH, LA.
 MAR 13 10 16 AM '85
 DEPUTY CLERK & RECORDER

WITNESSES:

Jay P. Little
Joseph Stewart
Ed. Beach
John A. Davis
Ed. Beach
Don L. Lewis

John D. Caruthers, Jr.
 JOHN D. CARUTHERS, JR., husband of Jane R. Caruthers, from whom he is separate in property.

James Louis Barber
 JAMES LOUIS BARBER

Sadie Martin Barber
 SADIE MARTIN BARBER

STATE OF LOUISIANA
PARISH OF CADDO

On this 11th day of March, 1985, before me personally appeared JOHN D. CARUTHERS, JR., known to me to be the person described in and who executed the foregoing instrument and who acknowledged that he executed the same as his free act and deed.

LaVerne J. Broussard
 LaVerne J. Broussard, Notary
 Public in and for Caddo Parish,
 Louisiana.

STATE OF LOUISIANA)
PARISH OF CADDO)

BEFORE ME, the undersigned authority, this day personally appeared _____

J. M. BURCH 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 JAMES LOUIS BARBER and SADIE MARTIN BARBER 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 J. M. BURCH subscribed his name to the same at the same time as an attesting witness.

Sworn to and subscribed before me,)
this 13th day of March, 1985.)

[Signature]
NOTARY PUBLIC in and for Caddo Parish,)
State of Louisiana.)

[Signature]

EXHIBIT "A"

Attached to and made a part of that certain Partial Release of Oil, Gas and Mineral Leases, executed by JOHN D. CARUTHERS, JR., et al, dated the 11th. day of March, 1985.

1. That certain Oil, Gas and Mineral Lease dated March 23, 1982, executed by John P. Hoffman, Jr., as Agent and Attorney-in-Fact for Evelyn Clark Colvin, widow of Gus W. Colvin, recorded in Conveyance Book 1921, Page 764, under Registry No. 902380 of the records in the office of the Clerk of Court, Caddo Parish, Louisiana.
2. That certain Oil, Gas and Mineral Lease dated October 2, 1981, executed by Jeani M. Magee, Tutrix of Charles Marcom Colvin, Beverly Catherine Colvin and James David Colvin, recorded in Conveyance Book 1896, Page 488, under Registry No. 890543 of the records in the office of the Clerk of Court, Caddo Parish, Louisiana.
3. That certain Oil, Gas and Mineral Lease dated August 20, 1981, executed by John P. Hoffman, Jr., Individually and as Agent and Attorney-in-Fact for Gus W. Colvin, Jr., Jane Colvin Hubbard, Patty Colvin Hall, Crawford Colvin Jinks, Bertha W. Jinks, Jean Mansell Colvin, John M. Colvin, Jr., Pattie Colvin Bond, Mary Alston Colvin Davis, James Ludwig Colvin, and Dorothy Colvin Jordan, recorded in Conveyance Book 1880, Page 174, under Registry No. 882554 of the records in the office of the Clerk of Court, Caddo Parish, Louisiana.
4. That certain Oil, Gas and Mineral Lease dated September 22, 1981, executed by Eleanor Herold Vallhonrat, wife of Juan B. Vallhonrat, Simon Herold, Agent and Attorney-in-Fact for Rosemary H. Lazard, widow of Jules C. Lazard, Sidney K. Herold, husband of Barbara Herold and Anne Herold Winks, wife of Donald C. Winks, recorded in Conveyance Book 1891, Page 563, under Registry No. 888211 of the records in the office of the Clerk of Court, Caddo Parish, Louisiana.

REC. CONV. BOOK 2584

01213088
SHERIFF SALE DEED

CONV. X

MARTIN TIMBER COMPANY, INC.

No. 345,915

vs.

STATE OF LOUISIANA
FIRST JUDICIAL DISTRICT
PARISH OF CADDO

GUS W. COLVIN, JR., ET AL

WHEREAS, I, DON HATHAWAY, Sheriff and Ex-Officio Auctioneer, of the Parish

of Caddo, by virtue of ^a writ of Commission to Sell to me directed by the Honorable, the First Judicial District Court, in and for the Parish of Caddo, after having fulfilled and complied with all the legal requirements, did ~~seize and take into my possession~~ ^{advertise} the following described REAL property, together with all of the buildings and improvements thereon, situated in Caddo Parish, Louisiana, viz:

The property, real and personal, rights & credits of MARTIN TIMBER COMPANY, INC., PLAINTIFF, AND GUS W. COLVIN, JR., JANE COLVIN HUBBARD, PATTY COLVIN HALL AND EVELYN CLARK COLVIN, DEFENDANTS, in indivision of the attached described property to effect a partition by public licitation in the following proportions:

- undivided 80.00 percent to Martin Timber Company, Inc.
- undivided 6.667 percent interest to Gus W. Colvin, Jr.
- undivided 6.667 percent interest to Jane Colvin Hubbard
- undivided 6.666 percent interest to Patty Colvin Hall;

the interest of Gus W. Colvin, Jr., Jane Colvin Hubbard and Patty Colvin Hall shall be subject to a one-quarter usufruct for life in favor of their mother, Evelyn Clark Colvin.

FILED - RECORDED
CLERK OF PARISH, LA.
NOV 11 11 11 AM '88
DEPUTY CLERK OF PARISH

and whereas, I gave due notice of the sale of said property, as follows: TO-WIT: On the 4th

day of November, 1988, by advertisement in the English language, announcing the sale to take place in Room G-18, or any other place within the Caddo Parish Courthouse in said City of Shreveport, designated by notice posted in the

lobby prior to the sale, on WEDNESDAY, the 7th day of December, A.D. 1988, which said advertisement was inserted and published in the Shreveport Journal, (a newspaper published in the City of Shreveport, La.) to-wit from

the 4th day of November, A.D., 1988, to the day of sale, being full thirty clear days from date of first notice given in said newspaper until the day of sale. And at said time and place, within the legal hours for sales commencing at 10:00 A.M., and after the writ, the advertisement and the mortgage certificate (a copy of which is annexed to and made part hereof by reference), been read aloud by me, and after complying with all requirements of law, I exposed said property for sale at public Auction, for CASH, according to law, and at the offering of the above described property, the

sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO/100 Dollars, was bid by the purchaser named hereinafter, that sum being the highest bid, and the above described property was adjudicated to that purchaser, namely:

JAMES S. HUBBARD, husband of JANE C. HUBBARD
612 Hillyer
High Road
Anniston, ALA 36201

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT I, DON HATHAWAY, Sheriff of the Parish of Caddo, in consideration of the premises, and by virtue of the laws of the State in such cases made and provided, do SELL AND TRANSFER the said before described property to the said VENDEE and all the rights and title which

the said GUS W. COLVIN, JR., JANE COLVIN HUBBARD, PATTY COLVIN HALL AND EVELYN CLARK COLVIN

had in or to the said described property, to have and to hold the name to the said VENDEE, Heirs and Assigns Forever.

THUS DONE AND PASSED in my office in Shreveport, Caddo Parish, Louisiana, in the presence of the undersigned competent witnesses and me, Notary, on this 7th day of December, 1988.

Belinda Wellman
WITNESS

DON HATHAWAY, SHERIFF & EX-OFFICIO AUCTIONEER

Cynthia Brown
WITNESS

BY: Judith N. Sales
DEPUTY

Donna A. Newton
NOTARY

That part of the Southwest Quarter of Southwest Quarter lying east of KCS Railroad, less the West 466.6 feet of the West 467 feet thereof, and that part of the Southwest Quarter of Southwest Quarter lying west of Highway 1, Section 1, Township 21 North, Range 16 West;

The West Half of the Northwest Quarter of Northeast Quarter and the Southwest Quarter of Northeast Quarter and the Northwest Quarter and South Half of Section 2, Township 21 North, Range 16 West;

51.06 acres being part of the North Half of the Northwest Quarter lying west of Border Lane and the South 49.52 acres of the West Half of Southwest Quarter of Section 3, Township 21 North, Range 16 West;

The Northwest Quarter and the North Half of Southwest Quarter and 110.42 acres being the South three-quarters of the East Half of East Half, less the South 1,971.5' of the North 2,321.5' of the East 210' of Section 4, Township 21 North, Range 16 West.

86.66 acres being the Southeast Quarter of Northeast Quarter, Northeast Quarter of Northeast Quarter and the East $6 \frac{2}{3}$ acres of the Northwest Quarter of Northeast Quarter, 28.00 acres being an undivided $\frac{21}{25}$ interest in the West $33 \frac{1}{3}$ acres of the Northwest Quarter of Northeast Quarter, the West Half of the Southeast Quarter and the East Half of Southwest Quarter and the East Half of the Northwest Quarter, the South Half of Northwest Quarter of Northwest Quarter and the Southwest Quarter of Northwest Quarter, and the North Half of Northwest Quarter of Northwest Quarter, Section 11, Township 21 North, Range 16 West;

The Southwest Quarter of Northwest Quarter, less right-of-way, less road and strip sold to Southwestern Gas and Electric Company, and the Northeast Quarter and the East Half of Northwest Quarter and the Northwest Quarter of Northwest Quarter, less railroad and strip sold to SWEPCO, of Section 12, Township 21 North, Range 16 West;

The South Half of Lot 15, Section 36, Township 21 North, Range 16 West;

The Northeast Quarter of Southeast Quarter of Section 16, Township 22 North, Range 16 West;

The North Half of Northeast Quarter of Section 21, Township 22 North, Range 16 West;

The Southeast Quarter of Southeast Quarter of Section 34, Township 22 North, Range 16 West;

The South Half of Southwest Quarter lying West of Border Lane of Section 34, Township 22 North, Range 16 West; and

The West Half of Southwest Quarter of Section 35, Township 22 North, Range 16 West.

AMENDED SHERIFF SALE DEED TO CORRECT THAT CERTAIN DEED RECORDED UNDER REGISTRY NUMBER 01213088, RECORDED ON DECEMBER 13, 1988 - TO AMEND THE DEED BY ADDING A NAME INADVERTENTLY LEFT OUT OF THE VENDOR'S NAMES

SHERIFF SALE DEED CONV. ~~X~~

MARTIN TIMBER COMPANY, INC. 01214054

No. 345,915

REC: CONV. BOOK 2566

STATE OF LOUISIANA
FIRST JUDICIAL DISTRICT
PARISH OF CADDO

GUS W. COLVIN, JR., ET AL

WHEREAS, I, DON HATHAWAY, Sheriff and Ex-Officio Auctioneer, of the Parish

of Caddo, by virtue of ~~virtue of~~ a Commission To Sell _____ to me directed by the Honorable, the First Judicial District Court, in and for the Parish of Caddo, after having fulfilled and complied with all the legal requirements, did ~~seize and take into my possession~~ advertise the following described REAL property, together with all of the buildings and improvements thereon, situated in Caddo Parish, Louisiana, viz:

The property, real and personal, rights & credits of MARTIN TIMBER COMPANY, INC. PLAINTIFF, AND GUS W. COLVIN, JR., JANE COLVIN HUBBARD, PATTY COLVIN HALL AND EVELYN CLARK COLVIN DEFENDANTS, in indivision of the attached described property to effect a partition by licitation in the following proportions:

01214054

- undivided 80.00 percent to Martin Timber Company, Inc.
- undivided 6.667 percent interest to Gus W. Colvin, Jr.
- undivided 6.667 percent interest to Jane Colvin Hubbard
- undivided 6.666 percent interest to Patty Colvin Hall;
- the interest of Gus W. Colvin, Jr., Jane Colvin Hubbard and Patty Colvin Hall and a quarter usufruct for life in favor of their mother, Evelyn Clark Colvin

RECORDED IN CADDO PARISH COURT BOOK 345 PAGE 915
JAN 21 3 48 PM '88
CLERK

and whereas, I gave due notice of the sale of said property, as follows: TO-WIT: On the 4th

day of November, 19 88, by advertisement in the English language, announcing the sale to take place in Room G-18, or any other place within the Caddo Parish Courthouse in said City of Shreveport, designated by notice posted in the

lobby prior to the sale, on WEDNESDAY, the 7th day of December, A.D. 19 88, which said advertisement was inserted and published in the Shreveport Journal, (a newspaper published in the City of Shreveport, La.) to-wit from

the 4th day of November, A.D., 19 88, to the day of sale, being full thirty clear days from date of first notice given in said newspaper until the day of sale. And at said time and place, within the legal hours for sales commencing at 10:00 A.M., and after the writ, the advertisement and the mortgage certificate (a copy of which is annexed to and made part hereof by reference), been read aloud by me, and after complying with all requirements of law, I exposed said property for sale at public Auction, for CASH, according to law, and at the offering of the above described property, the

sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO/100 Dollars. was bid by the purchaser named hereinafter, that sum being the highest bid, and the above described property was adjudicated to that purchaser, namely:

JAMES S. HUBBARD, husband of JANE C. HUBBARD
612 Hillyer
High Road
Anniston, ALA 36201

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT I, DON HATHAWAY Sheriff of the Parish of Caddo, in consideration of the premises, and by virtue of the laws of the State in such cases made and provided, do SELL AND TRANSFER the said before described property to the said VENDEE and all the rights and title which the said GUS W. COLVIN, JR., JANE COLVIN HUBBARD, PATTY COLVIN HALL, EVELYN CLARK COLVIN AND MARTIN TIMBER COMPANY, INC.

had in or to the said described property, to have and to hold the name to the said VENDEE, Heirs and Assigns Forever.

THUS DONE AND PASSED in my office in Shreveport, Caddo Parish, Louisiana, in the presence of the undersigned competent witnesses and me, Notary, on this 21st day of December, 198 8.

Denise Franette
WITNESS
Summia Brown
WITNESS

DON HATHAWAY, SHERIFF & EX-OFFICIO AUCTIONEER
BY: Judy M. Baker
DEPUTY

Will D. Newton
NOTARY

2564/12

75

That part of the Southwest Quarter of Southwest Quarter lying east of KCS Railroad, less the West 466.6 feet of the West 467 feet thereof, and that part of the Southwest Quarter of Southwest Quarter lying west of Highway 1, Section 1, Township 21 North, Range 16 West;

The West Half of the Northwest Quarter of Northeast Quarter and the Southwest Quarter of Northeast Quarter and the Northwest Quarter and South Half of Section 2, Township 21 North, Range 16 West;

51.06 acres being part of the North Half of the Northwest Quarter lying west of Border Lane and the South 49.52 acres of the West Half of Southwest Quarter of Section 3, Township 21 North, Range 16 West;

The Northwest Quarter and the North Half of Southwest Quarter and 110.42 acres being the South three-quarters of the East Half of East Half, less the South 1,971.5' of the North 2,321.5' of the East 210' of Section 4, Township 21 North, Range 16 West.

86.66 acres being the Southeast Quarter of Northeast Quarter, Northeast Quarter of Northeast Quarter and the East $6 \frac{2}{3}$ acres of the Northwest Quarter of Northeast Quarter, 28.00 acres being an undivided $\frac{21}{25}$ interest in the West $33 \frac{1}{3}$ acres of the Northwest Quarter of Northeast Quarter, the West Half of the Southeast Quarter and the East Half of Southwest Quarter and the East Half of the Northwest Quarter, the South Half of Northwest Quarter of Northwest Quarter and the Southwest Quarter of Northwest Quarter, and the North Half of Northwest Quarter of Northwest Quarter, Section 11, Township 21 North, Range 16 West;

The Southwest Quarter of Northwest Quarter, less right-of-way, less road and strip sold to Southwestern Gas and Electric Company, and the Northeast Quarter and the East Half of Northwest Quarter and the Northwest Quarter of Northwest Quarter, less railroad and strip sold to SWEPCO, of Section 12, Township 21 North, Range 16 West;

The South Half of Lot 15, Section 36, Township 21 North, Range 16 West;

The Northeast Quarter of Southeast Quarter of Section 16, Township 22 North, Range 16 West;

The North Half of Northeast Quarter of Section 21, Township 22 North, Range 16 West;

The Southeast Quarter of Southeast Quarter of Section 34, Township 22 North, Range 16 West;

The South Half of Southwest Quarter lying West of Border Lane of Section 34, Township 22 North, Range 16 West; and

The West Half of Southwest Quarter of Section 35, Township 22 North, Range 16 West.

See Correction filed 4/18/90
Reg # 1264749 BK 2667
288

CONV. X

01259946

REC: CONV. BOOK 2657

ASSIGNMENT

STATE OF LOUISIANA
PARISH OF CADDO

KNOW ALL MEN BY THESE PRESENTS:

FILED & RECORDED
CADDO PARISH, LA.
MAY 1 2 09 PM '90
JAMES L. BARBER
NOTARY PUBLIC

That: JAMES L. BARBER and SADIE MARTIN BARBER, husband and wife, residents of Caddo Parish, Louisiana, whose mailing address is P.O. Box 176, Oil City, La. 71061,

hereinafter referred to as ASSIGNORS, (whether or not one or more), declared that they do by theses presents, assign, transfer, convey and deliver unto:

HUGH H. BEENE, husband of Juanez Beene, a resident of Caddo Parish, Louisiana, whose mailing address is 10890 Stacy Landing Road, Vivian, Louisiana 71082, d/b/a Hutson Oil Company H. H. B.

hereinafter styled as ASSIGNEE, his successors and ASSIGNS ALL RIGHTS, TITLE AND INTEREST being 100% Working Interest in and to those oil, gas and mineral leases described on EXHIBIT "A" attached hereto and made apart hereof.

This assignment is made 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 adquacy of which is hereby acknowledged.

The said assignee agrees to faithfully carry out all the provisions of the original leases in so far as it applies to that portion of the tract conveyed.

The effective date of this assignment is February 1, 1990.

IN WITNESS WHEREOF, this instrument is signed on the 22nd day of February, 1990, in the presence of the undersigned and me, Notary Public.

WITNESSES:

Margaret S. Sings
John F. Winton

James L. Barber
JAMES L. BARBER
Sadie Martin Barber
SADIE MARTIN BARBER
Hugh H. Beene
HUGH H. BEENE
Juanez Beene
JUANEZ BEENE

Richard L. Winton
NOTARY PUBLIC

01259946

EXHIBIT "A"

LEASE #: 117-26D
LESSOR: Jeani M. Magee, Tutrix,
LESSEE: John D. Caruthers, Jr.
DATE: October 2, 1981
RECORDATION: Reg. No. 890543

LEASE #: 117-26B
LESSOR: Simon Herold, Agent and Attorney-in-Fact
for Eleanor Herold Vallhonrat
LESSEE: John D. Caruthers, Jr.
DATE: September 22, 1981
RECORDATION: Reg. No. 888211

LEASE #: 117-26A
LESSOR: John P. Hoffman, Jr., et al
LESSEE: John D. Caruthers, Jr.
DATE: August 20, 1981
RECORDATION: Reg. No. 882554

LEASE #: --
LESSOR: John P. Hoffman, Jr., Agent and Attorney-In-Fact
for Evelyn Clark Colvin -
LESSEE: John D. Caruthers, Jr.
DATE: March 23, 1982 -
RECORDATION: Reg. No. 902380

INSOFAR AND ONLY as it covers and affects the following described property, to-wit:

Northeast Quarter of Southwest Quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 4,
Township 21 North, Range 16 West, Caddo Parish, Louisiana, from
surface depth

together with all wells and equipment located thereon and pertaining
thereto

01264749 CONV. X

CORRECTED
ASSIGNMENT

RECORDED
INDEXED
NOV 11 1990
NOTARY PUBLIC, LA.
James Barber

STATE OF LOUISIANA

PARISH OF CADDO

KNOW ALL MEN BY THESE PRESENTS:

That: JAMES L. BARBER and SADIE MARTIN BARBER, husband and wife, residents of Caddo Parish, Louisiana, whose mailing address is P.O. Box 827, Oil City, La. 71061

hereinafter referred to as ASSIGNORS, (whether or not one or more), declared that they do by theses presents, assign, transfer, convey and deliver unto:

HUGH H. BEENE, husband of Juanez Beene, a resident of Caddo Parish, Louisiana, whose mailing address is 10890 Stacy Landing Road, Vivian, Louisiana 71082, dba Hutson Oil Company

hereinafter styled as ASSIGNEE, his successors and ASSIGNS ALL RIGHTS, TITLE AND INTEREST being 100% Working Interest in and to those oil, gas and mineral leases described on EXHIBIT "A" attached hereto and made apart hereof.

This assignment is given to correct and amend that certain assignment dated February 22, 1990, recorded on March 1, 1990, under instrument No. 01259946, in which the description was incorrect.

The consideration of this assignment are the same terms and conditions as expressed in instrument no. 01259946.

IN WITNESS WHEREOF, this instrument is signed on the 16 day of April, 1990, in the presence of the undersigned and me, Notary Public.

WITNESSES:

Karla W. Rice

John F. Rice

James L. Barber
JAMES L. BARBER

Sadie Martin Barber
SADIE MARTIN BARBER

Hugh H. Beene
HUGH H. BEENE

Juanez Beene
JUANEZ BEENE

*Notary did Not Examine Title

Notary Public
NOTARY PUBLIC

01264749

BK2657/342

EXHIBIT "A"

LEASE #: 117-26D
LESSOR: Jeani M. Magee, Tutrix,
LESSEE: John D. Caruthers, Jr.
DATE: October 2, 1981
RECORDATION: Reg. No. 890543

LEASE #: 117-26B
LESSOR: Simon Herold, Agent and Attorney-in-Fact
for Elanor Herold Ballhonrat
LESSEE: John D. Caruthers, Jr.
DATE: September 22, 1981
RECORDATION: Reg. No. 8882211

LEASE #: 117-26A
LESSOR: John P. Hoffman, Jr., etal
LESSEE: John D. Caruthers, Jr.
DATE: August 20, 1981
RECORDATION: Reg. No. 882554

LEASE #: John P. Hoffman, Jr., Agent and
LESSOR: Attorney-In-Fact of Evelyn Clark
colvin
LESSEE: John D. Caruthers, Jr.
DATE: March 23, 1982
RECORDATION: Reg. No. 902380

INSOFAR AND ONLY INSOFAR as it covers and affects the following described property, to-wit:

Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section 4, Township 21 North, Range 16 West, Caddo Parish, Louisiana.

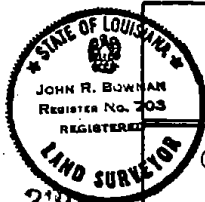
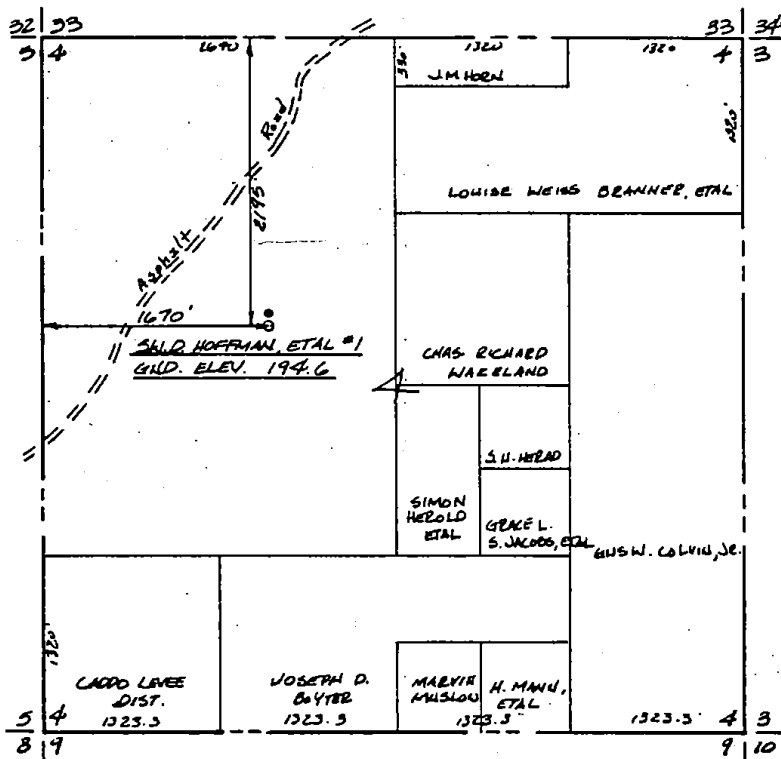
together with all wells and equipment located thereon and pertaining thereto.

MAP OF SURVEY

Locating James L. Barber Well
 Salt Water Disposal, Hoffman, et al #1
 in the Southeast 1/4 of the Northwest 1/4 of Section 4
 Township 21 North, Range 16 West

Date: November 7, 1983 Caddo Parish, La. Scale: 1" = 1000'

I, John R. Bowman, hereby certify that stake has been set for James L. Barber Well, Salt Water Disposal, Hoffman, et al #1, 2195 feet South and 1670 feet East from the Northwest corner of Section 4, Township 21 North, Range 16 West, as shown hereon.



JOHN R. BOWMAN & ASSOC., INC.
 303 Hutchinson Building
 Shreveport, Louisiana

John R. Bowman

Book No. 18-85 File No. C. T. No.

C 2822

1347774

EV

STATE OF LOUISIANA :
PARISH OF C A D D O:

A S S I G N M E N T

Before me, the undersigned Notary Public
 undersigned competent witnesses, on this day came and
 BEENE and JUANEZ BEENE, husband and wife, residents Caddo
 Parish, Louisiana, whose mailing address is 10890 Stacy Standing
 Road, Vivian, Louisiana 71082 (HUGH H. BEENE sometimes d/b/a
 Hutson Oil Company), hereinafter called "ASSIGNORS" who did
 declare that for and in consideration of the sum of ONE HUNDRED
 AND NO/100 DOLLARS (\$100.00) and other good and valuable
 considerations, the receipt of which is hereby acknowledged,
 ASSIGNORS do hereby grant, bargain, sell, convey and assign unto
 WILLIAM CALVIN ALLEN, III, husband of Patricia Hoke Allen, and
 ALTON E. ALLEN, husband of Evelyn Cutrer Allen, d/b/a ALLEN
 BROTHERS, whose mailing address is P. O. Box 248, Oil City,
 Louisiana 71061, all of their right, title and interest in and
 to those certain oil, gas and mineral leases particularly
 described on Exhibit "A" attached hereto and made a part hereof,
 which leases cover and affect the Southeast Quarter of the
 Northwest Quarter of Section 4, Township 21 North, Range 16
 West, Caddo Parish, Louisiana.

RECORDED
 20th MAR 1992
 CADDOPARISH, LA.
 DEPUTY CLERK & RECORDER

1347774

ASSIGNORS further grant, bargain, sell, convey and
 assign unto ASSIGNEES all of their right, title and interest in
 and to all wells located on said leases and in and to any and all
 equipment located on said leases and connected with or
 appertaining to said wells.

This Assignment is made effective as of the 1st
 day of June, 1992 at 7:00 A. M.

THUS DONE and SIGNED before the undersigned Notary
 Public and undersigned competent witnesses on this 1st day of
June, 1992.

WITNESSES:

Virginia Hartz
Jerry Williams

Hugh H. Beene
 HUGH H. BEENE
Juanes Beene
 JUANEZ BEENE

Notary Public
 NOTARY PUBLIC

EXHIBIT "A"

LEASE #: 117-26D
LESSOR: Jeani M. Magee, Tutrix,
LESSEE: John D. Caruthers, Jr.
DATE: October 2, 1981
RECORDATION: Reg. No. 890543

LEASE #: 117-26B
LESSOR: Simon Herold, Agent and Attorney-in-Fact
for Eleanor Herold Ballhousat
LESSEE: John D. Caruthers, Jr.
DATE: September 22, 1981
RECORDATION: Reg. No. 8882211

LEASE #: 117-26A
LESSOR: John P. Hoffman, Jr., et al
LESSEE: John D. Caruthers, Jr.
DATE: August 20, 1981
RECORDATION: Reg. No. 882554

LEASE #:
LESSOR: John P. Hoffman, Jr., Agent and
Attorney-in-Fact of Evelyn Clark
colvin
LESSEE: John D. Caruthers, Jr.
DATE: March 23, 1982
RECORDATION: Reg. No. 902380

INSOFAR AND ONLY INSOFAR as it covers and affects the following described property, to-wit:

Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section 4, Township 21 North, Range 16 West, Caddo Parish, Louisiana.

together with all wells and equipment located thereon and pertaining thereto.

SE of NW

C 2846

1360552

41

STATE OF LOUISIANA :

A S S I G N M E N T

PARISH OF C A D D O :

Before me, the undersigned Notary Public and undersigned competent witnesses, on this day came and HUGH H. BEENE and JUANEZ BEENE, husband and wife, residents of Caddo Parish, Louisiana, whose mailing address is 10890 Stacy Handing Road, Vivian, Louisiana 71082 (HUGH H. BEENE sometimes d/b/a Hutson Oil Company), hereinafter called "ASSIGNORS" who did declare that for and in consideration of the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, ASSIGNORS do hereby grant, bargain, sell, convey and assign unto WILLIAM CALVIN ALLEN, III, husband of Patricia Hoke Allen, and ALTON E. ALLEN, husband of Evelyn Cutrer Allen, d/b/a ALLEN BROTHERS, whose mailing address is P. O. Box 248, Oil City, Louisiana 71061, all of their right, title and interest in and to those certain oil, gas and mineral leases particularly described on Exhibit "A" attached hereto and made a part hereof, which leases cover and affect the Southeast Quarter of the Northwest Quarter of Section 4, Township 21 North, Range 16 West, Caddo Parish, Louisiana.

1360552

ASSIGNORS further grant, bargain, sell, convey and assign unto ASSIGNEES all of their right, title and interest in and to all wells located on said leases and in and to any and all equipment located on said leases and connected with or appertaining to said wells.

This Assignment is made effective as of the 1st day of June, 1992 at 7:00 A. M.

THUS DONE and SIGNED before the undersigned Notary Public and undersigned competent witnesses on this 1st day of June, 1992.

WITNESSES:

Virginia Hart
Jerry Williams

Hugh H. Beene
HUGH H. BEENE
Juanes Beene
JUANEZ BEENE

Don D. Smith
NOTARY PUBLIC

EXHIBIT "A"

LEASE #: 117-260
LESSOR: Jeani M. Magee, Tutrix,
LESSEE: John D. Caruthers, Jr.
DATE: October 2, 1981
RECORDATION: Reg. No. 890543

LEASE #: 117-26B
LESSOR: Simon Herold, Agent and Attorney-in-Fact
for Eleanor Herold Ballhounat
LESSEE: John D. Caruthers, Jr.
DATE: September 22, 1981
RECORDATION: Reg. No. 8882211

LEASE #: 117-26A
LESSOR: John P. Hoffman, Jr., otal
LESSEE: John D. Caruthers, Jr.
DATE: August 20, 1981
RECORDATION: Reg. No. 882554

LEASE #:
LESSOR: John P. Hoffman, Jr., Agent and
Attorney-In-Fact of Evelyn Clark
colvin
LESSEE: John D. Caruthers, Jr.
DATE: March 23, 1982
RECORDATION: Reg. No. 902380

INSOPAR AND ONLY INSOPAR as it covers and affects the
following described property, to-wit:

South east Quarter of the Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) of
Section 4, Township 21 North, Range 16 West, Caddo Parish,
Louisiana.

together with all wells and equipment located thereon and
pertaining thereto.

SE of NW

C 3148

1538680

STATE OF LOUISIANA :

ASSIGNMENT

PARISH OF C A D D O :

FILED & RECORDED
CADDOPARISH LA

Nov 15 11 44 AM '96

Molly Clark
DPT. CLERK & RECORDER

Before me, the undersigned Notary Public and undersigned competent witnesses, on this day came and appeared WILLIAM CALVIN ALLEN, III, joined herein by his wife, PATRICIA HOKE ALLEN, and ALTON E. ALLEN, joined herein by his wife, EVELYN C. ALLEN, residents of Caddo Parish, Louisiana, d/b/a ALLEN BROTHERS, hereinafter called "ASSIGNORS", who did declare that for and in consideration of the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, they do hereby grant, bargain, sell, convey and assign unto QUALITY PETROLEUM, INC., a _____ corporation, hereinafter called "ASSIGNEE", all of their right, title and interest in and to the following described oil, gas and mineral leases covering and affecting lands located in Caddo Parish, Louisiana:

ELLERBE ESTATE LEASE: Oil, gas and mineral lease, dated March 1, 1989, executed by Sam W. Smith, Jr., et al, in favor of April Rain Production Co., Inc., covering the Southeast Quarter of Section 5, Township 21 North, Range 16 West, Caddo Parish, Louisiana, LESS AND EXCEPT the East 25 acres of said Quarter Section, more or less, recorded March 1, 1989 in Conveyance Book 2593, Page 395 of the Records of Caddo Parish, Louisiana.

ALLEN BROTHERS - HOFFMAN, ET AL, LEASE: Oil, gas and mineral lease by John P. Hoffman, et al, in favor of John D. Caruthers, Jr., dated March 23, 1982 and recorded under Instrument No. 902380 of the Conveyance Records of Caddo Parish, Louisiana, insofar as it covers and affects the Southeast Quarter of the Northwest Quarter of Section 4, Township 21 North, Range 16 West, Caddo Parish, Louisiana

The Ellerbe Lease is burdened by royalty and overriding royalty interest totalling 20%, so ASSIGNORS are assigning to ASSIGNEE, by this instrument, a "net 80% working interest" in the Ellerbe Lease, that is, a leasehold interest entitling ASSIGNEE, as the owner thereof, to 80% of total production from the lands covered by said lease.

The Hoffman, et al, Lease is burdened by royalty and overriding royalty interest totalling 25%, so ASSIGNORS are

1538680

assigning to ASSIGNEE, by this instrument, a "net 75% working interest" in the Hoffman, et al, Lease, that is, a leasehold interest entitling ASSIGNEE, as the owner thereof, to 75 % of total production from the lands covered by said lease.

ASSIGNORS also grants, bargains, sells, conveys and assigns all of their right, title and interest in and to all the wells located on said leases and in and to any and all equipment located on said leases and connected with or appertaining to said wells.

This Assignment is made effective as of the first day of November, 1996 at 7:00 A. M.

THUS DONE and SIGNED before the undersigned Notary Public and undersigned competent witnesses on this 28 day of October, 1996.

WITNESSES:

[Signature]

[Signature]

[Signature]
WILLIAM CALVIN ALLEN, III

[Signature]
PATRICIA HOKE ALLEN

[Signature]
ALTON E. ALLEN

[Signature]
EVELYN G. ALLEN

[Signature]
NOTARY PUBLIC

C 3266 1616702

ASSIGNMENT OF OIL AND GAS LEASE(S)

Instrument Date: February 24, 1998

Oil and Gas Lease(s):

1. Date: March 23, 1982

Lessor: John P. Hoffman *et al.*

Lessee: John D. Caruthers, Jr.

Recording Information: Instrument No. 902380, Official Public Records, Caddo Parish, Louisiana

Leasehold Estate: SE/4 of the NW/4 of Section 4, T21N, R16W, Caddo Parish, Louisiana

Parties:

Assignor: Quality Petroleum, Inc.

Assignor's Mailing Address: 14902 Preston Road, Ste. 404-536
Dallas, Texas 75240

Assignee: Quality Petroleum, Inc., Agent for certain beneficial owners

Assignee's Mailing Address: 14902 Preston Road, Ste. 404-536
Dallas, Texas 75240

Consideration:

Ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Assignment:

Assignor, for the consideration recited and subject to the exceptions to and reservations from conveyance and warranty, transfers, assigns and conveys to Assignee 100% of the Lease and Leasehold Estate (75% of 100% revenue interest), insofar as said Lease covers the following:

The well bore, associated equipment and personal property, and the producing and/or productive interval(s) of the Hoffman #1 Well, together with its governmentally prescribed or permitted production unit surrounding the well, as the same may be lawfully amended;

FILED & RECORDED
CADDO PARISH LA

AUG 11 12 14 PM '98

Nancy Clark
DPY. CLERK & RECORDER

1616702

to have and hold it to Assignee and Assignee's principals and their respective heirs, executors, administrators, successors, or assigns forever; and Assignor hereby binds Assignor and Assignor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Lease and Leasehold Estate to Assignee and Assignee's principals and their respective heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural and vice versa.

Executed on the date first above written, but effective with first production from the Well pursuant to the Lease.

Assignor: Quality Petroleum, Inc.

By: Eleanor Sweesy
Title: PRESIDENT

STATE OF TEXAS

The execution of this instrument was acknowledged before me on this 6th day of AUGUST, 1998, on behalf of Quality Petroleum, Inc., by ELEANOR SWEESY, its PRESIDENT.

My Commission Expires: 1/2/02



Lisa M. Grotty
Notary Public, State of Texas
LISA M GROTTY
Notary's Name Printed

ASSIGNMENT OF OIL AND GAS- LEASE(S) AND WELL(S)
and
BILL OF SALE OF RELATED EQUIPMENT

1850301
GARY LOFTIN
CLERK OF COURT

Date: March 18, 2001

Oil and Gas Lease:
("Lease" whether one or more)

1. Date: December 16, 1996

Assignor: William Calvin Allen, III, individually & as executor of W.C. Allen, Jr, Estate and Alton E. Allen, D/B/A Allen Brothers.

Assignee: Quality Petroleum, Inc.

Recording Information: Volume ____ Page ____
Reg. No. _____
Caddo Parish, Louisiana

Leasehold Estate: Oil, gas and mineral lease, dated March , 1989 executed by Sam W. Smith, Jr., et al, in favor April Rain Production Co., Inc. covering the Southeast Quarter of Section 5, Township 21 North, Range 16 West, Caddo Parish, LA, LESS AND EXCEPT the East 25 acres of said Quarter Section, more or less, recorded March 1, 1989 in Conveyance Book 2593, Page 395 of the Records of Caddo Parish, Louisiana.

FILED & RECORDED
CADDOPARISH
SHREVEPORT, LA.
2001 APR - 8 P 3: 26
GARY LOFTIN
CLERK & RECORDER

2. Date: December 16, 1996

Assignor: William Calvin Allen, III, individually & as executor of W.C. Allen, Jr. Estate and Alton E. Allen E. Allen, D/B/A Allen Brothers.

Assignee: Quality Petroleum, Inc.

Recording Information: Volume ____, Page ____
Reg. No. _____
Caddo Parish, Louisiana

Leasehold Estate: Oil, gas and mineral lease by John P. Hoffman, et al, in favor of John D. Caruthers, Jr, dated

March 23, 1982 and recorded under Instrument No. 902380 of the Conveyance Records of Caddo Parish, Louisiana, insofar as it covers and affects the Southeast Quarter of the Northwest Quarter of Section 4, Township 21 North, Range 16 West, Caddo Parish, Louisiana

Assignor: Quality Petroleum, Inc., individually and as Agent for certain beneficial owners.

Assignor's Mailing Address: 14902 Preston Road, Suite 404-536
Dallas, Texas 75240

Assignee: Pace Royalty Trust Fund, Inc.

Assignee's Mailing Address: 610 Marshall St. Suite 610
Shreveport, Louisiana 71101

Consideration:

Ten dollars (\$10.00) and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Assignment:

Assignment, for the consideration recited and subject to any exceptions to and/or reservation from conveyance and warranty, sells, transfers, assigns and conveys to Assignee, its heirs, executors, administrators, successors, and assigns, all of Assignors' right, title and interest in and to the Lease and Leasehold Estate, including all wells drilled thereon and all associated well equipment and personal property located on the Leasehold Estate, or used or obtained in connection therewith.

Warranties:

Assignor makes no representations or warranties respecting title to the Lease or Leasehold Estate, or whether the Lease is in full force or effect, express or implied.

With respect to the well equipment and personal property, Assignor represents and warrants that:

- a) Assignor has title to the Equipment, free and clear of all liens and encumbrances, except the unsecured claims of the current lessor in the lawsuit disclosed above, and Assignor, is duly authorized to dispose of the Equipment as herein contemplated.
- b) To the extent permitted by applicable law and the provisions of any agreement to which

Assignor is party, Assignee shall have the benefit of all representations and warranties given to Assignor in connection with Assignor's acquisition of the Equipment; and

- c) Assignor shall defend the title to the Equipment for the benefit of Assignee, its heirs, executors, administrators, successors and assigns against all persons, except the current lessor, claiming the same or any part thereof by, through or under Assignor, but not otherwise.
- d) ASSIGNOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE EQUIPMENT, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSIGNEE TAKES AND ACCEPTS TITLE TO THE EQUIPMENT AS IS, WHERE IS.

Assignee's Obligations:

From and after the date of this instrument, Assignee shall assume and have sole responsibility for all obligations and duties of the Lessee under the Lease, Assignor under prior assignments, if any, and under the laws, rules and regulations of the appropriate regulatory authority applicable to oil and gas properties and wells, and the operators thereof, including specifically but without limitation, the obligation to properly plug and abandon each well on the Leasehold Estate at the end of its commercial life. Assignee shall immediately execute and file with such regulatory authority the appropriate form designating Assignee as operator of the Leasehold Estate and wells, effective the date this assignment is effective.

Prorating or Allocating Production:

For purposes of prorating or allocating production, the effective date of this Assignment is March 18, 2001, at 7:00 a.m., so that all production for the month of March, 2001, and thereafter shall belong to Assignee, and all production obtained prior to March, 2001 shall belong to Assignor.

Indemnification:

Assignor hereby indemnifies and will hold Assignee harmless from and against any and all liabilities, damages, claims and losses incurred in connection with the Lease, Leasehold Estate and wells prior to the effective date hereof, and Assignee hereby indemnifies and will hold Assignor harmless from and against any and all liabilities, damages, claims and losses which may be incurred in connection with the Lease, Leasehold Estate and wells after said date.

When the context requires, singular nouns and pronouns include the plural and vice versa.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date ~~first above~~ written, but effective from and after March 18, 2001 at 7:00 a.m.

Assignor: Quality Petroleum, Inc., individually and as Agent for certain beneficial owners.

By: Eleanor Sweesy

STATE OF LOUISIANA

The execution of this instrument was acknowledged before me on this 18th day of March, 2001, by Elenor Sweesy, President of Quality Petroleum, Inc., on behalf of said corporation in its individual capacity, and acting as Agent for certain beneficial owners.

My Commission Expires:

Lifetime

Jim. Yarno, Jr.
Notary Public, State of Louisiana
312 Tideland Rd.
Blaussard, LA.
70518

APR 06

C 3595

ASSIGNMENT OF OIL AND GAS- LEASE(S) AND WELLS
and
BILL OF SALE OF RELATED EQUIPMENT

1850302
GARY LOFTIN
CLERK OF COURT

Date: March 27th, 2003

Oil and Gas Lease:
("Lease" whether one or more)

1. Date: March 27th, 2003

Assignor: Pace Royalty Trust Fund, Inc.

Assignee: William Calvin Allen, III and Alton
E. Allen, D/B/A Allen Brothers

Recording Information: Volume _____, Page _____
Caddo Parish, Louisiana

Leasehold Estate: Oil, Gas and Mineral Lease by John P. Hoffman
et al, in favor of John D. Caruthers, Jr., dated
March 23, 1982 and recorded under Instrument #
902380 of the Conveyance Records of Caddo
Parish, Louisiana , insofar as it covers and affects
the Southeast Quarter of the Northwest Quarter
of Section 4, Township 21 North, Range 16 West,
Caddo Parish, Louisiana.

Assignor: Pace Royalty Trust Fund, Inc.

Assignor's Mailing Address: P.O. Box 5977
Shreveport, LA 71135-5977

Assignee: William Calvin Allen, III and Alton E. Allen
D/B/A Allen Brothers

Assignee's Mailing Address: 205 Red Oak
Oil City, Louisiana 71061

Consideration:

Ten dollars (\$10.00) and other good valuable consideration, the receipt and sufficiency of
which are hereby acknowledged.

FILED & RECORDED
CADDOPARISH
SHREVEPORT, LA.
2003 APR -8 P 3:21
GARY LOFTIN
CLERK OF COURT

647 07

Assignment:

Assignment, for the consideration recited and subject to any exceptions to and/or reservation from conveyance and warranty, sells, transfers, assigns and conveys to Assignee, its heirs, executors, administrators, successors, and assigns, all of Assignors' right, title and interest in and to the Lease and Leasehold Estate, including all wells drilled thereon and all associated well equipment and personal property located on the Leasehold Estate, or used or obtained in connection therewith.

Warranties:

Assignor makes no representations or warranties respecting title to the Lease or Leasehold Estate, or whether the Lease is in full force or effect, express or implied.

With respect to the well equipment and personal property, Assignor represents and warrants that:

- a) Assignor has title to the Equipment, free and clear of all liens and encumbrances, except the unsecured claims of the current lessor in the lawsuit disclosed above, and Assignor, is duly authorized to dispose of the Equipment as herein contemplated.
- b) To the extent permitted by applicable law and the provisions of any agreement to which Assignor is party, Assignee shall have the benefit of all representations and warranties given to Assignor in connection with Assignor's acquisition of the Equipment; and
- c) Assignor shall defend the title to the Equipment for the benefit of Assignee, its heirs, executors, administrators, successors and assigns against all persons, except the current lessor, claiming the same or any part thereof by, through or under Assignor, but not otherwise.
- d) **ASSIGNOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE EQUIPMENT, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSIGNEE TAKES AND ACCEPTS TITLE TO THE EQUIPMENT AS IS, WHERE IS.**

Assignee's Obligations:

From and after the date of this instrument, Assignee shall assume and have sole responsibility for all obligations and duties of the Lessee under the Lease, Assignor under prior assignments, if any, and under the laws, rules and regulations of the appropriate regulatory authority applicable to oil and gas properties and wells, and the operators thereof, including specifically but without limitation, the obligation to properly plug and abandon each well on the Leasehold Estate at the end of its commercial life. Assignee shall

immediately execute and file with such regulatory authority the appropriate form designating Assignee as operator of the Leasehold Estate and wells, effective the date this assignment is effective.

Prorating or Allocating Production:

For purposes of prorating or allocating production, the effective date of this Assignment is March 31st, at 7:00 a.m., so that all production for the month of March, 2003, and thereafter shall belong to Assignee, and all production obtained prior to March, 2003, shall belong to Assignor.

Indemnification:

Assignor hereby indemnifies and will hold Assignee harmless from and against any and all liabilities, damages, claims and losses incurred in connection with the Lease, Leasehold Estate and wells prior to the effective date hereof; and Assignee hereby indemnifies and will hold Assignor harmless from and against any and all liabilities, damages, claims and losses which may be incurred in connection with the Lease, Leasehold Estate and wells after said date.

When the context requires, singular nouns and pronouns include the plural and vice versa.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written, but effective from and after March 31, 2003, at 7:00 a.m.

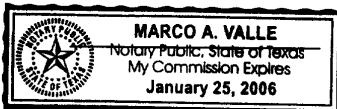
Assignor: Pace Royalty Trust Fund, Inc.


By: 
George Harrison, President

STATE OF TEXAS

The execution of this instrument was acknowledged before me on this 31st day of March, 2003, by George Harrison, President of Pace Royalty Trust Fund, Inc., on behalf of said corporation in its individual capacity.

My Commission Expires:




Notary Public, State of Texas

6-11-09

APPENDIX 7

RECORDS OF COMMUNICATION

NOTE TO FILE

There were no records of communication specific to this facility.

APPENDIX 8

QUALITY CONTROL ACKNOWLEDGEMENT

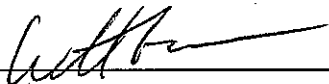
FPN: FO0614

EPA ID: 09F1181

QUALITY CONTROL ACKNOWLEDGMENT PAGE

CONVEYANCE REVIEW

WILL FAIRMAN
Name


Signature

5/17/08
Date

EDITORIAL REVIEW


CHRISSEY RINGO
Name

WR for Chrissey Ringo
Signature

5/23/08
Date

FINAL REVIEW

Will Fairman
Name


Signature

5/23/08
Date