

Lauren A. Sawyer
Associate
214.855.3127
lsawyer@ccsb.com

September 20, 2023

Bureau of Ocean Energy Management
Attn: 276 A - Leasing and Adjudication
1201 Elmwood Park Blvd.
New Orleans, LA 70123

Re: Non-Required – Required Document Filing Application
(Jean Christine Thompson Trust Number 2)

Ladies and Gentlemen:

Enclosed are the following titles of the documents that are being filed:

1. A Deed (Expressly Disclaiming Warranties), dated effective as of 11:31 p.m. CT on July 31, 2023, from Jean Christine Thompson, as Trustee of the Jean Christine Thompson Trust Number 2, created under that certain Trust Agreement dated December 28, 2001, by and between Jean Christine Thompson, as Settlor, and James Cleo Thompson, Jr., as Trustee (“Assignor”), to Jean Christine Thompson, an individual (“Assignee”), filed or to be filed in various Counties in the State of Texas (the “Texas Deed”); and
2. A Deed (Expressly Disclaiming Warranties), dated effective as of 11:31 p.m. CT on July 31, 2023, from Assignor to Assignee, filed or to be filed in various Parishes in the State of Louisiana (collectively with the Texas Deed, the “Deeds”).

Pursuant to the Deeds, Assignor is conveying and transferring all of its overriding royalty interests in and to the Leases (as defined below) to Assignee.

With respect to the foregoing:

A. Category Name and Corresponding Number: Category 5 – Overriding Royalty, Production Payment, Net Profit.

B. Contact name, address, email address and phone number of submitter:

Lauren Sawyer
Carrington, Coleman, Sloman & Blumenthal, LLP
901 Main Street, Suite 5500
Email: lsawyer@ccsb.com
Phone: 214-855-3127

C. List of leases affected (in numerical order) (collectively, the "Leases"):

000820 001073 001189 001331 001492

000981 001101 001256 001362 001570

000982 001119 001259 001364 001754

000983 001184 001260 001443 002048

D. Enclosed is a Pay.gov receipt reflecting payment of the applicable filing fees with respect to the Leases.

On behalf of Assignor, we respectfully request that you process the changes reflected in this letter with respect to the Leases.

Thank you for your assistance with the foregoing. If you have any questions regarding the enclosed, please call me at (214) 855-3127.

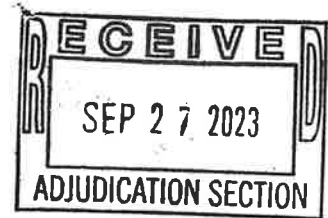
Sincerely,



Lauren A. Sawyer

Enclosures

cc: Michael Y. Lin, Esq., *of the Firm* (w/enclosures)



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED (EXPRESSLY DISCLAIMING WARRANTIES)

STATE OF TEXAS

COUNTIES OF CALHOUN,
GALVESTON, KLEBERG,
MATAGORDA, AND NUECES

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KNOW ALL MEN BY THESE PRESENTS

THIS DEED (EXPRESSLY DISCLAIMING WARRANTIES) (this "Deed") is executed by JEAN CHRISTINE THOMPSON, AS TRUSTEE OF THE JEAN CHRISTINE THOMPSON TRUST NUMBER 2, created under that certain Trust Agreement dated December 28, 2001, by and between Jean Christine Thompson, as Settlor, and James Cleo Thompson, Jr., as Trustee ("Grantor"), for the purpose of distributing-in-kind the properties of Grantor due in furtherance of the voluntary revocation of Grantor, HAS ASSIGNED, CONVEYED AND TRANSFERRED, AND BY THESE PRESENTS DOES HEREBY ASSIGN, CONVEY AND TRANSFER unto JEAN CHRISTINE THOMPSON, an individual ("Grantee"), all of Grantor's right, title and interest in and to properties conveyed to and acquired by Grantor pursuant to that certain Deed (Expressly Disclaiming Warranties), dated effective 11:30 p.m. CT on July 31, 2023, by and between, among others, Grantor and Grantee, a full executed copy of which is attached hereto as Exhibit A (the "Tidelands Group Vesting Deed"), for the purposes of identifying and describing the properties herein assigned, conveyed, and transferred, and which has been recorded or will be recorded in the Public Records of each of the Counties (as defined in the Tidelands Group Vesting Deed), together with and any all rights, titles, and interests conveyed by the Grantor (as defined in the Tidelands Group Vesting Deed) to Grantor under the Tidelands Group Vesting Deed (collectively being, the "Properties").

TO HAVE AND TO HOLD the Properties, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever; *provided, however*, and notwithstanding the use of the terms "grant," "convey," and similar terms herein, this Deed is made WITHOUT WARRANTY OF TITLE or otherwise, of any kind or character, whether arising by statute or by common law, but does assign to Grantee the benefit of all warranties of title inuring to the benefit of Grantor with regard to the interests herein conveyed.

[SIGNATURE PAGE FOLLOWS]

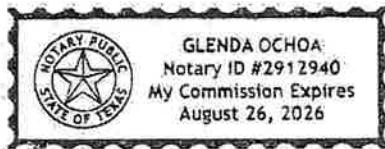
EXECUTED to be effective as of 11:31 p.m. CT on the 31st day of July, 2023 (the "Effective Date"), and signed on the date indicated in the acknowledgement below.


JEAN CHRISTINE THOMPSON, as Trustee of
the Jean Christine Thompson Trust Number 2 u/a
December 28, 2001

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally JEAN CHRISTINE THOMPSON, as Trustee of the Jean Christine Thompson Trust Number 2 u/a December 28, 2001, and acknowledged to me that she executed the same for the purposes and considerations and in the capacities therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of August, 2023.




Notary Public, State of Texas
Printed Name: Glenda Ochoa
My Commission Expires: 08-26-2026

AFTER RECORDING, RETURN TO:

Michael Y. Lin
Carrington, Coleman, Sloman & Blumenthal, LLP
901 Main Street, Suite 5500
Dallas, TX 75202

EXHIBIT "A"
TIDELANDS GROUP VESTING DEED

(Attached)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED (EXPRESSLY DISCLAIMING WARRANTIES)

STATE OF TEXAS

COUNTIES OF CALHOUN,
GALVESTON, KLEBERG,
MATAGORDA, AND NUECES

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KNOW ALL MEN BY THESE PRESENTS

THIS DEED (EXPRESSLY DISCLAIMING WARRANTIES) (this "Deed") is executed by **TIDELANDS GROUP PARTNERSHIP**, a Texas general partnership ("Grantor"), for no monetary consideration, but in distribution-in-kind of the properties of Grantor due to the liquidation and winding up of Grantor, HAS ASSIGNED, CONVEYED AND TRANSFERRED, AND BY THESE PRESENTS DOES HEREBY ASSIGN, CONVEY AND TRANSFER unto (i) **J. CLEO THOMPSON AND JAMES CLEO THOMPSON, JR., L.P.**, a Texas limited partnership ("T&T"), (ii) **JEAN CHRISTINE THOMPSON**, an individual ("Christy"), (iii) **CHRISTY, AS TRUSTEE OF THE JEAN CHRISTINE THOMPSON TRUST NUMBER 2**, created under that certain Trust Agreement dated December 28, 2001, by and between Christy, as Settlor, and James Cleo Thompson, Jr., as Trustee ("Christy's Trust 2"), (iv) **DEWAYNE CHITWOOD, AS TRUSTEE OF THE MICAH GREATHOUSE TRUST #2** ("Micah's Greathouse Trust 2"), (v) **DEWAYNE CHITWOOD, AS TRUSTEE OF THE MICAH GREATHOUSE TRUST #1** ("Micah's Greathouse Trust 1"), (vi) **SHARON MCDONALD**, an individual ("Sharon"), (vii) **CLIFF MILFORD**, an individual ("Cliff"), (viii) **LOUIS KUNTZ, AS TRUSTEE OF THE KUNTZ FAMILY TRUST** ("Kuntz Family Trust"), (ix) **AMANDA PORTER**, an individual ("Amanda"), (x) **JOSHUA PORTER**, an individual ("Joshua"), (xi) **MICAH GREATHOUSE**, an individual ("Micah"), (xii) **LEON SANDERS THOMPSON, III**, an individual ("Sanders"), (xiii) **LYNN THOMPSON CONNOLLY**, an individual ("Lynn"), (xiv) **ROBERT L. MYERS**, an individual ("Robert"), (xv) **MAY ANN AYRES**, an individual ("May"), (xvi) **JACK C. MYERS**, an individual ("Jack"), and (xvii) **MARTHA THOMPSON**, an individual ("Martha" and together with T&T, Christy, Christy's Trust 2, Micah's Greathouse Trust 2, Micah's Greathouse Trust 1, Sharon, Cliff, Kuntz Family Trust, Amanda, Joshua, Micah, Sanders, Lynn, Robert, May, and Jack, collectively, "Grantees"), all of Grantor's right, title and interest in and to the Properties (as defined below), with:

- A. T&T being conveyed an undivided 53.833% interest in and to all of Grantor's right, title and interest in and to the Properties;

- B. Christy being conveyed an undivided five percent (5%) interest in and to all of Grantor's right, title and interest in and to the Properties;
- C. Christy's Trust 2 being conveyed an undivided 13.333% interest in and to all of Grantor's right, title and interest in and to the Properties;
- D. Micah's Greathouse Trust 2 being conveyed an undivided 5.74% interest in and to all of Grantor's right, title and interest in and to the Properties;
- E. Micah's Greathouse Trust 1 being conveyed an undivided five percent (5%) interest in and to all of Grantor's right, title and interest in and to the Properties;
- F. Sharon being conveyed an undivided five percent (5%) interest in and to all of Grantor's right, title and interest in and to the Properties;
- G. Cliff being conveyed an undivided two and one-half percent (2.5%) interest in and to all of Grantor's right, title and interest in and to the Properties;
- H. Kuntz Family Trust being conveyed an undivided 1.334% interest in and to all of Grantor's right, title and interest in and to the Properties;
- I. Amanda being conveyed an undivided 0.6665% interest in and to all of Grantor's right, title and interest in and to the Properties;
- J. Joshua being conveyed an undivided 0.6665% interest in and to all of Grantor's right, title and interest in and to the Properties;
- K. Micah being conveyed an undivided 4.26% interest in and to all of Grantor's right, title and interest in and to the Properties;
- L. Sanders being conveyed an undivided 0.445% interest in and to all of Grantor's right, title and interest in and to the Properties;
- M. Lynn being conveyed an undivided 0.445% interest in and to all of Grantor's right, title and interest in and to the Properties;
- N. Robert being conveyed an undivided 0.444334% interest in and to all of Grantor's right, title and interest in and to the Properties;
- O. May being conveyed an undivided 0.444333% interest in and to all of Grantor's right, title and interest in and to the Properties;
- P. Jack being conveyed an undivided 0.444333% interest in and to all of Grantor's right, title and interest in and to the Properties; and
- Q. Martha being conveyed an undivided 0.444% interest in and to all of Grantor's right, title and interest in and to the Properties.

For purposes of this Deed (these "**Conveyances**"), the Lands, Wells, Leases, Contracts, and all other items of or estates in property, whether real, personal, or mixed, which are identified in the following numbered sections (1) through (8), are collectively referred to herein as the "**Properties**":

(1) All of the real property in which Grantor owns any interest situated in the counties of Calhoun, Galveston, Kleberg, Matagorda, and Nueces, Texas (the "**Counties**"), including, but not limited to, those described on the attached **Exhibit "A"** regardless of any errors or omissions contained on **Exhibit "A"** (collectively, the "**Lands**");

(2) All of the oil, gas, and/or other wells (if any) in any of the Counties in which Grantor owns any interest including, but not limited to, any and all wells (if any) situated upon the Leases (as defined herein) and/or the Lands or lands pooled therewith which in the past have produced or presently are producing or capable of producing oil and/or gas (collectively, the "**Wells**");

(3) All of the oil, gas, mineral, and/or other leases (if any) in, to, and under which Grantor owns any interest in any of the Counties including, but not limited to, the leases covering the Wells and the leases covering the Lands or lands pooled therewith which in the past have produced or presently are producing or capable of producing oil and/or gas (collectively, the "**Leases**");

(4) All rights to or ownership of oil, gas, minerals, and other elements produced from or attributable to the Lands, Wells, and Leases including, but not limited to, fee mineral interests and all attributes or elements thereof, royalty interests or rights to royalty, overriding royalties, net profits interests, contract rights, and any and all other interests applicable to oil, gas, minerals, and any other element and the revenue generated from the production and sale thereof;

(5) All oil, gas, minerals, and other elements produced from or attributable to the Lands or lands pooled therewith, Leases, and/or the Wells;

(6) All improvements, rights, privileges, hereditaments, and appurtenances on the Lands, including all of Grantor's right, title, and interest in and to adjacent streets, alleys, rights-of-way, and any adjacent strips or gores of real estate on the Lands;

(7) All personal property, fixtures, and equipment situated either within or upon the Lands, or which presently may be connected to or used in connection with the Wells; and

(8) All contracts, agreements, division orders, unit agreements, and/or other written instruments to which the Leases, Lands, and/or Wells presently may be committed or bound including, but not limited to, those described on the attached **Exhibit "B"** regardless of any errors or omissions contained on **Exhibit "B"** (collectively, the "**Contracts**").

By these Conveyances, where owned by Grantor as fee mineral interests, Grantees are also being conveyed all of Grantor's right of ingress and egress, at all times, for the purposes of mining, drilling, exploring, operating, and developing the Lands for oil, gas, and other minerals, and storing, handling, transporting, and marketing the same from the Lands, with the right to remove from the Lands any and all property and improvements located on the Lands.

Further, where owned by Grantor as fee mineral interests or royalty interests, overriding royalties, or rights to royalty, these Conveyances are made subject to any rights now existing in favor of any lessee or its assigns under any valid and subsisting oil, gas, and/or other lease or leases covering the Lands now appearing of record in any of the Counties. These Conveyances are intended to be conveyances of any and all interests whatsoever owned by Grantor in and to the Properties, inclusive of all lands and real property interests situated in any of the Counties, whether or not described or referenced on **Exhibit "A"** attached hereto, and specifically including, but not limited to, all rights, titles, and interests heretofore conveyed to Grantor's predecessors in interest. It is understood that Grantees shall have, receive, and enjoy, to the extent of the interests herein conveyed, all bonuses, rents, royalties, revenues, and other benefits which may be derived from the revenues of the sales of oil, gas, minerals, and/or other elements and payable from or attributable to the Lands, Wells, Leases, Contracts, and/or Properties on or after the Effective Date (as defined herein).

If Grantor's ownership of interests in any of the Properties is limited to a royalty interest or other interest comprising less than all attributes of the entire fee, then these Conveyances are intended to convey to Grantees any, all, and whatsoever such interests comprising any portions of the entire fee as are owned by Grantor, without reservation.

Where owned by Grantor as "working interests" (i.e., leasehold interests under oil, gas, mineral, and/or other leases), the interests herein conveyed are, as applicable, subject to the terms and provisions of the Leases and Contracts (but only to the extent they are valid and subsisting), as well as all other existing burdens and commitments including, but not limited to, as applicable, such conveyed interests' proportionate share of all costs, expenses, and liabilities incurred in connection with the Leases, Wells, and Contracts and for the ultimate plugging and abandonment of the Wells.

These Conveyances are intended to be conveyances of all of Grantor's property of the nature described herein in the Counties, regardless of size, and is intended to be liberally construed and interpreted to effectuate that intent. It is not a conveyance of small "strips and gores" only.

TO HAVE AND TO HOLD the Properties, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantees, their respective successors and assigns forever; *provided, however*, and notwithstanding the use of the terms "grant," "convey," and similar terms herein, these Conveyances are made **WITHOUT WARRANTY OF TITLE** or otherwise, of any kind or character, whether arising by statute or by common law, but do assign to Grantees the benefit of all warranties of title inuring to the benefit of Grantor with regard to the interests herein conveyed.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of 11:30 p.m. CT on the 31st day of July, 2023 (the "Effective Date"), and signed on the date indicated in the acknowledgement below.

TIDELANDS GROUP PARTNERSHIP,
a Texas general partnership

By: J. Cleo Thompson and James Cleo
Thompson, Jr., L.P., its Manager

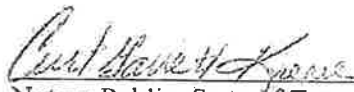
By: 
Steve Hooser, Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Steve Hooser, as Vice President of J. Cleo Thompson and James Cleo Thompson, Jr., L.P., the Manager of **TIDELANDS GROUP PARTNERSHIP**, a Texas general partnership, and acknowledged to me that he executed the same for the purposes and considerations and in the capacities therein expressed.

August GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of
 2023.




Notary Public, State of Texas
Printed Name: Curt Garrett Kneese
My Commission Expires: 9-7-2026

AFTER RECORDING, RETURN TO:

Michael Y. Lin
Carrington, Coleman, Sloman & Blumenthal, LLP
901 Main Street, Suite 5500
Dallas, TX 75202

EXHIBIT "A" LEGAL DESCRIPTIONS

Nueces County, Texas:

STATE: TEXAS	COUNTY: NUECES		
PROPERTY NUMBER	LEASE DATE	ENTRY	GROSS ACRE
01 176747-000	12/04/1953		640.00
LESSOR(S): ASSIGNOR(S):	STATE OF TEXAS	RECORDING VOLUME	
TRACT 889 AS SHOWN BY THE OFFICIAL MAP OF THE GULF OF MEXICO CONTAINING 640 ACRES. *160 ACRES MORE OR LESS OUT OF TRACT 889, MUSTANG ISLAND AREA, STATE LEASE NO. 41338, PLATFORM "A". (4605803) C-16426, C-17671 *640 ACRES MORE OR LESS OUT OF TRACT 889, MUSTANG ISLAND AREA, STATE LEASE NO. 41338. (4600192) C-16426, C-17671		SERIAL NO: 41338	
		PAGE	

Kleberg County, Texas:

STATE: TEXAS	COUNTY: KLEBERG			
PROPERTY NUMBER	LEASE DATE	ENTRY	RECORDING VOLUME	PAGE
01 184736-000	04/01/1975			
LESSOR(S): U.S.A.				
ASSIGNOR(S): GULF OIL CORPORATION				
ALL OF BLOCK 831, MUSTANG ISLAND AREA, AS SHOWN ON OCS OFFICIAL				
LEASING MAP, TEXAS MAP NO. 3.				
*ALL OF BLOCK 831, MUSTANG ISLAND AREA, AS SHOWN ON OCS OFFICIAL				
*LEASING MAP, TEXAS MAP NO. 3, 5760 ACRES MORE OR LESS. (4606716)				
C-16426				
				5,760.00
				GROSS ACRE

Matagorda County, Texas:

STATE: TEXAS	COUNTY: MATAGORDA	LEASE DATE	ENTRY	RECORDING VOLUME	PAGE	GROSS ACRE
01 189548-000		06/01/1968				5.760.00
LESSOR(S): U.S.A.						
ASSIGNOR(S): GULF OIL CORPORATION						
BLOCK A-102, BRAZOS AREA, SOUTH ADDITION, OFFICIAL LEASING MAP,						
TEXAS MAP NO. 58.						
*ALL OF BLOCK A-102, BRAZOS AREA, SOUTH ADDITION, OFFICIAL LEASING						
*MAP NO. 58, OCS-G 1754, 5760 ACRES MORE OR LESS. (4605804) C-16426, C-17671						

STATE: TEXAS	COUNTY: MATAGORDA	LEASE DATE	ENTRY	RECORDING VOLUME	PAGE	GROSS ACRE
01 204274-000		10/01/1974				352.39
LESSOR(S): STATE OF TEXAS						
ASSIGNOR(S): TEXASGULF INC.						
352.39 ACRES OUT OF NE TRACT 483-L, GULF OF MEXICO, MATAGORDA CO.,						
SHOWN ON OFFICIAL MAP OF THE GULF OF MEXICO, BEING ALL THAT PART						
LYING SOUTH AND EAST OF A LINE COMMON AT A POINT ON SOUTH BOUNDARY						
OF LEASE, X= 2,915,000.00'; NORTH TO Y= 240,000.00'; EAST ALONG Y						
COORDINATE TO POINT ON EAST BOUNDARY LINE OF LEASE TEXAS (LAMBERT)						
PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE, X ORIGINAL = 2,000,000.00'						
99 DEG. 00', Y ORIGINAL = 0.00' 27 DEG. 50', C-16426, C-17671						

Calhoun County, Texas:

STATE: TEXAS	COUNTY: CALHOUN	ENTRY	RECORDING----- VOLUME	PAGE	GROSS ACRE
PROPERTY NUMBER	LEASE DATE				
01 204271-000	04/01/1975				5,760.00
LESSOR(S): U.S.A. ASSIGNOR(S): TEXASGULF INC. ALL OF BLOCK 555, MATAGORDA ISLAND AREA, AS SHOWN ON OCS OFFICIAL LEASING MAP, TEXAS MAP #4. *ALL OF BLOCK 555, MATAGORDA ISLAND AREA, AS SHOWN ON OCS OFFICIAL *LEASING MAP, TEXAS MAP NO. 4 AS TO SEPARATE RESERVOIR "E", SEPARATE *RESERVOIR "G", COMMON AREA, C PLATFORM PER THAT CERTAIN OPERATING *AND PLATFORM AGREEMENT DATED 1-1-82, OCS-G 3079, 5760 ACRES MORE OR *LESS. (4606586, 4606586 W1, 4606586 W2, 4606583) C-16426, C-17671 *NW OF BLOCK 555, MATAGORDA ISLAND AREA, AS SHOWN ON OCS OFFICIAL *LEASING MAP, TEXAS MAP NO. 4, COMMON RESERVOIR "E", COMMON *RESERVOIR "G", COMMON RESERVOIR "H", C PLATFORM, PER THAT CERTAIN *OPERATING AND PLATFORM AGREEMENT DATED 1-1-82, OCS-G 3079, 1440 ACRES *MORE OR LESS. (4606586, 4606586 W1, 4606586 W2, 4606583) C-16426, C-17671					
01 204272-000	04/01/1975				5,760.00
LESSOR(S): U.S.A. ASSIGNOR(S): TEXASGULF INC. ALL OF BLOCK 556, MATAGORDA ISLAND AREA, AS SHOWN ON OCS OFFICIAL LEASING MAP, TEXAS MAP NO. 4 *S/2, NW OF BLOCK 556, MATAGORDA ISLAND AREA, AS SHOWN ON OFFICIAL *LEASING MAP, TEXAS MAP NO. 4, COMMON RESERVOIR "H", OCS-G 3080, 4320 *ACRES MORE OR LESS. (4606438) C-16426, C-17671 *S/2, NW OF BLOCK 556, MATAGORDA ISLAND AREA, AS SHOWN ON OFFICIAL *LEASING MAP, TEXAS MAP NO. 4, LESS COMMON RESERVOIR "H", OCS-G 3080, *4320 ACRES MORE OR LESS. (4606586, 4606586 W1, 4606586 W2, 4606583) C-16426, C-17671 *NE OF BLOCK 556, MATAGORDA ISLAND AREA, AS SHOWN ON OFFICIAL LEASING *MAP, TEXAS MAP NO. 4, COMMON RESERVOIR "E", COMMON RESERVOIR "G", *C PLATFORM, PER THAT CERTAIN OPERATING AND PLATFORM AGREEMENT DATED *1-1-82, OCS-G 3080, 1440 ACRES MORE OR LESS. (4606586, 4606586 W1, *4606586 W2, 4606583) C-16426, C-17671					

Galveston County, Texas:

STATE: TEXAS	COUNTY: GALVESTON	PROPERTY NUMBER	LEASE DATE	ENTRY	RECORDING VOLUME	PAGE	GROSS ACRE
01	205949-000	08/01/1977					5,760.00
LESSOR(S): U.S.A.							
ASSIGNOR(S): GULF OIL CORPORATION							
ALL OF BLOCK A-517, HIGH ISLAND AREA, SOUTH ADDITION, OCS							
OFFICIAL LEASING MAP, TX MAP NO. 7B							
*ALL OF BLOCK A-517, HIGH ISLAND AREA, SOUTH ADDITION, OCS							
*OFFICIAL LEASING MAP, TEXAS MAP NO. 7B, 5760 ACRES MORE OR LESS.							
*(4606022) C-16426, C-17671							

*-PRODUCING OR I
*-NONPRODUCING OR I

Without limiting the foregoing, it is the intent of Grantor and Grantees that this Deed also covers and includes any overriding royalty interest heretofore acquired by Grantor (or its predecessors-in-interest), or to which Grantor (or its predecessors-in-interest) may be entitled, under or pursuant to that certain assignment dated August 9, 1954 from Marine Instrument Company to San Jacinto Petroleum Corp., and that certain agreement dated January 1, 1955 between Marine Instrument Company and Gulf Research and Development Company.

EXHIBIT "B"
CONTRACTS

CONTRACT NO.	TITLE	DATE	PARTIES
C-18171	E-2 SAND RESERVOIR "A" UNIT AGREEMENT	08/06/73	CONOCO, CHEVRON USA AND MARINE PETROLEUM
C-18160	E-3 SD FAULT BLOCK F1 UNIT AGREEMENT	05/01/73	CONOCO, CHEVRON USA AND MARINE PETROLEUM
C-18161	E-7 SD FAULT BLOCK E UNIT AGREEMENT	05/01/73	CONOCO, CHEVRON USA AND MARINE PETROLEUM
C-18162	E-10 SD FAULT BLOCK E UNIT AGREEMENT	05/01/73	CONOCO, CHEVRON USA AND MARINE PETROLEUM
C-15487	TIDELANDS ROYALTY TRUST "B" AGREEMENT	06/01/54	CONOCO, CHEVRON USA AND MARINE PETROLEUM
C-16426	MARINE PETROLEUM TRUST	07/07/54	MARINE INSTRUMENT CO., L.C. PARSELEY ET AL. AND SAN JACINTO PETROLEUM (CONOCO)

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DEED (EXPRESSLY DISCLAIMING WARRANTIES)

STATE OF LOUISIANA

PARISHES OF CAMERON,
JEFFERSON, IBERIA, LAFOURCHE,
PLAQUEMINES, TERREBONNE,
ST. MARY, AND VERMILION

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KNOW ALL MEN BY THESE PRESENTS

THIS DEED (EXPRESSLY DISCLAIMING WARRANTIES) (this "Deed") is executed by **JEAN CHRISTINE THOMPSON, AS TRUSTEE OF THE JEAN CHRISTINE THOMPSON TRUST NUMBER 2**, created under that certain Trust Agreement dated December 28, 2001, by and between Jean Christine Thompson, as Settlor, and James Cleo Thompson, Jr., as Trustee ("**Grantor**"), for the purpose of distributing-in-kind the properties of Grantor due in furtherance of the voluntary revocation of Grantor, **HAS ASSIGNED, CONVEYED AND TRANSFERRED, AND BY THESE PRESENTS DOES HEREBY ASSIGN, CONVEY AND TRANSFER** unto **JEAN CHRISTINE THOMPSON**, an individual ("**Grantee**"), all of Grantor's right, title and interest in and to the properties conveyed to and acquired by Grantor pursuant to that certain Deed (Expressly Disclaiming Warranties), dated effective 11:30 p.m. CT on July 31, 2023, a fully executed copy of which is attached hereto as Exhibit A (the "**Tidelands Group Vesting Deed**") for the purposes of identifying and describing the properties herein assigned, conveyed, and transferred, and which has been recorded or will be recorded in the Public Records of each of the Parishes (as defined in the Tidelands Group Vesting Deed), with the intent and purpose hereof being that Grantor has hereby assigned, conveyed and transferred to Grantee any and all properties and rights of any kind or nature that Grantor received under the Tidelands Group Vesting Deed (collectively being the "**Properties**").

TO HAVE AND TO HOLD the Properties, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever; *provided, however*, and notwithstanding the use of the terms "grant," "convey," and similar terms herein, this Deed is made **WITHOUT WARRANTY OF TITLE** or otherwise, of any kind or character, whether arising by statute or by common law, but does assign to Grantee the benefit of all warranties of title inuring to the benefit of Grantor with regard to the interests herein conveyed, together with all rights of prescription whether acquisitive or liberative, together with all rights of subrogation to which Grantor may be entitled, unto Grantee.

EXECUTED to be effective as of 11:31 p.m. CT on the 31st day of July, 2023 (the "Effective Date"), and signed in the presence of the undersigned witnesses and notary on the date indicated in the acknowledgement below.

WITNESSES:

GRANTOR:

Ted Spence
Print: Ted Spence

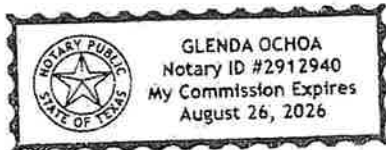
Ron Allen
Print: Ron Allen

Jean C. Thompson
JEAN CHRISTINE THOMPSON, as Trustee of
the Jean Christine Thompson Trust Number 2 w/
a December 28, 2001

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, and in the presence of the competent witnesses and me, on this day personally appeared **JEAN CHRISTINE THOMPSON**, as Trustee of the Jean Christine Thompson Trust Number 2 w/a December 28, 2001, and executed this Deed (Expressly Disclaiming Warranties), expressly acknowledging to me that she executed the same for the purposes and considerations and in the capacities herein expressed.

August **GIVEN UNDER MY HAND AND SEAL OF OFFICE** this 23 day of August, 2023.



Glenda Ochoa
Notary Public, State of Texas
Printed Name: Glenda Ochoa
My Commission Expires: 8-26-2026

AFTER RECORDING, RETURN TO:

Michael Y. Lin
Carrington, Coleman, Sloman & Blumenthal, LLP
901 Main Street, Suite 5500
Dallas, TX 75202

EXHIBIT "A"
TIDELANDS GROUP VESTING DEED

(Attached)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED (EXPRESSLY DISCLAIMING WARRANTIES)

STATE OF LOUISIANA	§	
	§	
PARISHES OF CAMERON,	§	KNOW ALL MEN BY THESE PRESENTS
JEFFERSON, IBERIA, LAFOURCHE,	§	
PLAQUEMINES, TERREBONNE,	§	
ST. MARY, AND VERMILION	§	

THIS DEED (EXPRESSLY DISCLAIMING WARRANTIES) (this "Deed") is executed by **TIDELANDS GROUP PARTNERSHIP**, a Texas general partnership ("Grantor"), for the purpose of distributing-in-kind the properties of Grantor due in furtherance of the voluntary liquidation and winding up of Grantor, HAS ASSIGNED, CONVEYED AND TRANSFERRED, AND BY THESE PRESENTS DOES HEREBY ASSIGN, CONVEY AND TRANSFER unto (i) **J. CLEO THOMPSON AND JAMES CLEO THOMPSON, JR., L.P.**, a Texas limited partnership ("T&T"), (ii) **JEAN CHRISTINE THOMPSON**, an individual ("Christy"), (iii) **CHRISTY, AS TRUSTEE OF THE JEAN CHRISTINE THOMPSON TRUST NUMBER 2**, created under that certain Trust Agreement dated December 28, 2001, by and between Christy, as Settlor, and James Cleo Thompson, Jr., as Trustee ("Christy's Trust 2"), (iv) **DEWAYNE CHITWOOD, AS TRUSTEE OF THE MICAH GREATHOUSE TRUST #2** ("Micah's Greathouse Trust 2"), (v) **DEWAYNE CHITWOOD, AS TRUSTEE OF THE MICAH GREATHOUSE TRUST #1** ("Micah's Greathouse Trust 1"), (vi) **SHARON MCDONALD**, an individual ("Sharon"), (vii) **CLIFF MILFORD**, an individual ("Cliff"), (viii) **LOUIS KUNTZ, AS TRUSTEE OF THE KUNTZ FAMILY TRUST** ("Kuntz Family Trust"), (ix) **AMANDA PORTER**, an individual ("Amanda"), (x) **JOSHUA PORTER**, an individual ("Joshua"), (xi) **MICAH GREATHOUSE**, an individual ("Micah"), (xii) **LEON SANDERS THOMPSON, III**, an individual ("Sanders"), (xiii) **LYNN THOMPSON CONNOLLY**, an individual ("Lynn"), (xiv) **ROBERT L. MYERS**, an individual ("Robert"), (xv) **MAY ANN AYRES**, an individual ("May"), (xvi) **JACK C. MYERS**, an individual ("Jack"), and (xvii) **MARTHA THOMPSON**, an individual ("Martha" and together with T&T, Christy Christy's Trust 2, Micah's Greathouse Trust 2, Micah's Greathouse Trust 1, Sharon, Cliff, Kuntz Family Trust, Amanda, Joshua, Micah, Sanders, Lynn, Robert, May, and Jack, collectively, "Grantees"), all of Grantor's right, title and interest in and to the Properties (as defined below), with:

- A. T&T being conveyed an undivided 53.833% interest in and to all of Grantor's right, title and interest in and to the Properties;

- B. Christy being conveyed an undivided five percent (5%) interest in and to all of Grantor's right, title and interest in and to the Properties;
- C. Christy's Trust 2 being conveyed an undivided 13.333% interest in and to all of Grantor's right, title and interest in and to the Properties;
- D. Micah's Greathouse Trust 2 being conveyed an undivided 5.74% interest in and to all of Grantor's right, title and interest in and to the Properties;
- E. Micah's Greathouse Trust 1 being conveyed an undivided five percent (5%) interest in and to all of Grantor's right, title and interest in and to the Properties;
- F. Sharon being conveyed an undivided five percent (5%) interest in and to all of Grantor's right, title and interest in and to the Properties;
- G. Cliff being conveyed an undivided two and one-half percent (2.5%) interest in and to all of Grantor's right, title and interest in and to the Properties;
- H. Kuntz Family Trust being conveyed an undivided 1.334% interest in and to all of Grantor's right, title and interest in and to the Properties;
- I. Amanda being conveyed an undivided 0.6665% interest in and to all of Grantor's right, title and interest in and to the Properties;
- J. Joshua being conveyed an undivided 0.6665% interest in and to all of Grantor's right, title and interest in and to the Properties;
- K. Micah being conveyed an undivided 4.26% interest in and to all of Grantor's right, title and interest in and to the Properties;
- L. Sanders being conveyed an undivided 0.445% interest in and to all of Grantor's right, title and interest in and to the Properties;
- M. Lynn being conveyed an undivided 0.445% interest in and to all of Grantor's right, title and interest in and to the Properties;
- N. Robert being conveyed an undivided 0.444334% interest in and to all of Grantor's right, title and interest in and to the Properties;
- O. May being conveyed an undivided 0.444333% interest in and to all of Grantor's right, title and interest in and to the Properties;
- P. Jack being conveyed an undivided 0.444333% interest in and to all of Grantor's right, title and interest in and to the Properties; and
- Q. Martha being conveyed an undivided 0.444% interest in and to all of Grantor's right, title and interest in and to the Properties.

For purposes of this Deed (these "**Conveyances**"), the Lands, Wells, Leases, Contracts, and all other items of or estates in property, whether real, personal, or mixed, which are identified in the

following numbered sections (1) through (8), are collectively referred to herein as the **"Properties"**:

(1) All of the real property in which Grantor owns any interest situated in the Parishes of Cameron, Jefferson, Iberia, LaFourche, Plaquemines, Terrebonne, St. Mary, and Vermilion, Louisiana (the **"Parishes"**), including, but not limited to, those described on the attached **Exhibit "A"** regardless of any errors or omissions contained on **Exhibit "A"** (collectively, the **"Lands"**);

(2) All of the oil, gas, and/or other wells (if any) in any of the Parishes in which Grantor owns any interest including, but not limited to, any and all wells (if any) situated upon the Leases (as defined herein) and/or the Lands or lands pooled therewith which in the past have produced or presently are producing or capable of producing oil and/or gas (collectively, the **"Wells"**);

(3) All of the oil, gas, mineral, and/or other leases (if any) in, to, and under which Grantor owns any interest in any of the Parishes including, but not limited to, the leases covering the Wells and the leases covering the Lands or lands pooled therewith which in the past have produced or presently are producing or capable of producing oil and/or gas (collectively, the **"Leases"**);

(4) All rights to or ownership of oil, gas, minerals, and other elements produced from or attributable to the Lands, Wells, and Leases including, but not limited to, fee mineral interests and all attributes or elements thereof, royalty interests or rights to royalty, overriding royalties, net profits interests, contract rights, and any and all other interests applicable to oil, gas, minerals, and any other element and the revenue generated from the production and sale thereof;

(5) All oil, gas, minerals, and other elements produced from or attributable to the Lands or lands pooled therewith, Leases, and/or the Wells;

(6) All improvements, rights, privileges, hereditaments, and appurtenances on the Lands, including all of Grantor's right, title, and interest in and to adjacent streets, alleys, rights-of-way, and any adjacent strips or gores of real estate on the Lands;

(7) All personal property, fixtures, and equipment situated either within or upon the Lands, or which presently may be connected to or used in connection with the Wells; and

(8) All contracts, agreements, division orders, unit agreements, and/or other written instruments to which the Leases, Lands, and/or Wells presently may be committed or bound including, but not limited to, those described on the attached **Exhibit "B"** regardless of any errors or omissions contained on **Exhibit "B"** (collectively, the **"Contracts"**).

By these Conveyances, where owned by Grantor as fee mineral interests, Grantees are also being conveyed all of Grantor's right of ingress and egress, at all times, for the purposes of mining, drilling, exploring, operating, and developing the Lands for oil, gas, and other minerals, and storing, handling, transporting, and marketing the same from the Lands, with the right to remove from the Lands any and all property and improvements located on the Lands.

Further, where owned by Grantor as fee mineral interests or royalty interests, overriding royalties, or rights to royalty, these Conveyances are made subject to any rights now existing in

favor of any lessee or its assigns under any valid and subsisting oil, gas, and/or other lease or leases covering the Lands now appearing of record in any of the Parishes. These Conveyances are intended to be conveyances of any and all interests whatsoever owned by Grantor in and to the Properties, inclusive of all lands and real property interests situated in any of the Parishes, whether or not described or referenced on **Exhibit "A"** attached hereto, and specifically including, but not limited to, all rights, titles, and interests heretofore conveyed to Grantor's predecessors in interest. It is understood that Grantees shall have, receive, and enjoy, to the extent of the interests herein conveyed, all bonuses, rents, royalties, revenues, and other benefits which may be derived from the revenues of the sales of oil, gas, minerals, and/or other elements on or after the Effective Date (as defined herein) and payable from or attributable to the Lands, Wells, Leases, Contracts, and/or Properties on or after the Effective Date.

If Grantor's ownership of interests in any of the Properties is limited to a royalty interest or other interest comprising less than all attributes of the entire fee, then these Conveyances are intended to convey to Grantees any, all, and whatsoever such interests comprising any portions of the entire fee as are owned by Grantor, without reservation.

Where owned by Grantor as "working interests" (i.e., leasehold interests under oil, gas, mineral, and/or other leases), the interests herein conveyed are, as applicable, subject to the terms and provisions of the Leases and Contracts (but only to the extent they are valid and subsisting), as well as all other existing burdens and commitments including, but not limited to, as applicable, such conveyed interests' proportionate share of all costs, expenses, and liabilities incurred in connection with the Leases, Wells, and Contracts and for the ultimate plugging and abandonment of the Wells.

These Conveyances are intended to be conveyances of all of Grantor's property of the nature described herein in the Parishes, regardless of size, and is intended to be liberally construed and interpreted to effectuate that intent. It is not a conveyance of small "strips and gores" only.

TO HAVE AND TO HOLD the Properties, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantees, their respective successors and assigns forever; *provided, however*, and notwithstanding the use of the terms "grant," "convey," and similar terms herein, these Conveyances are made **WITHOUT WARRANTY OF TITLE** or otherwise, of any kind or character, whether arising by statute or by common law, but do assign to Grantees the benefit of all warranties of title inuring to the benefit of Grantor with regard to the interests herein conveyed, together with all rights of prescription whether acquisitive or liberative, together with all rights of subrogation to which Grantor may be entitled, unto Grantees.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of 11:30 p.m. CT on the 31st day of July, 2023 (the "Effective Date"), and signed in the presence of the undersigned witnesses and notary on the date indicated in the acknowledgement below.

WITNESSES:

Lee Spencer
Print: Lee Spencer

Ron Allen
Print: Ron Allen

GRANTOR:

TIDELANDS GROUP PARTNERSHIP,
a Texas general partnership

BY: J. Cleo Thompson and James Cleo Thompson,
Jr., L.P., its Manager

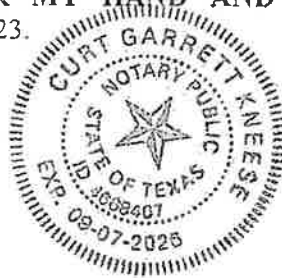
By: Steve Hooser
Steve Hooser, Vice President

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, and in the presence of the competent witnesses and me, on this day personally appeared Steve Hooser, as Vice President of J. Cleo Thompson and James Cleo Thompson, Jr., L.P., the Manager of **TIDELANDS GROUP PARTNERSHIP**, a Texas general partnership, and executed this Deed (Expressly Disclaiming Warranties), expressly acknowledging to me that he has executed the same for the purposes and considerations and in the capacities herein expressed.

August, 2023. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of



Curt Garrett Kneese
Notary Public, State of Texas
Printed Name: Curt Garrett Kneese
My Commission Expires: 9-7-2026

AFTER RECORDING, RETURN TO:

Michael Y. Lin
Carrington, Coleman, Sloman & Blumenthal, LLP
901 Main Street, Suite 5500
Dallas, TX 75202

EXHIBIT "A" LEGAL DESCRIPTIONS

Parish of Jefferson, Louisiana:

STATE: LOUISIANA	PARISH: JEFFERSON	PROPERTY NUMBER	LEASE DATE	ENTRY	RECORDING VOLUME	PAGE	GROSS ACRE
		01 174257-000	12/01/1966				4,539.89
		LESSOR(S): USA			SERIAL NO: OCS-G 1492		
		ASSIGNOR(S):					
		BLOCK 85, GRAND ISLE AREA.					
		*ALL BLOCK 85, GRAND ISLE AREA, 4539.89 ACRES MORE OR LESS.					
		(4605781) C-16426					
		01 184705-000	05/01/1974				5,000.00
		LESSOR(S): U.S.A.			SERIAL NO: OCS-G 2629		
		ASSIGNOR(S): GULF OIL CORP. (5-1-74)					
		ALL BLOCK 96, GRAND ISLE AREA, SOUTH ADDITION, OFFICIAL LEASING					
		MAP, LOUISIANA MAP NO. 7A.					
		*ALL BLOCK 96, GRAND ISLE AREA, SOUTH ADDITION, OFFICIAL LEASING MAP					
		LOUISIANA MAP NO. 7A, 5000 ACRES MORE OR LESS. (4605739) C-16426					
		01 184706-000	05/01/1974				5,000.00
		LESSOR(S): U.S.A.			SERIAL NO: OCS-G 2628		
		ASSIGNOR(S): GULF OIL CORP. (5-1-74)					
		ALL BLOCK 93, GRAND ISLE AREA, SOUTH ADDITION, OFFICIAL LEASING					
		MAP, LOUISIANA MAP NO. 7A.					
		*ALL BLOCK 93, GRAND ISLE AREA, SOUTH ADDITION, OFFICIAL LEASING					
		MAP, LOUISIANA MAP NO. 7A, 5000 ACRES MORE OR LESS. (4605747) C-16426					
		01 193740-000	10/01/1972				4,539.89
		LESSOR(S): USA			SERIAL NO: OCS-G 2164		
		ASSIGNOR(S): GULF OIL CORP.					
		ALL OF BLM 95 GRAND ISLE AREA,					
		S ADDITION AS SHOWN ON OFFICIAL LEASING MAP, LOUISIANA MAP NO. 7A.					
		*ALL BLOCK 95 GRAND ISLE AREA, SOUTH ADDITION AS SHOWN ON OFFICIAL					
		LEASING MAP, LOUISIANA MAP NO. 7A, 4539.89 ACRES MORE OR LESS.					
		(4605737) C-16426					

Parish of Jefferson, Louisiana:

STATE: LOUISIANA	PARISH: JEFFERSON	-----RECORDING-----	GROSS ACRE
PROPERTY	LEASE	ENTRY	PAGE
NUMBER	DATE	VOLUME	
01 193141-000	11/01/1972		4,539.89
LESSOR(S): U. S. A.			
ASSIGNOR(S): GULF OIL CORP.			
ALL BLOCK 94 GRAND ISLE AREA, SOUTH ADDITION AS SHOWN ON OFFICIAL LEASING MAP, LOUISIANA MAP NO. 7A.			
*ALL BLOCK 94 GRAND ISLE AREA, SOUTH ADDITION AS SHOWN ON OFFICIAL LEASING MAP, LOUISIANA MAP NO. 7A, 4539.89 ACRES MORE OR LESS.			
[4605736] C-16426			
01 284694-000	08/01/1973		5,760.00
LESSOR(S): U.S.A.			
ASSIGNOR(S): GULF OIL CORPORATION			
BLOCK 111, HIGH ISLAND AREA, AS SHOWN ON OFFICIAL LEASING MAP, TEXAS MAP NO. 7			
*W/2 OF BLOCK 111, HIGH ISLAND AREA, OFFICIAL LEASING MAP, TEXAS			
*MAP NO. 7, 2880 ACRES MORE OR LESS. (4605819) C-16426, C-17671			
**E/2 OF BLOCK 111, HIGH ISLAND AREA, OFFICIAL LEASING MAP, TEXAS			
**MAP NO. 7, 2880 ACRES MORE OR LESS.			
01 206865-000	07/01/1973		5,760.00
LESSOR(S): U.S.A.			
ASSIGNOR(S): GULF OIL CORPORATION			
ALL OF BLOCK A-283, HIGH ISLAND AREA, EAST ADDITION, SOUTH			
EXTENSION, OCS OFFICIAL LEASING MAP, TEXAS MAP # 7C.			
*ALL OF BLOCK A-283, HIGH ISLAND AREA, EAST ADDITION, SOUTH			
*EXTENSION, OCS OFFICIAL LEASING MAP, TEXAS MAP NO. 7C, OCS-G			
*2404, 5760 ACRES MORE OR LESS. (4606082) C-16426, C-17671			
00 C-16426			
*E/2 BLOCK 110, HIGH ISLAND AREA, OCS-G 2353, OFFICIAL			
*LEASING MAP, TEXAS MAP NO. 7, 2880 ACRES MORE OR LESS.			
*{4605818} CONOCO HAS A CONTRACTUAL INTEREST ONLY.			

Parish of Jefferson, Louisiana:

STATE: LOUISIANA	PARISH: JEFFERSON	ENTRY	RECORDING VOLUME	PAGE	GROSS ACRE
PROPERTY NUMBER	LEASE DATE				
01 17776-000	03/04/1959				814.30
LESSOR(S): STATE OF LOUISIANA					
ASSIGNOR(S):					
PT OF BLOCK 23, WEST DELTA AREA,					
*PART OF BLOCK 23, WEST DELTA AREA, 814.30 ACRES MORE OR LESS,					
(4601275) C-16426					

Parish of Terrebonne, Louisiana:

STATE: LOUISIANA	PARISH: TERREBONNE	ENTRY	RECORDING VOLUME	PAGE	GROSS ACRE
PROPERTY NUMBER	LEASE DATE				
01 177150-000	09/01/1955				5,000.00
LESSOR(S): U.S.A.					
ASSIGNOR(S):					
BLOCK 176, OFFSHORE AREA "C", SHIP SHOAL AREA.					
BLOCK 176, OFFSHORE AREA "C", SHIP SHOAL AREA, 5000 ACRES					
MORE OR LESS. (4605478) C-16426, C-17671					
01 177153-000	11/01/1954				5,000.00
LESSOR(S): U.S.A.					
ASSIGNOR(S):					
BLOCK 150, SHIP SHOAL AREA, OFFSHORE AREA "C".					
BLOCK 150, SHIP SHOAL AREA, OFFSHORE AREA "C", 5000 ACRES MORE OR					
LESS. (4601309) C-16426, C-17671					
01 177154-000	11/01/1956				5,000.00
LESSOR(S): U.S.A.					
ASSIGNOR(S):					
BLK. 154, SHIP SHOAL AREA, OFFSHORE AREA "C"					
BLOCK 154, SHIP SHOAL AREA, OFFSHORE AREA "C", 5000					
ACRES MORE OR LESS. (4601310) C-16426, C-17671					
01 177155-000	04/01/1960				5,000.00
LESSOR(S): U.S.A.					
ASSIGNOR(S):					
BLOCK 169, SHIP SHOAL AREA.					
SESE, E/2SWSE BLOCK 169, SHIP SHOAL AREA, 468.75 ACRES MORE OR LESS.					
(4601313 W1) C-16426, C-17671					
J-4A SAND UNITS A & B, BLOCK 169, SHIP SHOAL AREA, 168 ACRES MORE					
OR LESS. (4601313) C-16426, C-17671					
N/2, SW, W/2SE, W/2SWSE, BLOCK 169, SHIP SHOAL AREA, LESS J-4A SAND					
UNITS A & B, 4363.25 ACRES MORE OR LESS.					
01 177157-000	01/01/1955				5,000.00
LESSOR(S): USA					
ASSIGNOR(S):					
BLOCK 130-OFFSHORE AREA "C", SHIP SHOAL AREA					
ALL OF BLOCK 130, SHIP SHOAL AREA LESS AND EXCEPT W/2SWSW FROM					
8500' - 9750', CONTAINING 4843.75 ACRES MORE OR LESS. (4606262)					
C-16426, C-17671					
ALL OF BLOCK 130, SHIP SHOAL AREA, 5000 ACRES MORE OR LESS.					
(4601308) C-16426, C-17671					
W/2SWSW BLOCK 130, SHIP SHOAL AREA, 8500' - 9750', 156.25 ACRES					
MORE OR LESS.					
ALL OF BLOCK 130, SHIP SHOAL AREA, ABOVE 8500' AND BELOW 9750',					
5000 ACRES MORE OR LESS.					

Parish of Terrebonne, Louisiana:

STATE: LOUISIANA	PARISH: TERREBONNE	PROPERTY NUMBER	LEASE DATE	ENTRY	RECORDING- VOLUME	PAGE	GROSS ACRES
		01 184701-000	05/01/1974				5,000.00
		LESSOR(S): U.S.A.					
		ASSIGNOR(S): GULF OIL CORP. (5-1-74)					
		ALL BLOCK 36, SOUTH TIMBALIER AREA, OFFICIAL LEASING MAP, LOUISIANA MAP NO. 6.					
		*ALL BLOCK 36, SOUTH TIMBALIER AREA, OFFICIAL LEASING MAP, LOUISIANA MAP NO. 6, 5000 ACRES MORE OR LESS. (4605744) C-16426					
		01 184743-000	07/01/1975				3,772.00
		LESSOR(S): U.S.A.					
		ASSIGNOR(S): GULF OIL CORP. (7-1-1975)					
		ALL OF BLOCK 163, SOUTH TIMBALIER AREA, OCS OFFICIAL LEASING MAP, LOUISIANA MAP NO. 6.					
		*ALL BLOCK 163, SOUTH TIMBALIER AREA, OCS OFFICIAL LEASING MAP, LOUISIANA MAP NO. 6, 3772 ACRES MORE OR LESS. (4605741) C-16426					
		01 184750-000	04/01/1976				5,000.00
		LESSOR(S): U.S.A.					
		ASSIGNOR(S): GULF OIL CORPORATION					
		ALL OF BLOCK 35, SOUTH TIMBALIER AREA AS SHOWN ON OCS OFFICIAL LEASING MAP, LOUISIANA MAP NO. 6					
		*ALL BLOCK 35, SOUTH TIMBALIER AREA AS SHOWN ON OCS OFFICIAL LEASING MAP, LOUISIANA MAP NO. 6, 5000 ACRES MORE OR LESS. (4605814) C-16426					
		01 204268-000	07/01/1975				1,393.38
		LESSOR(S): U.S.A.					
		ASSIGNOR(S): TEXASGULF INC.					
		1393.38 ACRES BEING ALL THAT PORTION OF SAID LEASE LYING EAST OF COORDINATE X=2,065,000.00' AND NORTH OF COORDINATE Y=95,000.00', THE COORDINATES USED REFER TO LOUISIANA (LAMBERT) PLANE					
		COORDINATE SYSTEM, SOUTH ZONE, WITH X ORIGIN=2,000,000.00' AT 91000 20' AND Y ORIGIN=0.00' AT 28 DEG 40', BEING OUT OF BLOCK 84, SHIP SHOAL AREA, ON OCS OFFICIAL LEASING MAP, LOUISIANA MAP #5.					
		*1393.38 ACRES BEING ALL THAT PORTION OF SAID LEASE LYING EAST OF COORDINATE X=2,065,000.00' AND NORTH OF COORDINATE Y=95,000.00'... THE COORDINATES USED REFER TO LOUISIANA (LAMBERT) PLANE					
		COORDINATE SYSTEM, SOUTH ZONE, WITH X ORIGIN=2,000,000.00' AT 91 DEG 20' AND Y ORIGIN=0.00' AT 28 DEG 40', BEING OUT OF BLOCK 84, SHIP SHOAL AREA, ON OCS OFFICIAL LEASING MAP, LOUISIANA MAP NO. 5, (4606066) C-16426, C-17671					
		00 C-16426					
		*468.75 ACRES MORE OR LESS BEING SWSH AND W/2SESW SHIP SHOAL BLOCK 168, OCS-0819. (4601313 WELL 1) CONOCO HAS CONTRACTUAL INTEREST ONLY.					

Parish of LaFourche, Louisiana:

STATE: LOUISIANA	PARISH: LAFOURCHE	PROPERTY NUMBER	LEASE DATE	ENTRY	RECORDING VOLUME	PAGE	GROSS ACRE
01	177156-000	01/01/1955	USA	SERIAL NO: OCS 0462			5,000.00
LESSOR(S):							
ASSIGNOR(S):							
BLK. 135, SOUTH TIMBALIER AREA, OFFSHORE AREA "C"							
*BLOCK 135, SOUTH TIMBALIER AREA, OFFSHORE AREA "C", 5000 ACRES							
MORE OR LESS: (4601293) C-16426							
01	177159-000	06/01/1962	STATE OF LOUISIANA	SERIAL NO: OCS-G 1259			5,000.00
LESSOR(S):							
ASSIGNOR(S):							
BLK 176, SOUTH TIMBALIER AREA.							
*BLOCK 176, SOUTH TIMBALIER AREA, 5000 ACRES MORE OR LESS.							
(4601303) C-16426							
01	177160-000	12/01/1954	U.S.A.	SERIAL NO: OCS 0498			4,360.00
LESSOR(S):							
ASSIGNOR(S):							
PT. BLK. 128, SOUTH TIMBALIER AREA							
*PART OF BLOCK 128, SOUTH TIMBALIER AREA, 4360 ACRES MORE OR LESS.							
(4601302) C-16426							
01	177161-000	01/01/1955	USA	SERIAL NO: OCS 0459			5,000.00
LESSOR(S):							
ASSIGNOR(S):							
BLOCK 133-OFFSHORE AREA "D", SOUTH TIMBALIER AREA							
*BLOCK 133, OFFSHORE AREA "D", SOUTH TIMBALIER AREA, 5000 ACRES							
MORE OR LESS: (4601301) C-16426							
01	177163-000	01/01/1955	USA	SERIAL NO: OCS 0457			2,148.46
LESSOR(S):							
ASSIGNOR(S):							
BLOCK 131 - OFFSHORE AREA "D", SOUTH TIMBALIER AREA							
*BLOCK 131, OFFSHORE AREA "D", SOUTH TIMBALIER AREA, 2148.46 ACRES							
MORE OR LESS: (4601298) C-16426, C-18160, C-18161, C-18162, C-18171							

Parish of LaFourche, Louisiana:

STATE: LOUISIANA	PARISH: LAFOURCHE	ENTRY	RECORDING VOLUME	PAGE	GROSS ACRES
PROPERTY NUMBER	LEASE DATE				
01 177164-000	01/01/1955				5,000.00
LESSOR(S): USA					
ASSIGNOR(S): SERIAL NO: OCS 0464					
BLOCK 152: 160 AC. IN AREA "C" & 4840 AC. IN AREA "D", SOUTH					
TIMBALIER AREA.					
*BLOCK 152: 160 ACRES IN AREA "C" & 4840 ACRES IN AREA "D", SOUTH					
TIMBALIER AREA. (4601297) C-16426					
01 177165-000	01/01/1955				5,000.00
LESSOR(S): USA					
ASSIGNOR(S): SERIAL NO: OCS 0463					
BLOCK 151: 1700 ACRES IN AREA "C" & 3300 AC. IN AREA "D", SOUTH					
TIMBALIER AREA.					
*BLOCK 151: 1700 ACRES IN AREA "C" & 3300 ACRES IN AREA "D"					
SOUTH TIMBALIER AREA, 5000 ACRES MORE OR LESS. (4601296) C-16426					
01 177665-000	07/01/1967				5,000.00
LESSOR(S): USA					
ASSIGNOR(S): SERIAL NO: OCS-G 1570					
BLK 186, SOUTH TIMBALIER AREA					
*BLOCK 186, SOUTH TIMBALIER AREA, 5000 ACRES MORE OR LESS. (4600315) C-16426					
01 177770-000	01/01/1955				5,000.00
LESSOR(S): U.S.A.					
ASSIGNOR(S): SERIAL NO: OCS 0456					
BLOCK 130: 821 AC. IN AREA "C" & 4179 AC. IN AREA "D", SOUTH					
TIMBALIER AREA.					
*BLOCK 130: 821 ACRES IN AREA "C" & 4179 ACRES IN AREA "D",					
SOUTH TIMBALIER AREA, 5000 ACRES MORE OR LESS. (4601294) C-16426, C-18160, C-18161, C-18162, C-18171					
01 177771-000	01/01/1955				5,000.00
LESSOR(S): U.S.A.					
ASSIGNOR(S): SERIAL NO: OCS 0461					
BLOCK 134: 1881 AC. IN AREA "C" & 3119 AC. IN AREA "D", SOUTH					
TIMBALIER AREA.					
*W/2 BLOCK 134, SOUTH TIMBALIER AREA, 2500 ACRES MORE OR LESS. (4601295) C-16426					
**E/2 BLOCK 134, SOUTH TIMBALIER AREA, 2500 ACRES MORE OR LESS.					
01 177772-000	06/01/1962				5,000.00
LESSOR(S): U.S.A.					
ASSIGNOR(S): SERIAL NO: OCS-G 1260					
BLOCK 177, SOUTH TIMBALIER AREA.					
*BLOCK 177, SOUTH TIMBALIER AREA, 5000 ACRES MORE OR LESS. (4601304) C-16426, C-17671					

Parish of LaFourche, Louisiana:

STATE: LOUISIANA	PARISH: LAFOURCHE	PROPERTY NUMBER	LEASE DATE	ENTRY	RECORDING VOLUME	PAGE	GROSS ACRE
01	177270-000	01/01/1955	U.S.A.		SERIAL NO: OCS 0465		5,000.00
LESSOR(S):							
ASSIGNOR(S):							
BLOCK 129, SOUTH TIMBALIER AREA							
*2500 ACRES MORE OR LESS BEING W/2 BLOCK 129, SOUTH TIMBALIER AREA.							
(4601302) C-16426							
**2500 ACRES MORE OR LESS BEING E/2 BLOCK 129, SOUTH TIMBALIER AREA.							
01	177813-000	05/01/1964	U.S.A.		SERIAL NO: OCS-G 1362		1,250.00
LESSOR(S):							
ASSIGNOR(S):							
U.S.A.							
GULF OIL CORP (5-1-64)							
NE OF BLOCK 28, SOUTH TIMBALIER AREA.							
*NE BLOCK 28, SOUTH TIMBALIER AREA, 1250 ACRES MORE OR LESS.							
(4601305) C-16426							
*79.06 ACRES MORE OR LESS OUT OF NE BLOCK 28, SOUTH TIMBALIER AREA.							
(4605978) C-16426							
01	184700-000	05/01/1974	U.S.A.		SERIAL NO: OCS-G 2626		5,000.00
LESSOR(S):							
ASSIGNOR(S):							
U.S.A.							
ALL BLOCK 38, SOUTH TIMBALIER AREA, OFFICIAL LEASING MAP,							
LOUISIANA MAP NO. 6.							
*1500 ACRES MORE OR LESS BEING NW BLOCK 38, SOUTH TIMBALIER AREA, OFFICIAL							
LEASING MAP, LOUISIANA MAP NO. 6. (4605817) C-16426							
**3500 ACRES MORE OR LESS BEING NE, S/2 BLOCK 38, SOUTH TIMBALIER AREA,							
OFFICIAL LEASING MAP, LOUISIANA MAP NO. 6.							
01	184702-000	05/01/1971	U.S.A.		SERIAL NO: OCS-G 2625		5,000.00
LESSOR(S):							
ASSIGNOR(S):							
U.S.A.							
GULF OIL CORP. (5-1-74)							
ALL BLOCK 37, SOUTH TIMBALIER AREA, OFFICIAL LEASING MAP,							
LOUISIANA MAP NO. 6.							
*ALL BLOCK 37, SOUTH TIMBALIER AREA, OFFICIAL LEASING MAP,							
LOUISIANA MAP NO. 6, 5000 ACRES MORE OR LESS, (4605817, 4605738)							
C-16426							
01	184703-000	05/01/1974	U.S.A.		SERIAL NO. OCS-G 2621		5,000.00
LESSOR(S):							
ASSIGNOR(S):							
U.S.A.							
GULF OIL CORP. (5-1-74)							
ALL BLOCK 29, SOUTH TIMBALIER AREA, OFFICIAL LEASING MAP,							
LOUISIANA MAP NO. 6.							
*ALL BLOCK 29, SOUTH TIMBALIER AREA, OFFICIAL LEASING MAP,							
LOUISIANA MAP NO. 6, SAVE & EXCEPT 625 ACRES (S/2SW), 4375 ACRES							
MORE OR LESS. (4606049) C-16426							
**S/2SW BLOCK 29, SOUTH TIMBALIER AREA, OFFICIAL LEASING MAP,							
LOUISIANA MAP NO. 6, 625 ACRES MORE OR LESS.							

Parish of LaFourche, Louisiana:

STATE: LOUISIANA	PARISH: LAFOURCHE			
PROPERTY NUMBER	LEASE DATE	ENTRY	RECORDING VOLUME	PAGE
01 185216-000	04/01/1966			
LESSOR(S): U.S.A.				
ASSIGNOR(S):				
NW, N/2SW BLOCK 27, TIMBALIER BAY AREA.				
*NW, N/2SW BLOCK 27, TIMBALIER BAY AREA, 1875 ACRES MORE OR LESS.				
(4601277) C-16426				
			SERIAL NO: OCS-G 1443	
				GROSS ACRE 1,875.00
01 185217-000	06/01/1962			
LESSOR(S): U.S.A.				
ASSIGNOR(S):				
BLOCK 172, SOUTH TIMBALIER AREA.				
*BLOCK 172, SOUTH TIMBALIER AREA, 5000 ACRES MORE OR LESS.				
(4605743) C-16426				
			SERIAL NO: OCS-G 1256	
				GROSS ACRE 5,000.00

Parish of Vermilion, Louisiana:

STATE: LOUISIANA	PARISH: VERMILION	ENTRY	RECORDING VOLUME	PAGE	GROSS ACRE
PROPERTY NUMBER	LEASE DATE				
01 177773-000	05/01/1960				4,922.87
LESSOR(S):	U. S. A.				
ASSIGNOR(S):		SERIAL NO: OCS 0775			
BLOCK 131 ZONE 4, VERMILION AREA.					
*BLOCK 131, ZONE 4, VERMILION AREA, 4922.87 ACRES MORE OR LESS, (4601316) C-16426, C-17671					
01 177823-000	05/01/1962				4,549.35
LESSOR(S):	U.S.A.				
ASSIGNOR(S):		SERIAL NO: OCS-G 1119			
ALL OF BLOCK 52 EXCEPT 320 ACRES SURROUNDING PRODUCING WELL IN SE OF BLOCK 52 EXCEPT 320 ACRES SURROUNDING PRODUCING WELL IN SE OF BLOCK, VERMILION AREA, 4549.35 ACRES MORE OR LESS, (4605479) C-16426, C-17671					
01 184731-000	12/01/1974				4,829.83
LESSOR(S):	U. S. A.				
ASSIGNOR(S):		SERIAL NO: OCS-G 2866			
BEING THAT PT OF BLK 23 LYING W/1 OCS-G 15E 2866: BEG AT NW/C OF BLK 23, VERMILION AREA, GULF OF MEXICO, SAID CORNER HAVING A PLANE COORDINATE POSITION OF X=1,617,866.076 & Y=302,824.769; E ALONG N LINE OF BLK 23 12,133.924'; S 2,624.769'; E 2,624.124' TO E LINE OF BLK 23; S 11,933.279'; W 14,758.048'; N 14,758.048' TO POB & CONTAINING 4829.83 ACS.					
*BEING THAT PART OF BLK 23 LYING WITHIN OCS-G 2866: BEGINNING AT NW/C OF BLK 23, VERMILION AREA, GULF OF MEXICO, SAID CORNER HAVING A PLANE COORDINATE POSITION OF X=1617866.076 & Y=302824.769; E ALONG N LINE OF BLK 23 12133.924'; S 2824.769'; E 2624.124' TO E LINE OF BLK 23; S 11933.279'; W 14758.048'; N 14758.048' TO POB, 4829.83 ACRES MORE OR LESS. (4605756) C-16426, C-17671					
01 184732-000	12/01/1974				5,000.00
LESSOR(S):	U.S.A.				
ASSIGNOR(S):		SERIAL NO: OCS-G 2872			
ALL OF BLOCK 155, VERMILION AREA, OCS OFFICIAL LEASING MAP, LOUISIANA MAP NO. 3.					
*W/2 BLOCK 155, VERMILION AREA, OCS OFFICIAL LEASING MAP, LOUISIANA MAP NO. 3, 2500 ACRES MORE OR LESS. (4606241) C-16426, C-17671					
**E/2 BLOCK 155, VERMILION AREA, OCS OFFICIAL LEASING MAP, LOUISIANA MAP NO. 3, 2500 ACRES MORE OR LESS.					

Parish of Plaquemines, Louisiana:

STATE: LOUISIANA	PARISH: PLAQUEMINES	LEASE DATE	ENTRY	RECORDING VOLUME	PAGE	GROSS ACRE
01 17774-000	12/15/1955	STATE OF LOUISIANA		000187	01029	1,602.00
LESSOR(S):						
ASSIGNOR(S):						
TR 6276, WEST DELTA AREA, OFFSHORE, AREA "C"						
*TRACT 6276, WEST DELTA AREA, OFFSHORE, AREA "C", 1602.00 ACRES MORE OR LESS. (4601278) C-16426						
01 17775-000	03/04/1959	STATE OF LOUISIANA				742.40
LESSOR(S):						
ASSIGNOR(S):						
PT. BLOCK 24, LYING NORTH OF STATE LEASE #2869, WEST DELTA AREA						
*PART OF BLOCK 24, LYING NORTH OF STATE LEASE #2869, WEST DELTA AREA, 742.40 ACRES, MORE OR LESS. (4601274) C-16426						
01 17776-000	03/04/1959	STATE OF LOUISIANA				814.30
LESSOR(S):						
ASSIGNOR(S):						
PT OF BLOCK 23, WEST DELTA AREA.						
*PART OF BLOCK 23, WEST DELTA AREA, 814.30 ACRES MORE OR LESS. (4601275) C-16426						

Parish of Plaquemines, Louisiana:

STATE: LOUISIANA	PARISH: PLAQUEMINES	ENTRY	RECORDING VOLUME	PAGE	GROSS ACRE
PROPERTY NUMBER	LEASE DATE				
01 177777-000	03/01/1961				5,000.00
LESSOR(S): U.S.A.					
ASSIGNOR(S):					
BLOCK 41, WEST DELTA AREA.					
*BLOCK 41, WEST DELTA AREA, 5000 ACRES MORE OR LESS. (4601287)					
C-16426					
01 177778-000	11/01/1962				1,860.00
LESSOR(S): U.S.A.					
ASSIGNOR(S):					
S/2 BLK 23, WEST DELTA AREA.					
*S/2 BLOCK 23, WEST DELTA AREA, 1860 ACRES MORE OR LESS. (4601282)					
C-16426					
01 177796-000	09/01/1959				980.00
LESSOR(S): U.S.A.					
ASSIGNOR(S):					
PT. BLK. 24, WEST DELTA AREA.					
*PART BLOCK 24, WEST DELTA AREA, 980 ACRES MORE OR LESS. (4601281)					
C-16426					
01 177833-000	01/22/1964				697.51
LESSOR(S): U.S.A.					
ASSIGNOR(S):					
SOUTH PART OF TRACT NO. 8905, WEST DELTA AREA,					
*SOUTH PART OF TRACT NO. 8905, WEST DELTA AREA, 697.51 ACRES MORE					
OR LESS. (4606927) C-16426					

Parish of Plaquemines, Louisiana:

STATE: LOUISIANA	PARISH: PLAQUEMINES	ENTRY	RECORDING VOLUME	PAGE	GROSS ACRE
PROPERTY NUMBER	LEASE DATE				
01 185206-000	06/01/1962				5,000.00
LESSOR(S): U.S.A.					
ASSIGNOR(S):					
BLOCK 117, WEST DELTA AREA, SOUTH ADDITION.					
*ALL BLOCK 117, WEST DELTA AREA, SOUTH ADDITION, 5000 ACRES MORE OR LESS.					
(4601286) C-16426, C-17671					
SERIAL NO: OCS-G 1101					
01 185207-000	10/29/1962				624.00
LESSOR(S): U.S.A.					
ASSIGNOR(S):					
PORTION OF BLOCK 23, WEST DELTA AREA.					
*THAT PORTION OF LOUISIANA STATE LEASE NO. 3978 IN BLOCK 23, WEST DELTA AREA, PLAQUEMINES PARISH, LOUISIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF BLOCK 23 A DISTANCE OF 2,202.60 FEET FROM THE NW CORNER THEREOF, SAID POINT HAVING LAMBERT COORDINATES OF X= 2,559,772.00 AND Y=205,000.00; THENCE EAST A DISTANCE OF 228.00 FEET TO A POINT HAVING LAMBERT COORDINATES OF X=2,560,000.00 AND Y=205,000.00; THENCE SOUTH A DISTANCE OF 5,000.00 FEET TO A POINT HAVING LAMBERT COORDINATES OF X=2,560,000.00 AND Y=2000,000.00; THENCE EAST A DISTANCE OF 4,260.60 FEET TO A POINT ON THE EAST LINE OF LOUISIANA STATE LEASE NO. 3978 SAID POINT HAVING LAMBERT COORDINATES OF X=2,564,260.60 AND Y=2000,000.00; THENCE SOUTH ALONG THE EAST LINE OF LOUISIANA STATE LEASE NO. 3978 TO THE SE CORNER THEREOF; THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF LOUISIANA STATE LEASE NO. 3978 TO THE SOUTHWEST CORNER THEREOF ON THE WEST LINE OF BLOCK 23; THENCE NORTH ALONG THE WEST LINE OF BLOCK 23 TO PLACE OF BEGINNING. ESTIMATED TO CONTAIN 624.00 ACRES MORE OR LESS. ALL BEARINGS ARE BASED ON THE LOUISIANA LAMBERT PLANE COORDINATE SYSTEM SOUTH ZONE.					
(4605482) C-16426					
SERIAL NO: 3978					
01 185215-000	06/01/1964				2,500.00
LESSOR(S): U.S.A.					
ASSIGNOR(S):					
E/2 BLOCK 22, WEST DELTA AREA.					
*E/2 BLOCK 22, WEST DELTA AREA, 2500 ACRES MORE OR LESS. (4601284)					
C-16426					
SERIAL NO: OCS-G 1364					

Parish of Plaquemines, Louisiana:

STATE: LOUISIANA	PARISH: PLAQUEMINES	ENTRY	RECORDING VOLUME	PAGE	GROSS ACRE
PROPERTY NUMBER	LEASE DATE				
01 185206-000	06/01/1962				5,000.00
LESSOR(S): U.S.A.					
ASSIGNOR(S):					
BLOCK 117, WEST DELTA AREA, SOUTH ADDITION.					
*ALL BLOCK 117, WEST DELTA AREA, SOUTH ADDITION, 5000 ACRES MORE OR LESS.					
(4601286) C-16426, C-17671					
SERIAL NO: OCS-G 1101					
01 185207-000	10/29/1962				624.00
LESSOR(S): U.S.A.					
ASSIGNOR(S):					
PORTION OF BLOCK 23, WEST DELTA AREA.					
*THAT PORTION OF LOUISIANA STATE LEASE NO. 3978 IN BLOCK 23, WEST DELTA					
AREA, PLAQUEMINES PARISH, LOUISIANA, DESCRIBED AS FOLLOWS: BEGINNING					
AT A POINT ON THE WEST LINE OF BLOCK 23 A DISTANCE OF 2,202.60 FEET FROM					
THE NW CORNER THEREOF, SAID POINT HAVING LAMBERT COORDINATES OF X=					
2,559,772.00 AND Y=205,000.00; THENCE EAST A DISTANCE OF 228.00 FEET TO A					
POINT HAVING LAMBERT COORDINATES OF X=2,560,000.00 AND Y=205,000.00;					
THENCE SOUTH A DISTANCE OF 5,000.00 FEET TO A POINT HAVING LAMBERT					
COORDINATES OF X=2,560,000.00 AND Y=2000,000.00; THENCE EAST A DISTANCE OF					
4,260.60 FEET TO A POINT ON THE EAST LINE OF LOUISIANA STATE LEASE NO. 3978					
SAID POINT HAVING LAMBERT COORDINATES OF X=2,564,260.60 AND Y=2000,000.00;					
THENCE SOUTH ALONG THE EAST LINE OF LOUISIANA STATE LEASE NO. 3978 TO THE					
SE CORNER THEREOF; THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF LOUISIANA					
STATE LEASE NO. 3978 TO THE SOUTHWEST CORNER THEREOF ON THE WEST LINE OF					
BLOCK 23; THENCE NORTH ALONG THE WEST LINE OF BLOCK 23 TO PLACE OF					
BEGINNING. ESTIMATED TO CONTAIN 624.00 ACRES MORE OR LESS. ALL BEARINGS					
ARE BASED ON THE LOUISIANA LAMBERT PLANE COORDINATE SYSTEM SOUTH ZONE.					
(4605482) C-16426					
SERIAL NO: OCS-G 1364					
01 185215-000	06/01/1964				2,500.00
LESSOR(S): U.S.A.					
ASSIGNOR(S):					
E/2 BLOCK 22, WEST DELTA AREA.					
*E/2 BLOCK 22, WEST DELTA AREA, 2500 ACRES MORE OR LESS. (4601284)					
C-16426					

Parish of Plaquemines, Louisiana:

STATE: LOUISIANA	PARISH: PLAQUEMINES		
PROPERTY NUMBER	LEASE DATE	ENTRY -----RECORDING----- VOLUME	PAGE ----- GROSS ACRE
01 238828-000	06/05/1981		13.23
LESSOR(S): U.S.A.			
ASSIGNOR(S): GULF OIL CORPORATION			
BEGINNING AT INTERSECT OF ZONE 1-2 LINE WITH 3-MILE LINE ESTABLISHED BY 1975 DECREE ENTERED IN U.S. V. LA. #9, ORIGINAL BLOCK 22, MN ON OCS LEASING MAP, WEST DELTA AREA, LA MAP #8, CONTAINING 13.23 ACRES. *13.23 ACRES MORE OR LESS BEGINNING AT INTERSECT OF ZONE 1-2 LINE WITH 3-MILE LINE ESTABLISHED BY 1975 DECREE ENTERED IN U.S. V. LA. #9, ORIGINAL BLOCK 22, OCS LEASING MAP, WEST DELTA AREA, LOUISIANA MAP NO. 8. (4606276) C-16426			
01 238829-000	06/05/1981		10.01
LESSOR(S): U.S.A.			
ASSIGNOR(S): GULF OIL CORPORATION, ET AL			
BEGINNING AT POINT ON ZONE 1-2 IN BLOCK 23, OCS LEASING MAP, WEST DELTA AREA, MAP #8.			
*10.01 ACRES MORE OR LESS BEGINNING AT POINT ON ZONE 1-2 IN BLOCK 23, OCS LEASING MAP, WEST DELTA AREA, MAP NO. 8. (4606276) C-16426			
01 238830-000	06/05/1981		62.45
LESSOR(S): U. S. A.			
ASSIGNOR(S): GULF OIL CORPORATION			
BEGINNING AT INTERSECT OF ZONE 1-2 WITH EAST BOUNDARY BLOCK 23, OCS LEASING MAP WEST DELTA AREA, MAP #8, CONTAINING 62.45 ACRES.			
*62.45 ACRES MORE OR LESS BEGINNING AT INTERSECT OF ZONE 1-2 WITH EAST BOUNDARY BLOCK 23, OCS LEASING MAP, WEST DELTA AREA, MAP NO. 8. (4606276) C-16426			
01 238831-000	06/05/1981		74.91
LESSOR(S): U.S.A.			
ASSIGNOR(S): EXXON CORPORATION			
BEGINNING AT INTERSECT OF 3-MILE LINE ESTABLISHED BY 1975 DECREE ENTERED IN U.S. V. LA. #9, ORIGINAL, WITH SOUTH BOUNDARY BLOCK 24, OCS LEASING MAP, WEST DELTA AREA, LA MAP #8.			
*74.91 ACRES MORE OR LESS BEGINNING AT INTERSECT OF 3-MILE LINE ESTABLISHED BY 1975 DECREE ENTERED IN U.S. V. LA. #9, ORIGINAL, WITH SOUTH BOUNDARY OF BLOCK 24, OCS LEASING MAP, WEST DELTA AREA, LOUISIANA MAP NO. 8. (4606276) C-16426			

Parish of St. Mary, Louisiana:

STATE: LOUISIANA	PARISH: ST. MARY		
PROPERTY NUMBER	LEASE DATE	ENTRY	RECORDING VOLUME
			PAGE
			GROSS ACRE
01 177779-000	06/01/1962		5,000.00
LESSOR(S): U. S. A.			
ASSIGNOR(S):			
*BLOCK 238, EUGENE ISLAND.			
*BLOCK 238, EUGENE ISLAND AREA, 5000 ACRES MORE OR LESS.			
(4601306) C-16426, C-17671			
01 184704-000	05/01/1974		5,000.00
LESSOR(S): U.S.A.			
ASSIGNOR(S): GULF OIL CORP. (5-1-74)			
ALL BLOCK 313, EUGENE ISLAND AREA, SOUTH ADDITION, OFFICIAL			
LEASING MAP, LOUISIANA MAP NO. 4A;			
*ALL BLOCK 313, EUGENE ISLAND AREA, SOUTH ADDITION, OFFICIAL			
LEASING MAP, LOUISIANA MAP NO. 4A, 5000 ACRES MORE OR LESS.			
(4605657) C-16426, C-17671			
01 185210-000	06/01/1962		5,000.00
LESSOR(S): U.S.A.			
ASSIGNOR(S):			
BLOCK 237, EUGENE ISLAND AREA.			
*BLOCK 237, EUGENE ISLAND AREA, 5000 ACRES MORE OR LESS.			
(4606928) C-16426, C-17671			
01 185211-000	06/01/1962		5,000.00
LESSOR(S): U.S.A.			
ASSIGNOR(S):			
BLOCK 252, EUGENE ISLAND AREA.			
*BLOCK 252, EUGENE ISLAND AREA, 5000 ACRES MORE OR LESS.			
(4601307) C-16426, C-17671			

Parish of St. Mary, Louisiana

STATE: LOUISIANA	PARISH: ST. MARY	PROPERTY NUMBER	LEASE DATE	ENTRY	RECORDING VOLUME	PAGE	GROSS ACRES
		01 206866-000	01/01/1971				1,347.16
		LESSOR(S): U.S.A. ASSIGNOR(S): GULF OIL CORPORATION ALL OF BLOCK 296, EUGENE ISLAND AREA, SOUTH ADDITION, OCS OFFICIAL LEASING MAP, LOUISIANA MAP NO. 8A. C-16426, C-17671					
		01 206867-000	01/01/1971				2,401.22
		LESSOR(S): U.S.A. ASSIGNOR(S): GULF OIL CORPORATION ALL OF BLOCK 306, EUGENE ISLAND AREA, SOUTH ADDITION, OCS OFFICIAL LEASING MAP, LOUISIANA MAP NO. 4A. C-16426, C-17671					

Parish of Iberia, Louisiana:

STATE: LOUISIANA	PARISH: IBERIA	PROPERTY NUMBER	LEASE DATE	ENTRY	RECORDING VOLUME	PAGE	GROSS ACRE
		01 177780-000	05/01/1960				5,000.00
		LESSOR(S): U. S. A.					
		ASSIGNOR(S):					
		BLOCK 23, ZONE 4, SOUTH MARSH ISLAND AREA.					
		*BLOCK 23, ZONE 4, SOUTH MARSH ISLAND AREA, 5000 ACRES MORE OR LESS.					
		(4601709) C-16426, C-17671					
		01 177781-000	05/01/1960				5,000.00
		LESSOR(S): U. S. A.					
		ASSIGNOR(S):					
		BLOCK 48, ZONE 4, SOUTH MARSH ISLAND AREA.					
		*BLOCK 48, ZONE 4, SOUTH MARSH ISLAND AREA, 5000 ACRES MORE OR LESS.					
		(4601791) C-16426, C-17671					
		01 177811-000	06/01/1962				5,287.95
		LESSOR(S): U.S.A.					
		ASSIGNOR(S): GULF OIL CORPORATION (7-28-66)					
		1/16 OF 1/4 OF 8/8 ORR: SUBSURFACE HORIZONS DOWN TO & INCLUDING					
		14,405 FEET.					
		1/8 OF 1/4 OF 8/8 ORR: SUBSURFACE HORIZONS BELOW 14,405 FEET.					
		ALL OF BLOCK 29, SOUTH MARSH ISLAND AREA EXCEPT 320 ACRES					
		SURROUNDING PRODUCING WELL IN NORTHWEST CORNER OF BLOCK.					
		*BLOCK 29, SOUTH MARSH ISLAND AREA, SUBSURFACE HORIZONS DOWN TO					
		& INCLUDING 14405 FEET, 5287.95 ACRES MORE OR LESS. (4605480)					
		C-16426, C-17671					
		**BLOCK 29, SOUTH MARSH ISLAND AREA, SUBSURFACE HORIZONS BELOW					
		14405 FEET, EXCEPT 320 ACRES SURROUNDING PRODUCING WELL IN NW					
		CORNER OF BLOCK, 5287.95 ACRES MORE OR LESS.					
		01 185214-000	05/01/1962				5,000.00
		LESSOR(S): U.S.A.					
		ASSIGNOR(S):					
		BLOCK 16, SOUTH MARSH ISLAND AREA.					
		*BLOCK 16, SOUTH MARSH ISLAND AREA, 5000 ACRES MORE OR LESS.					
		(4606657) C-16426, C-17671					

Parish of Cameron, Louisiana:

STATE: LOUISIANA	PARISH: CAMERON	ENTRY	RECORDING VOLUME	PAGE	GROSS ACRE
PROPERTY NUMBER	LEASE DATE				
01 177622-000	08/01/1959				210.00
LESSOR(S):	U.S.A.		SERIAL NO: OCS 0680		
ASSIGNOR(S):					
210 ACRES IN IRREGULAR SHPE IN CENTER OF BLOCK 20, WEST CAMERON AREA. C-16426, C-17671					
01 184730-000	12/01/1974				2,500.00
LESSOR(S):	U. S. A.		SERIAL NO: OCS-G 2860		
ASSIGNOR(S):	GULF OIL CORP.				
ALL OF BLK 237, EAST CAMERON AREA, SOUTH ADDITION, OCS OFFICIAL LEASING MAP, LOUISIANA MAP NO. 2A.					
*ALL BLOCK 237, EAST CAMERON AREA, SOUTH ADDITION, OCS OFFICIAL LEASING MAP, LOUISIANA MAP NO. 2A, 2500 ACRES MORE OR LESS. (4606117) C-16426, C-17671					
01 184745-000	09/01/1975				5,000.00
LESSOR(S):	U.S.A.		SERIAL NO: OCS-G 3282		
ASSIGNOR(S):	GULF OIL CORPORATION				
ALL OF BLK 409, WEST CAMERON AREA, OCS OFFICIAL LEASING MAP, LA MAP NO. 1A.					
*ALL BLOCK 409, WEST CAMERON AREA, OCS OFFICIAL LEASING MAP, LOUISIANA MAP NO. 1A, 5000 ACRES MORE OR LESS. (4605815) C-16426, C-17671					
01 184746-000	09/01/1975				5,000.00
LESSOR(S):	U.S.A.		SERIAL NO: OCS-G 3297		
ASSIGNOR(S):	GULF OIL CORPORATION				
ALL OF BLOCK 215, EAST CAMERON AREA, OCS OFFICIAL LEASING MAP, LOUISIANA MAP NO. 2					
*ALL BLOCK 215, EAST CAMERON AREA, OCS OFFICIAL LEASING MAP, LOUISIANA MAP NO. 2, 5000 ACRES MORE OR LESS. (4606375) C-16426, C-17671					

Parish of Cameron, Louisiana:

STATE: LOUISIANA	PARISH: CAMERON	ENTRY	RECORDING VOLUME	PAGE	GROSS ACRES
PROPERTY NUMBER	LEASE DATE				
01 184747-000	09/01/1975				3,954.26
LESSOR(S): U.S.A. ASSIGNOR(S): GULF OIL CORPORATION BEG AT NE/C OF BLOCK 198, W CAMERON AREA, GULF OF MEXICO, SAID CORNER HAVING A STATE PLANE COORDINATE POSITION X=1,406,209.760 & Y=246,209.760; S ALONG E LN OF BLK 198 14,709.760'; W 11,709.760' N 14,709.760' TO W LN OF BLK 198; E ALONG N LN OF BLK 198 11,709.760' TO POB & CONTAINING 3954.26 ACS. ALL BEARINGS & CO-ORDINATES REFER TO THE LA. (LAMBERT) PLANE COORDINATE SYSTEM, S ZONE *BEGINNING AT NE/C OF BLOCK 198, WEST CAMERON AREA, GULF OF MEXICO, SAID CORNER HAVING A STATE PLANE COORDINATE POSITION X=1406209.760 & Y=246209.760; S ALONG E LINE OF BLOCK 198 14709.760'; W 117093760' N 14709.760' TO W LINE OF BLOCK 198; E ALONG N LINE OF BLOCK 198 11709.760' TO POB, 3954.26 ACRES MORE OR LESS. (4605985) C-16426, C-17671					
01 184749-000	02/01/1971				2,500.00
LESSOR(S): U.S.A. ASSIGNOR(S): TEXASGULF INC. ALL OF BLOCK 273, EAST CAMERON AREA, SOUTH ADDITION, OFFICIAL LEASING MAP, LA. MAP #2A. *ALL BLOCK 273, EAST CAMERON AREA, SOUTH ADDITION, OFFICIAL LEASING MAP, LOUISIANA MAP NO. 2A, 2500 ACRES MORE OR LESS. (4605669) C-16426					
01 185202-000	05/01/1960				5,000.00
LESSOR(S): U.S.A. ASSIGNOR(S): BLOCK 176, WEST CAMERON AREA. *ALL BLOCK 176, WEST CAMERON AREA, 5000 ACRES MORE OR LESS. (4600339, 4605384) C-16426, C-17671					

Parish of Cameron, Louisiana:

STATE: LOUISIANA	PARISH: CAMERON	PROPERTY NUMBER	LEASE DATE	ENTRY	RECORDING VOLUME	PAGE	GROSS ACRE
01	204265-000	02/01/1973					5,000.00
LESSOR(S): U.S.A.							
ASSIGNOR(S): TEXASGULF INC.							
ALL OF BLOCK 480, WEST CAMERON AREA, SOUTH ADDITION, OFFICIAL STATE LEASING MAP, LA. MAP #1B.							
*ALL BLOCK 480, WEST CAMERON AREA, SOUTH ADDITION, OFFICIAL STATE LEASING MAP, LOUISIANA MAP NO. 1B, 5000 ACRES MORE OR LESS.							
(4605746) C-16426, C-17671							
01	204270-000	09/01/1975					5,000.00
LESSOR(S): U.S.A.							
ASSIGNOR(S): TEXASGULF INC.							
ALL OF BLOCK 405, WEST CAMERON AREA, WEST ADDITION, AS SHOWN ON OCS OFFICIAL LEASING MAP, LA. MAP #1A.							
*ALL OF BLOCK 405, WEST CAMERON AREA, WEST ADDITION, AS SHOWN ON OCS OFFICIAL LEASING MAP, LOUISIANA MAP NO. 1A, 5000 ACRES MORE OR LESS. (4606018) C-16426, C-17671							
01	206783-000	08/01/1977					5,000.00
LESSOR(S): U.S.A.							
ASSIGNOR(S): GULF OIL CORPORATION							
ALL OF BLOCK 330, EAST CAMERON AREA, SOUTH ADDITION, OCS OFFICIAL LEASING MAP NO. 2A.							
*ALL BLOCK 330, EAST CAMERON AREA, SOUTH ADDITION, OCS OFFICIAL LEASING MAP NO. 2A, 5000 ACRES MORE OR LESS. (4606291) C-16426, C-17671							
01	206784-000	07/01/1977					5,000.00
LESSOR(S): U.S.A.							
ASSIGNOR(S): GULF OIL CORPORATION							
ALL OF BLOCK 260, VERMILION AREA, SOUTH ADDITION, OCS OFFICIAL LEASING MAP, LA. MAP NO. 3B.							
*ALL BLOCK 260, VERMILION AREA, SOUTH ADDITION, OCS OFFICIAL LEASING MAP, LOUISIANA MAP NO. 3B, 5000 ACRES MORE OR LESS. (4605986) C-16426, C-17671							

Without limiting the foregoing, it is the intent of Grantor and Grantees that this Deed also covers and includes any overriding royalty interest heretofore acquired by Grantor (or its predecessors-in-interest), or to which Grantor (or its predecessors-in-interest) may be entitled, under or pursuant to that certain assignment dated August 9, 1954 from Marine Instrument Company to San Jacinto Petroleum Corp., and that certain agreement dated January 1, 1955 between Marine Instrument Company and Gulf Research and Development Company.

EXHIBIT "B"
CONTRACTS

CONTRACT NO.	TITLE	DATE	PARTIES
C-18171	E-2 SAND RESERVOIR "A" UNIT AGREEMENT	08/06/73	CONOCO, CHEVRON USA AND MARINE PETROLEUM
C-18160	E-3 SD FAULT BLOCK F1 UNIT AGREEMENT	05/01/73	CONOCO, CHEVRON USA AND MARINE PETROLEUM
C-18161	E-7 SD FAULT BLOCK E UNIT AGREEMENT	05/01/73	CONOCO, CHEVRON USA AND MARINE PETROLEUM
C-18162	E-10 SD FAULT BLOCK E UNIT AGREEMENT	05/01/73	CONOCO, CHEVRON USA AND MARINE PETROLEUM
C-15487	TIDELANDS ROYALTY TRUST "B" AGREEMENT	06/01/54	CONOCO, CHEVRON USA AND MARINE PETROLEUM
C-16426	MARINE PETROLEUM TRUST	07/07/54	MARINE INSTRUMENT CO., L.C. PARSLEY ET AL. AND SAN JACINTO PETROLEUM (CONOCO)