

Consideration \$ 3,300.00

Upon Recordation, Return to:
Pure Resources, L.P.
500 West Illinois
Midland, Texas 79701
Attn: Land Department

Inst # 2001-08845

03/13/2001-08845
11:59 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

044 NEL 318.53

MINERAL AND ROYALTY DEED

INTERNATIONAL PAPER COMPANY,
INTERNATIONAL PAPER REALTY CORPORATION, IP FARMS, INC.,
IP PETROLEUM COMPANY, INC., IP TIMBERLANDS OPERATING COMPANY, LTD.,
GCO MINERALS COMPANY, THE LONG-BELL PETROLEUM COMPANY, INC.,
AMERICAN CENTRAL CORPORATION,
CHAMPION REALTY CORPORATION and SUSTAINABLE FORESTS L.L.C.

as Grantors,

SP FORESTS L.L.C.

as Additional Surface Owner

and

PURE RESOURCES, L.P.

as Grantee

TABLE OF CONTENTS

	<u>Page</u>
<u>ARTICLE I -- GRANTING AND HABENDUM</u>	1
<u>ARTICLE II -- USE RESTRICTIONS RELATING TO SURFACE TRACTS</u>	4
SECTION 2.01 SURFACE USE RESTRICTIONS	4
SECTION 2.02 SUPERSEDURE OF EXISTING USE RESTRICTIONS	4
<u>ARTICLE III -- NO WARRANTY AND DISCLAIMERS</u>	5
SECTION 3.01 NO WARRANTY OF TITLE.....	5
<u>ARTICLE IV -- MISCELLANEOUS</u>	6
SECTION 4.01 CONSTRUCTION	6
SECTION 4.02 NO THIRD PARTY BENEFICIARIES	6
SECTION 4.03 SUCCESSORS AND ASSIGNS	6
SECTION 4.04 GOVERNING LAW	6
SECTION 4.05 COUNTERPART EXECUTION	6
SECTION 4.06 SEPARATE DEED BY EACH GRANTOR.....	7
SECTION 4.07 RECORDING	7
SECTION 4.08 FURTHER COOPERATION	7
SECTION 4.09 COVENANT AGAINST UNREASONABLE INTERFERENCE	7
SECTION 4.10 DESCRIPTION OF SURFACE TRACTS AND NON-SURFACE TRACTS	7
SECTION 4.11 NEW YORK PROPERTIES	7
SECTION 4.12 LIMITED WARRANTY OF TITLE - ALABAMA PROPERTIES.....	7
SECTION 4.13 SPECIAL PROVISIONS REGARDING MINERAL INTERESTS IN THE STATE OF MICHIGAN	8
Exhibit A Tracts	
Exhibit B Subject Area	
Exhibit C Excepted Tracts	

MINERAL AND ROYALTY DEED

THIS MINERAL AND ROYALTY DEED (this "*Deed*"), effective as of October 1, 2000 (the "*Effective Time*"), is made by International Paper Company, a New York corporation, International Paper Realty Corporation, a Delaware corporation, IP Farms, Inc., a Delaware corporation, IP Petroleum Company, Inc., a Delaware corporation, IP Timberlands Operating Company, Ltd., a Texas limited partnership, GCO Minerals Company, a Texas corporation, The Long-Bell Petroleum Company, Inc., a Louisiana corporation, American Central Corporation, a Michigan corporation, Champion Realty Corporation, a Delaware corporation, and Sustainable Forests L.L.C., a Delaware limited liability company (each individually a "*Grantor*" and collectively "*Grantors*"), to Pure Resources, L.P., a Texas limited partnership ("*Grantee*"). Grantors and Grantee are herein sometimes individually called a "*Party*" and collectively called the "*Parties*." This Deed is also executed by SP Forests L.L.C., a Delaware limited liability company ("*Additional Surface Owner*"), for the limited purposes stated in Article II.

ARTICLE I Granting and Habendum

For ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby grant, bargain, sell, transfer, convey, set over, assign and deliver unto Grantee, its successors and assigns, effective for all purposes as of the Effective Time and subject to the matters set forth herein, the Assets as hereinafter defined. The term "*Assets*" shall mean the following:

(a) (i) the interest specified in Exhibit A (the "*Specified Mineral Interest*") in all oil, liquid hydrocarbons, gas, coal seam gas, coal bed methane (including specifically all coal seam gas and coal bed methane in and under and that may be produced from any tracts located inside the State of Alabama, whether contained within the coal seam or otherwise) and any and all other liquid or gaseous hydrocarbons, as well as their respective constituent products (including without limitation, condensate, casinghead gas, distillate and natural gas liquids), and any other minerals produced in association therewith (including, without limitation, elemental sulfur, helium, carbon dioxide and other non-hydrocarbon substances produced in association with any of the above-described items) (all such substances are defined for purposes of this Deed as "*Oil and Gas*") in and under those certain tracts of land described in Exhibit A (collectively, the "*Tracts*") and all additional interests of Grantors in the Oil and Gas in and under the Tracts, or any of them, and all executive rights and other rights whatsoever, including, without limitation, the right to convey or the right to execute leases, presently owned or held by Grantors or any of them with respect to the interests of any other parties in any or all of the Oil and Gas in and under any of the Tracts; and (ii) all of Grantors' royalty interests in Oil and Gas in and under the Tracts;

(b) all Oil and Gas in and under, and royalty interests in Oil and Gas, owned or claimed by any of Grantors as of January 29, 2001 (the "*PSA Execution Date*") in the area identified on Exhibit B (the "*Subject Area*"), irrespective of whether such rights or lands are

adjacent, adjoining, contiguous or in the vicinity of the lands particularly described in Exhibit A (Grantors' right, title and interest in and to the Oil and Gas and royalty interests described in parts (a) and (b) above in and under each Tract, subject to the reservation of the Excluded Assets as defined below, is called a "*Mineral Interest*" and in and under all such Tracts is collectively called the "*Mineral Interests*"). The term "Tracts" shall also include for purposes of this Deed all of the lands in the Subject Area in which Grantors own or claim Oil and Gas or Oil and Gas royalty interests as of the PSA Execution Date, to the same extent as if such lands had been described in Exhibit A; it being the intent hereby to convey all of Grantors' right, title and interest in and to all Oil and Gas and royalty interests in Oil and Gas, owned by or claimed by any of Grantors in and under the Subject Area in which they own or claim the ownership of any Mineral Interest or Mineral Interests therein as of the PSA Execution Date, subject in all cases to the reservation and retention by Grantors of the Excluded Assets;

(c) all rights with respect to any pooled, communitized or unitized acreage by virtue of any Mineral Interest being a part thereof, including all production of Oil and Gas from such pool or unit allocated to such Mineral Interest;

(d) (i) with respect to any Tract in which one or more of Grantors own all or part of the surface estate as of the date of execution of this Deed ("*Surface Tract*"), a non-exclusive easement upon such Surface Tract at all times for the purpose of conducting any exploration (including, without limitation, by means of seismic survey), development, storage, treatment, production or transportation activities in respect of Oil and Gas on such Surface Tract, including, without limitation, the right to: ingress and egress in, on and across such Surface Tract, drill water wells and utilize water produced therefrom on such Surface Tract; use roads now existing or hereinafter constructed on such Surface Tract; use sand and gravel for the purposes of constructing and maintaining roads and locations on such Surface Tract; construct and use drilling and producing locations, pipelines, gathering lines, facilities, treating, processing and storage facilities or plants and surface structures on such Surface Tract; and Grantors' rights (if any) to use the subsurface depths under such Surface Tract for the disposal of produced, brine, water and drilling fluids generated from such Surface Tract in such manner as may be required or permitted by applicable law, and (ii) Grantors' rights (if any) with respect to the use and occupation of the surface of and the subsurface depths under any Tract that is not a Surface Tract ("*Non-Surface Tract*");

(e) with respect to any Tract that as of the date of execution of this Deed has no existing right of access to a public road (either directly or through one or more other Tracts), a non-exclusive easement or right-of-way for ingress and egress across any other land owned as of the date of execution of this Deed or thereafter acquired by any Grantor that adjoins such Tract, but only to the extent necessary to give such Tract access, either directly or through one or more easements or rights-of-ways, to a public road and, in the case of after-acquired land, only if requested during Grantor's ownership of such after-acquired land (such other land being herein called the "*Adjoining Land*"); and

(f) all right, title and interest in, to or derived from contracts, agreements, Oil and Gas leases and other arrangements to the extent the same relate to the Mineral Interests (the "*Mineral Contracts*").

LESS AND EXCEPT, and Grantors hereby reserve and retain all of their right, title and interest in and to, the following (collectively, the "*Excluded Assets*"):

(1) (i) all industrial minerals, precious and semi-precious gems and minerals, lead, zinc, copper, coal, lignite, peat, sulfur (but excluding elemental sulfur, helium, carbon dioxide and other non-hydrocarbon substances produced in association with Oil and Gas) phosphate, iron ore, sodium, salt, uranium, thorium, and other fissionable materials, molybdenum, vanadium, titanium, rutile ilmenite, leucosene, zircon, monazite, gold, silver, bauxite, limestone, granite, saprolite, kaolin (and other forms of clay), sand, gravel, aggregate and other mined or quarried stone, bedrock and other rock materials, and geothermal energy (including entrained methane, hydrostatic pressure and thermal energy), (ii) all coal bed methane and coal seam gas in and under and that may be produced from Tracts located outside the State of Alabama, and (iii) all other substances and ore deposits of any kind or character, whether solid, liquid or gaseous, and without limitation by enumeration of the minerals and substances expressly mentioned above, presently owned by Grantors in, on or under any of the Tracts, other than Oil and Gas, ("*Excepted Minerals*") and all executive rights and other rights whatsoever, including, without limitation, the right to convey or the right to execute leases, presently owned or held by Grantors with respect to the interests of any other parties in any or all of the Excepted Minerals, in or under any of the Tracts, together with the rights of ingress and egress and use of the Tracts by Grantors and their mineral lessees to the extent reasonably necessary for exploring, drilling, mining, developing, producing, treating, storing, removing, transporting and owning all of the Excepted Minerals; provided, further, however, this reservation of mineral rights shall not prohibit or restrict Grantee from using "on-site" sand or gravel as provided in paragraph (d)(i);

(2) (A) if a well capable of producing Oil and Gas is located on a Tract, or on lands pooled or unitized therewith, the entire interest of the original lessee in any Oil and Gas lease covering all or part of such Tract as of the Effective Time, it being understood that any interests owned by any Grantors, or their affiliates as described in this clause (2) are being conveyed by IP Petroleum Company, Inc. and Southland Energy Company to Pure Partners, L.P. by a separate Assignment, Conveyance and Bill of Sale delivered pursuant to that certain Contribution Agreement by and between IP Petroleum Company, Inc., Southland Energy Company, Pure Partners, L.P., Pure Resources, L.P., Pure Resources I, Inc., PK I, L.P., PK II, L.P., PK III, L.P. and PK IV, L.P. (the "*Contribution Agreement*") and recorded in the countries and parishes where such interests are located and (B) the interests being conveyed by IP Petroleum Company, Inc. to Pure Resources, L.P., under that certain Assignment and Conveyance delivered pursuant to that certain Agreement for Purchase and Sale dated January 29, 2001 among Grantors and Grantee (the "*Purchase Agreement*") and recorded in the counties and parishes where such interests are located;

(3) all rights to occupy, use, develop and transfer the Surface Tracts except as provided in paragraph (d)(i) above;

(4) all rights and interests of Grantors in and to the properties described in Exhibit C (including all rights and interests in Oil and Gas and royalty interests in Oil and Gas owned or claimed by any of the Grantors) (the "*Excepted Tracts*");

(5) all rights to use the subsurface depths of any Surface Tract for the storage of Oil and Gas, other than in connection with operations to explore for, develop or produce Oil and Gas;

(6) any refund of costs, taxes or other expenses borne by Grantors or their predecessors in title attributable to the period prior to the Effective Time;

(7) any and all proceeds payable to any Grantors under the Mineral Contracts including, without limitation, proceeds from the settlement of contract disputes with lessees, purchasers or transporters of Oil and Gas or byproducts produced from the Mineral Interests, including, without limitation, settlement of take-or-pay disputes, insofar as said proceeds are attributable to periods of time prior to the Effective Time; and

(8) all rights against other parties under the Mineral Contracts or otherwise to (A) enforce the obligations of such parties and (B) recover damages therefrom, in either case, with respect to Environmental Defects (as defined in the Purchase Agreement) for which Grantors have retained liability under Section 12.01(e) of the Purchase Agreement.

TO HAVE AND TO HOLD the Assets, subject to any Oil and Gas lease covering all or part of any Mineral Interest as of the Effective Time, together with all and singular the rights, privileges, contracts and appurtenances, in any way appertaining or belonging thereto, unto Grantee and to its successors and assigns, forever, together with and subject to the matters set forth herein.

ARTICLE II

Use Restrictions Relating to Surface Tracts

Section 2.01 Surface Use Restrictions.

(a) Grantee, Grantors and Additional Surface Owner have separately entered into a Surface Use Restrictions Agreement dated as of the Effective Time (the "*Surface Use Agreement*") which sets forth certain restrictions on the use by Grantee, its successors and assigns, of the surface estate of the Surface Tracts and the Adjoining Land.

(b) Grantee, Grantors and Additional Surface Owner covenant and agree to provide a copy of the Surface Use Agreement to their respective lessees, mortgagees, grantees, successors and assigns. Any failure by a Party, its successors and assigns to fulfill this covenant or to comply with the provisions of the Surface Use Agreement may result in a claim for monetary damages by the other Party, its successors and assigns but shall not, in any event, affect the validity of this Deed or be a cause for rescission or forfeiture of this Deed.

Section 2.02 Supersedure of Existing Use Restrictions.

(a) By one or more deeds and conveyances dated effective March 14, 1985, and recorded in the real property records of the applicable counties and states in the Subject Area

(collectively, the "1985 Deeds"), International Paper Company ("IP") conveyed to IP Timberlands Operating Company, Ltd., a Texas limited partnership ("IPTO") the surface estate in certain of the Surface Tracts, subject to a reservation of the mineral estate in favor of IP, its successors and assigns. The 1985 Deeds restrict the use of the surface estate of such Surface Tracts by the owner of the mineral estate therein and provide for certain surface damage payments by the owner of the mineral estate all as more particularly set forth by the provisions of Exhibit C to the 1985 Deeds (collectively, "Existing Use Restrictions"). The Existing Use Restrictions bind and inure to the benefit of IP and IPTO and their respective successors and assigns. One or more of Grantors and Additional Surface Owner currently own the surface estate in such Surface Tracts. Except as otherwise stated in Section 2.02(b), Grantors, Additional Surface Owner and Grantee hereby agree that the Existing Use Restrictions shall be superseded and replaced in their entirety by the provisions of the Surface Use Agreement and shall have no further force or effect as of the Effective Time.

(b) Notwithstanding the provisions of Section 2.02(a), the Existing Use Restrictions shall continue in full force and effect with respect to the portion of any Surface Tract that is subject to any oil and gas lease or oil, gas and mineral lease currently in force and effect and in favor of a lessee that is not an affiliate of IP for the remaining term of such oil and gas lease or oil, gas and mineral lease. Upon the expiration or termination of each such oil and gas lease, or oil, gas and mineral lease, the Existing Use Restrictions shall be superseded and replaced in their entirety by the provisions of the Surface Use Agreement and shall have no further force or effect as to the lands covered by such expired or terminated oil and gas lease, or oil, gas and mineral lease.

ARTICLE III

No Warranty and Disclaimers

Section 3.01 No Warranty of Title. This Deed is made without warranty of title of any kind whatsoever, express, implied or statutory, and without recourse, even as to the return of the purchase price or other consideration, but with full substitution and subrogation of Grantee, and all persons claiming by, through and under Grantee, to the extent assignable, in and to all covenants and warranties by Grantors' predecessors in title and with full subrogation of all rights accruing under the statutes of limitation or prescription under the laws of various states in which each Mineral Interest is located. Any covenants or warranties implied by statute or law by the use of the word "grant," "transfer" or "convey" or other similar words in this Deed are hereby expressly restrained, disclaimed, waived and negated. It is the intent of Grantors to convey particular rights in land itself as specifically described in this Deed and not just a chance of title. Consequently, this instrument is a conveyance without warranties, as provided herein, and not a quitclaim.

ARTICLE IV

Miscellaneous

Section 4.01 Construction. The captions in this Deed are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Deed. Grantors and Grantee acknowledge that they have participated jointly in the negotiation and drafting of this Deed and as such they agree that if an ambiguity or question of intent or interpretation arises hereunder, this Deed shall not be construed more strictly against one party than another on the grounds of authorship.

Section 4.02 No Third Party Beneficiaries. Nothing in this Deed shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties hereto that this Deed shall otherwise not be construed as a third party beneficiary contract.

Section 4.03 Successors and Assigns. The rights and interests of any party to this Deed may be sold or assigned in whole or in part, and the provisions hereof shall extend to the respective heirs, executors, administrators, successors and assigns of the parties hereto. No change or division in ownership of the Tracts or Mineral Interests however accomplished shall operate to enlarge the obligations or diminish the rights of Grantee, nor shall any such change or division be effective for any purpose until the person acquiring any interest has furnished Grantee with the instrument or instruments, or certified copies thereof, constituting the change of title from Grantors. Notwithstanding the foregoing, if Grantee elects to sell or assign any part or all of Grantee's rights and interests hereunder, Grantee and its assignees shall remain liable and responsible to Grantors (unless released in writing by Grantors) for all surface and subsurface damages that may be caused to the Tracts in connection with the ownership or operation of the Mineral Interests as provided under this Deed and the Surface Use Agreement, both before and after the effective date of any such assignment, and shall remain bound by all of the terms, conditions and covenants, both express and implied, of the Surface Use Agreement. Grantee shall comply and cause any successor or assignee to comply with all valid laws affecting the Tracts and all operations thereon.

Section 4.04 Governing Law. This Deed, other documents delivered pursuant hereto and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the principles of conflicts of laws, except to the extent that it is mandatory that the law of some other jurisdiction, wherein the Mineral Interests are located, shall apply.

Section 4.05 Counterpart Execution. This Deed may be executed in any number of counterparts, and each counterpart hereof shall be effective as to each party that executes the same whether or not all of such parties execute the same or any counterpart. If counterparts of this Deed are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Deed, but each counterpart shall be considered an original.

Section 4.06 Separate Deed by Each Grantor. The parties hereto acknowledge and agree that the Assets are not owned by Grantors in the same proportion as to each and every component thereof and that one or more of Grantors may own no interest in one or more of the Assets. Nevertheless, for convenience this Deed has been prepared for execution by all Grantors and by executing this Deed it is the intention of each such party to transfer, assign and convey only such party's right, title and interest, if any, in and to the Assets. Grantors and Grantee further acknowledge that this is a mineral deed and as such is intended to transfer the mineral and royalty estates as described in Article I.

Section 4.07 Recording. To facilitate the recording or filing of this Deed, the counterpart to be recorded in a given county may contain only that portion of the Exhibits that describes Assets located in that county. In addition to filing this Deed, the parties hereto shall execute and file with the appropriate authorities, whether federal, state or local, all forms or instruments required by applicable law to effectuate the conveyance contemplated hereby. Said instruments shall be deemed to contain all of the exceptions, reservations, rights, titles and privileges set forth herein as fully as though the same were set forth in each such instrument. The interests conveyed by such separate deeds are the same, and not in addition to the Assets conveyed herein.

Section 4.08 Further Cooperation. After the Effective Time, Grantors agree to execute and deliver, or cause to be executed and delivered, from time to time and without additional consideration, such further deeds, conveyances, assignments or other instruments of conveyance as may be necessary to evidence the transfer of the Assets to Grantee in the manner contemplated by this Deed.

Section 4.09 Covenant Against Unreasonable Interference. Grantors (as owners of the Excepted Minerals) and Additional Surface Owner and Grantee (as owner of the Mineral Interests) each shall conduct their respective mineral operations on the Tracts with reasonable regard for the rights of the other so as not to unreasonably interfere with the mineral operations or activities of the other.

Section 4.10 Description of Surface Tracts and Non-Surface Tracts. Each Tract listed on Exhibit A which is a Surface Tract is described in Exhibit A by identifying the number (greater than zero) of net and/or gross surface acres of such Surface Tract that may be owned by one or more Grantors in such Surface Tract. Nothing in such description in Exhibit A shall negate or otherwise affect the reservation by Grantors of surface rights in the Surface Tracts as set forth in this Deed. Grantors disclaim and negate any warranty as to the acreage descriptions set forth in Exhibit A.

Section 4.11 New York Properties. International Paper Company is the only Grantor owning Mineral Interests located in the State of New York. The conveyance made by International Paper Company by this Deed is made with the unanimous consent of the Board of Directors of International Paper Company and does not constitute a transfer of all or substantially all of the assets of International Paper Company.

Section 4.12 Limited Warranty of Title - Alabama Properties. The following provisions shall apply only to Assets located in Alabama. Notwithstanding anything in Section

3.01 to the contrary, except as to Grantor's covenant ("*Grantor's Implied Covenant Against Certain Incumbrances*") that the Assets located in Alabama are free from incumbrances done or suffered by Grantor as created by Section 35-4-271 of the Code of Alabama (1975) by virtue of the use in this Deed of the word "grant" "bargain" or "sale" and subject to those permitted exceptions set forth below, this Deed and the grants made herein are made without warranty of title of any kind whatsoever, express, implied or statutory, and without recourse, even as to the return of the purchase price or other consideration, but with full substitution and subrogation of Grantee, and all persons claiming by, through and under Grantee, to the extent assignable, in and to all covenants and warranties by Grantor's predecessors in title and with full subrogation of all rights accruing under the statutes of limitation or prescription under the laws of Alabama. Except as to Grantor's Implied Covenant Against Certain Incumbrances, all covenants or warranties implied by statute or law by the use of the word "grant," "transfer" or "convey" or other similar words in this Deed are hereby expressly restrained, disclaimed, waived and negated. It is the intent of Grantor to convey particular rights in land itself as specifically described in this Deed and not just a chance of title. Consequently, except as to Grantor's Implied Covenant Against Certain Incumbrances, this instrument is a conveyance without warranties, as provided herein, and not a quitclaim. Grantor's Implied Covenant Against Certain Incumbrances is expressly subject to the following permitted exceptions: (i) all liens for ad valorem taxes hereafter falling due; (ii) all liens for unpaid mineral documentary taxes; (iii) all oil, gas, and other minerals as may have been previously reserved by or conveyed to others; (iv) all titles, claims, rights, security interests, mortgages, and/or liens held by or claims asserted by any person or entity in and to, encumbering, and/or affecting the Assets by virtue of recorded or unrecorded deeds, leases, agreements, mortgages, operating agreements, adverse possession, and/or any other claim of right; (v) all rights of the State of Alabama and/or the United States of America in and to any navigable waterways situated in, on, upon, and/or under the Assets; and/or (vi) boundary line disputes, overlaps, encroachments and any other similar matters to the extent not of record.

Section 4.13 Special Provisions Regarding Mineral Interests in the State of Michigan. Grantee represents that it is exempt from state property transfer taxes and county transfer taxes for the Mineral Interests located in the State of Michigan pursuant to Michigan Statutes Annotated §7.456(5), §7.456(26) and §207.526.

IN WITNESS WHEREOF, this instrument is executed by the parties on the date of their respective acknowledgments below, but shall be effective for all purposes as of the Effective Time.

GRANTORS:

INTERNATIONAL PAPER COMPANY,
INTERNATIONAL PAPER REALTY CORPORATION,
IP FARMS, INC., IP PETROLEUM COMPANY, INC.,
IP TIMBERLANDS OPERATING COMPANY, LTD.,
GCO MINERALS COMPANY, THE LONG-BELL
PETROLEUM COMPANY, INC., AMERICAN
CENTRAL CORPORATION, CHAMPION REALTY
CORPORATION and SUSTAINABLE FORESTS L.L.C.

Witnesses:

Barbara J. Pates
Julene C. Hest

By:

Stephen M. Guidry
Stephen M. Guidry, Agent and Attorney-in-Fact

ADDITIONAL SURFACE OWNER:

SP FORESTS L.L.C.

Witnesses:

Barbara J. Pates
Julene C. Hest

By:

Stephen M. Guidry
Stephen M. Guidry, Agent and Attorney-in-Fact

GRANTEE:

Witnesses:

Barbara J. Pates
Julene C. Hest

By:

Dan P. Colwell
Dan P. Colwell, Vice President

Address of Grantors and Additional Surface Owner:

c/o International Paper Company
6600 LBJ Freeway, Suite 200
Dallas, Texas 75240
Attention: Legal Department

Address of Grantee:

Pure Resources, L.P.
500 West Illinois
Midland, Texas 79701
Attention: Land Department

STATE OF TEXAS

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COUNTY OF HARRIS

BE IT REMEMBERED, THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for Harris County, Texas, and being authorized in such county and state to take acknowledgments, hereby certify that, on this 1/30/01 day of January, 2001, there personally appeared before me Stephen M. Guidry, agent and attorney in fact of International Paper Company, a New York corporation, International Paper Realty Corporation, a Delaware corporation, IP Farms, Inc., a Delaware corporation, IP Petroleum Company, Inc., a Delaware corporation, GCO Minerals Company, a Texas corporation, The Long-Bell Petroleum Company, Inc., a Louisiana corporation, American Central Corporation, a Michigan corporation, Champion Realty Corporation, a Delaware corporation, IP Timberlands Operating Company, Ltd., a Texas limited partnership, and Sustainable Forests L.L.C., a Delaware limited liability company, and SP Forests L.L.C., a Delaware limited liability company, known to me to be such agent and attorney in fact of such corporations, limited partnership and limited liability companies being parties to the foregoing instrument, and I hereby further certify as follows:

FLORIDA,
MICHIGAN,
OKLAHOMA and
TEXAS

This instrument was acknowledged before me on this day, by Stephen M. Guidry, agent and attorney in fact of each of the above named corporations, limited partnership and limited liability companies, on behalf of each of said corporations, limited partnership and limited liability companies.

ALABAMA

I, the undersigned notary in and for the said county and state, hereby certify that Stephen M. Guidry, whose name as the agent and attorney in fact of each of the above named corporations, limited partnership and limited liability companies, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such agent and attorney in fact and with full authority, executed the same voluntarily for and as the act of each of said corporations, limited partnership and limited liability companies.

MISSISSIPPI

Personally appeared before me, the undersigned authority in and for the said county and state, on this day, within my jurisdiction, the within named Stephen M. Guidry, who acknowledged that he is the agent and attorney in fact of each of the above named corporations, limited partnership and limited liability companies, and that for and on behalf of each such entity, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by the entity so to do.

NEW YORK

City of: Houston
County of: Harris
State of: Texas

On this day, before me, the undersigned, personally appeared Stephen M. Guidry, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacities, that that by his signature on the instrument, the individual, or the entity on behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned.

ARKANSAS

On this day before me, the undersigned notary, personally appeared Stephen M. Guidry who acknowledged himself to be the agent and attorney in fact of each of the above named corporations, limited partnership and limited liability companies, and that he, as such agent and attorney in fact, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of each of the corporations, limited partnership and limited liability companies by him as attorney in fact.

PENNSYLVANIA

On this day, before me, the undersigned officer, personally appeared Stephen M. Guidry, of Houston, Texas, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Houston, Harris County, Texas, on the day and year first above written.



Stephanie Kaczinski

Notary Public in and for
the State of Texas

STATE OF TEXAS

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§
§

COUNTY OF HARRIS

BE IT REMEMBERED, THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for Harris County, Texas, and being authorized in such county and state to take acknowledgments, hereby certify that, on this 1/30/01 day of January, 2001, there personally appeared before me Dan P. Colwell, Vice President of Pure Resources I, Inc., a Delaware corporation, General Partner of Pure Resources, L.P., a Texas limited partnership, known to me to be such officer, such corporation acting as general partner of such limited partnership being a party to the foregoing instrument, and I hereby further certify as follows:

FLORIDA,
MICHIGAN,
OKLAHOMA and
TEXAS

This instrument was acknowledged before me on this day, by Dan P. Colwell, Vice President of Pure Resources I, Inc., General Partner of Pure Resources, L.P., on behalf of said limited partnership.

ALABAMA

I, the undersigned notary in and for the said county and state, hereby certify that Dan P. Colwell, whose name as the Vice President of the above named corporation, as general partner of the above named limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Vice President and with full authority, executed the same voluntarily for and as the act of said corporation as general partner of said limited partnership.

MISSISSIPPI

Personally appeared before me, the undersigned authority in and for the above named county and state, on this day, within my jurisdiction, the within named Dan P. Colwell, who acknowledged that he is the Vice President of the above named corporation as general partner of the above named limited partnership, and that for and on behalf of such corporation as general partner of said limited partnership, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by the corporation as general partner of said limited partnership so to do.

NEW YORK

City of: Houston
County of: Harris
State of: Texas

On this day, before me, the undersigned, personally appeared Dan P. Colwell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that that by his signature on the instrument, the individual, or the entity on behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned.

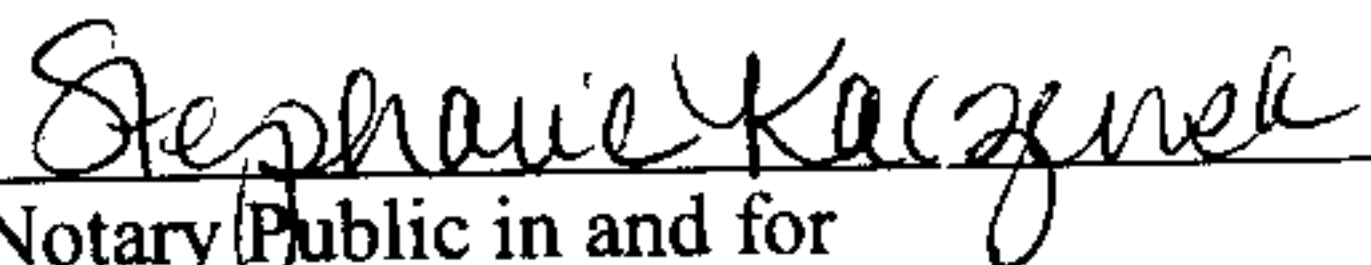
ARKANSAS

On this day before me, the undersigned notary, personally appeared Dan P. Colwell who acknowledged himself to be the Vice President of the above named corporation, as general partner of the above named limited partnership and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation, as general partner of the above named limited partnership by him as Vice President.

PENNSYLVANIA

On this day, before me, the undersigned officer, personally appeared Dan P. Colwell, of Houston, Texas, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Houston, Harris County, Texas, on the day and year first above written.


Notary Public in and for
the State of Texas

This document was prepared by:

Ben H. Powell III
Vinson & Elkins, L.L.P.
1001 Fannin, Suite 2300
Houston, Texas 77002-6760



EXHIBIT A

PREAMBLE

This Exhibit sets forth the state, county, acreage and description for the Mineral Interests. If the instrument to which this Preamble is attached uses the term "Specified Mineral Interest," the term "Specified Mineral Interest" means a fraction, the numerator of which equals the net mineral acres listed in Exhibit A and the denominator of which equals the gross mineral acres listed in Exhibit A. Exhibit A may be presented in more than one format.

1. If any portion of Exhibit A contains the heading "Gross Mineral ACS" in the third column on a page, then the following will apply to such portion:

STATE: This column sets forth the abbreviation of the state in which the Mineral Interest is located. If no state is listed on a page, then the instruments described on such page relate to the last preceding state referenced on a preceding page.

COUNTY: This column sets forth the county in which the Mineral Interest is located. If no county is listed on a page, then the instruments described on such page relate to the last preceding county referenced on a preceding page.

GROSS MINERAL ACS: This column sets forth the aggregate gross number of mineral acres for the Tracts described with respect to such entry.

NET MINERAL ACS: This column sets forth the aggregate net number of mineral acres for the Tracts described with respect to such entry.

TOWNSHIP: This column sets forth the township in which the Mineral Interest is located.

RANGE: This column sets forth the range in which the Mineral Interest is located.

SECTION: This column sets forth the section in which the Mineral Interest is located.

GROSS SURFACE ACRES: If the number set forth in this column is greater than zero, then the Tract described is a Surface Tract.

DESCRIPTION: This column sets forth a description of the Tracts covered by the Mineral Interest.

2. If any portion of Exhibit A contains a heading "GROSS MINERAL ACRES" in the third column on a page, then the following will apply to such portion:

STATE: This column sets forth the abbreviation of the state in which the Mineral Interest is located. If no state is listed on a page, then the instruments described on such page relate to the last preceding state referenced on a preceding page.

COUNTY: This column sets forth the county in which the Mineral Interest is located. If no county is listed on a page, then the instruments described on such page relate to the last preceding county referenced on a preceding page.

GROSS MINERAL ACRES: This column sets forth the aggregate gross number of mineral acres for the Tracts described with respect to such entry.

NET MINERAL ACRES: This column sets forth the aggregate net number of mineral acres for the Tracts described with respect to such entry.

ABSTRACT/TS: This column sets forth the abstract number or township in which the Mineral Interest is located.

SURVEY NAME/R: This column sets forth the survey name or range in which the Mineral Interest is located.

S: This column sets forth the section in which the Mineral Interest is located.

GROSS SURFACE ACRES: If the number set forth in this column is greater than zero, then the Tract described is a Surface Tract.

DESCRIPTION: This column sets forth a description of the Tracts covered by the Mineral Interest.

3. If any portion of the Exhibit A contains the heading "PROPERTY NUMBER" in the third column on a page, then the following will apply to such portion:

STATE: This column sets forth the abbreviation of the state in which the Mineral Interest is located. The abbreviation "ORI" means Florida. If no state is listed on a page, then the instruments described on such page relate to the last preceding state referenced on a preceding page.

COUNTY: This column sets forth the first five letters of the county name and the entire name of the county in which the Mineral Interest is located. If no county is listed on a page, then the instruments described on such page relate to the last preceding county referenced on a preceding page.

PROPERTY NUMBER: The information appearing in this column is an internal reference number only and is not relevant to the description of the Tracts covered by the Mineral Interest.

DESCRIPTION: This column sets forth a description of the Tracts covered by the Mineral Interest.

TOWNSHIP: This column sets forth the township in which the Mineral Interest is located.

RANGE: This column sets forth the range in which the Mineral Interest is located.

SECTION: This column sets forth the section in which the Mineral Interest is located.

GRS SUR: If the number set forth in this column is greater than zero, then the Tract described is a Surface Tract

NET SUR: If the number set forth in this column is greater than zero, then the Tract described is a Surface Tract

GRS MIN: This column sets forth the aggregate gross number of mineral acres for the Tracts described with respect to such entry.

NET MIN: This column sets forth the aggregate net number of mineral acres for the Tracts described with respect to such entry.

4. If any portion of Exhibit A contains a heading "Prior Deed Recording Vol/Pg" in the third column on a page, then the following will apply to such portion:

State/or St: This column sets forth the abbreviation of the state in which the Mineral Interest is located. If no state is listed on a page, then the instruments described on such page relate to the last preceding state referenced on a preceding page.

County: This column sets forth the county in which the Mineral Interest is located. If no county is listed on a page, then the instruments described on such page relate to the last preceding county referenced on a preceding page.

Prior Deed Recording Vol/Pg: This column may set forth the book and page and/or other recording reference of an instrument that describes all or a portion of the Tract pertaining to such entry.

Gross Mineral Acres or Gross Mineral acs: This column sets forth the aggregate gross number of mineral acres for the Tracts described with respect to such entry.

Net Mineral Acres or Net Mineral acs: This column sets forth the aggregate net number of mineral acres for the Tracts described with respect to such entry.

Abstract/Tnshp or Township: This column sets forth the abstract number or township in which the Mineral Interest is located.

Survey Name/Range or Range: This column sets forth the survey name or range in which the Mineral Interest is located.

Section: This column sets forth the section in which the Mineral Interest is located.

Gross Surface Acres: If the number set forth in this column is greater than zero, then the Tract described is a Surface Tract

Description: This column sets forth a description of the Tracts covered by the Mineral Interest.

5. If any portion of Exhibit A contains the heading "PROPERTY NUMBER" in the first column on a page, then the following will apply to such portion:

STATE/COUNTY: The upper left portion of the page sets forth the state and county or parish where the Mineral Interest(s) identified on such page is located. The state identification sets forth an abbreviation for the state together with the entire state name. The county identification sets forth the first five letters of the county name (unless such county name contains less than five letters, in which case, the entire county name is set forth) and the entire name of the county. If no state is listed on a page, then the instruments described on such page relate to the last preceding state referenced on a preceding page. If no county is listed on a page, then the instruments described on such page relate to the last preceding county referenced on a preceding page.

PROPERTY NUMBER: The information appearing in this column is an internal reference number only and is not relevant to the description of the Tracts covered by the Mineral Interest.

DESCRIPTION: This column sets forth a description of the Tracts covered by the Mineral Interest.

PRIOR DEED RECORDING: This column may set forth the recording reference, by book and page, of an instrument that describes all or a portion of the Tract pertaining to such entry.

GRS MIN: The number set next to this heading sets for the aggregate gross number of mineral acres for the Tracts described with respect to such entry.

NET MIN: The number set next to this heading sets forth the aggregate net number of mineral acres for the Tracts described with respect to such entry.

GRS SUR: If the number set forth in this column is greater than zero, then the Tract described is a Surface Tract

NET SUR: If the number set forth in this column is greater than zero, then the Tract described is a Surface Tract

6. Capitalized terms used in this Preamble and not otherwise defined herein shall have the meanings ascribed to them in the instrument to which this is attached.

7. Exhibit A may contain statements regarding total acres (gross mineral, net mineral, gross surface and net surface acres) for each county, parish and/or state. Exhibit A may also contain statements regarding total acres (gross mineral, net mineral, gross surface and net surface acres) for each Grantor and/or Grantor's predecessor in interest for each county, parish and/or state. The above-described statements are an internal reference only and is not relevant to the description of the Mineral Interests.

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EXHIBIT "A" - TRACTS

St	County	Prior Deed Recording Vol/PG	Gross Mineral Acres	Net Mineral Acres	Abstrac t/Tnshp	Survey Name/Range	Section	Gross Surface Acres	Description
AL	SHELBY	244/727	40.00	a	20S	4W	27	0.00	SW4 SW4
			160.00	a	21S	4W	6	0.00	NE4
			50.00	a	21S	4W	25	0.00	SE DIAGONAL HALF E2 SW4 NW4; SE4 NW4
			25.00	a	21S	4W	26	0.00	EAST 25 ACRES OF SW4 SE4; SE4 SE4
			120.00		18S	2E	20	0.00	W2 SW4; SE4 NW4
AL	SHELBY	251/648	150.00	120.00	18S	2E	19	0.00	SW4 SE4 NE4; ALL OF SE4 LYING EAST OF PUMPKIN SWAMP ROAD, EXCEPT THE S2 SE4 SW4, AND EXCEPT S2 SW4 SE4, AND EXCEPT NE4 SE4, AND EXCEPT SE4 SE4 (90 ACRES)
			75.18	75.18	18S	2E	30	0.00	ALL THE NE4, EXCEPT A ONE (10 ACRE TRACT DESCRIBED IN DB 31, PAGE 474
			160.00	160.00	18S	2E	29	0.00	E2 SW4, EXCEPT A CERTAIN 4.82 ACRES TRACT CONVEYED TO THE CENTRAL OF GA RAILWAY CO. IN DB 77, PAGE 419; SW4 SE4, EXCEPT 0.69 ACRE TRACT CONVEYED TO CENTRAL OF GA RAILWAY CO. IN DB 77, PAGE 419.
			160.00	160.00	20S	1E	31	0.00	NW4
			40.00	40.00	21S	1E	19	0.00	E2 W2
			80.00	80.00	20S	1W	25	0.00	NE4 NW4
			40.00	40.00	21S	1W	31	0.00	W2 NE4
			80.00	80.00	21S	1W	29	0.00	NW4 NW4
			160.00	160.00	20S	1W	16	0.00	N2 NE4; E2 NW4
			10.00	10.00	18S	2E	19	0.00	SE4 SE4 SE4
AL	SHELBY	252/472	25.00	25.00	18S	2E	30	0.00	THAT PART OF NE4 SE4 LYING NORTH OF GLOVER'S FERRY ROAD
CHAMPION SUB			1,375.18	1,100.18				0.00	
TOTAL ACRES									
SHELBY									
COUNTY									

EXHIBIT "A" -TRACTS

State	County	Prior Deed Recording Vol/Pg	Gross Mineral acs	Net Mineral acs	Township	Range	Section	Gross Surface Acres	Description
SHELBY COUNTY									
Al.	Shelby	330/390	b	b	21S	1W	13	b	NW/4; N/2 of SW/4; SW/4 of SW/4; W/2 of NE/4
					21S	1W	14		NE/4; NE/4 of NW/4; W/2 of SW/4 of SW/4
					21S	1W	15		W/2; W/2 of E/2; NE/4 of NE/4; SE/4 of SE/4
					21S	1W	16		S/2; S/2 of NW/4; S/2 of NE/4; All of N/2 of NE/4
UNION									
CAMP SUB									
TOTAL									
ACRES									
SHELBY									
COUNTY									
SHELBY									
COUNTY									
TOTAL									
			1,375.18	1,100.18				0.00	

EXHIBIT "B"

STATE	COUNTY/PARISH
ALABAMA	Autauga, Baldwin, Barbour, Bibb, Blount, Bullock, Butler, Calhoun, Chambers, Cherokee, Chilton, Choctaw, Clarke, Clay, Cleburne, Coffee, Colbert, Conecuh, Coosa, Covington, Crenshaw, Cullman, Dale, Dallas, De Kalb, Elmore, Escambia, Etowah, Fayette, Franklin, Geneva, Greene, Hale, Henry, Houston, Jackson, Jefferson, Lamar, Lauderdale, Lawrence, Lee, Limestone, Lowndes, Macon, Madison, Marengo, Marion, Marshall, Mobile, Monroe, Montgomery, Morgan, Perry, Pickens, Pike, Randolph, Russell, St. Clair, Shelby, Sumter, Talladega, Tallapoosa, Tuscaloosa, Walker, Washington, Wilcox, Winston

EXHIBIT C

1. All lands described in the Mineral Deed dated October 11, 1979, from Bodcaw Company, as "Grantor" to Placid Oil Company, as "Grantee", recorded in the various Parishes of the State of Louisiana, as shown below:

<u>PARISH/LA</u>	<u>BOOK/VOLUME</u>	<u>PAGE</u>	<u>INSTRUMENT REGISTRY NO.</u>
			279639
Allen	230		Y-8931
Bienville	419		333456
Bossier	645		811563
Caddo		563	144029
Caldwell	37		168675
Catahoula	118		292682
Claiborne	477	979	419722
DeSoto			366816
Evangeline	C-69	815	84741
Grant	224	800	250833
Jackson	174	620	109172
LaSalle	106		D-23453
Lincoln	260	71	157259
Natchitoches	356	496	801328
Ouchita	1176		711405
Rapides			142345
Red River	176		247009
Sabine			637549
St. Landry	380	328	373114
Vernon			282636
Webster	526		110751
Winn	143	613	

2. All of the lands located in the Port Hudson Field set out on Page 6 in Exhibit "A" to that certain Conveyance and Assignment of Mineral, Term Mineral and Royalty Interests, dated effective December 31, 1993; recorded at 531, 10461, Clerk of Court, recorded in East Baton Rouge, Louisiana.
3. With respect to the South Fort Stockton Prospect, Pecos County, Texas, (IPP's prospect number TX 1950), all leases and amendments to said leases, including but not limited to those leases set on page 2 of 10 hereof.
4. Leases expiring pursuant to their own terms after the Effective Time, but prior to February 1, 2001; as set out on pages 3 through 10 hereof.
5. Subject to the provisions of section 4.08, any Leased Property or associated Contract that is subject to an agreement containing a restriction on assignability (in the form of a consent) listed on pages 11 through 20.
6. That certain well known as the IP Petroleum Company, Inc; VUA;S.L. 16023 No. 1, located in Sabine Pass Block 3, Offshore, Cameron Parish, Louisiana.
7. Proposed settlement or any future settlement relating to litigation styled Taslog et al, v Exxon et al, including revenues attributable to production to which Sellers were entitled prior to the Effective Time.

1950 SOUTH FORT STOCKTON AREA

LEASE LISTING

LEASE NUMBER....	LEASE NAME.....	ST COUNTY/PARISH	EFF DATE	EXP DATE	STAT	REC	BOOK	PAGE
195000	SOUTH FORT STOCKTON AREA	TX PECOS	04/13/98	10/13/00	NP		720	647
19500001A	FINA OIL & CHEMICAL COMPANY	TX PECOS	11/07/95	05/07/03	NP		697	220
19500001B	AMON G CARTER TRUST	TX PECOS	08/16/98	08/16/00	X		694	68
19500001C	FINA OIL & CHEMICAL COMPANY	TX PECOS	08/28/95	08/28/99	X		694	555
19500001D	MOBIL PRODUCING TX & NM INC	TX PECOS	09/23/95	09/23/02	NP		707	223
19500001E	MOLLY M SMITHFIELD TR ET AL	TX PECOS	11/07/95	05/07/04	NP		696	29
19500001F	NENETTA BROWN CARTER TR AGENCY	TX PECOS	11/07/95	05/07/04	NP		696	269
19500001G	AMON G CARTER FOUNDATION	TX PECOS	11/07/95	05/07/04	NP		696	21
19500001H	RUTH CARTER STEVENSON	TX PECOS	09/23/95	09/23/02	NP		707	221
19500001I	MOLLY M SMITHFIELD TR ET AL	TX PECOS	08/24/95	08/24/98	X		695	293
19500001J	HARRY F HARTMAN ESTATE	TX PECOS	11/07/95	05/07/04	NP		696	280
19500001K	RUTH CARTER STEVENSON	TX PECOS	11/07/95	05/07/03	NP		696	273
19500001L	AMON G CARTER III TRUST	TX PECOS	09/23/95	09/23/03	NP		707	227
19500001M	MARY WINFIELD MCCOMB ET AL	TX PECOS	11/07/95	05/07/04	NP		696	25
19500001N	AMON G CARTER FOUNDATION	TX PECOS	11/07/95	05/07/04	NP		696	342
19500001O	NENETTA BROWN CARTER TR AGENCY	TX PECOS	09/23/95	12/31/00	NP		707	211
19500001P	MOLLY M SMITHFIELD TRUST ET AL	TX PECOS	09/23/95	09/23/02	NP		707	225
19500001Q	MARY WINFIELD MCCOMB ET AL	TX PECOS	09/23/95	09/23/00	NP		707	217
19500002	MARY WINFIELD MCCOMB ET AL	TX PECOS	09/23/95	09/23/00	X		707	213
19500003	MOLLY M SMITHFIELD TRUST ET AL	TX PECOS	09/23/95	09/23/00	NP		707	219
19500004	MOLLY M SMITHFIELD TRUST ET AL	TX PECOS	09/23/95	09/23/00	NP		707	215
19500005	MOLLY M SMITHFIELD TRUST ET AL	TX PECOS						
195001	SOUTH FORT STOCKTON	TX PECOS						

23 records listed

OP

LIST LM PROSPECT30 LEASE.NAME40 LEASE.DATED RECORDED.BOOK RECORDED.PAGE RECORDED.FILE WITH LEASE.EXPIRATION GE '10/01/2000' AND LEAS
E.EXPIRATION LE '01/31/2001' BY STATE BY COUNTY BY PROSPECT BY LEASE.DATED LPTR 13:59:32 Jan 03 2001 1

LEASE MASTER...	PROSPECT.....	LEASE NAME.....	LEASE DATED...	REC BOOK	PAGE	FILE ENTRY..
54*21370001	SOUTH BELL CITY	PRESTON ST ROMAIN JR ET AL	03/13/03			
54*21230015A	WHITE CASTLE	HERMAN COLBERT ET AL	10/30/97	502	3	
54*21230006D	WHITE CASTLE	OLIVIA SPENCER LEE	11/04/97	504	37	
54*21230006E	WHITE CASTLE	SENIOUSE WILLIAMS	11/04/97	504	251	
54*21230006A	WHITE CASTLE	WILLIE EDWARDS JR ET AL	12/20/97	505	39	
54*21230006B	WHITE CASTLE	ALPHONSE WILLIAMS SR	12/20/97	504	38	
54*21230006C	WHITE CASTLE	ROOSEVELT SPENCER ET AL	12/20/97	504	40	
54*20630023	WEST JUDICE	GLEN A CLARK	12/18/97			98016818
54*20630024	WEST JUDICE	PRESTON J VINCENT ET UX	12/18/97			98016819
54*20630025	WEST JUDICE	ROBERT L HERNANDEZ	12/18/97			98016820
54*20630030	WEST JUDICE	HUEY J F CLARK ET AL	12/24/97			98016825
54*20630031	WEST JUDICE	JIMMY P HERNANDEZ ET UX	12/29/97			98016826
54*20630032	WEST JUDICE	KENNETH J HERNANDEZ ET UX	12/29/97			98016827
54*20630033	WEST JUDICE	ROBERT L HERNANDEZ ET AL	12/30/97			98016828
54*20630034	WEST JUDICE	GERALD L THOMAS SR ET UX	01/13/98			98016829
54*20630035	WEST JUDICE	GASTON HACKNEY JR ET UX	01/13/98			98016830
54*20630036	WEST JUDICE	WEDESS GUIDROZ ET UX	01/13/98			98016831
54*20630037A	WEST JUDICE	CLARENCE A DUCHARME	01/15/98			98016832
54*20630038	WEST JUDICE	DOYCE LAGNEAUX ET UX	01/19/98			98016836
54*20630039	WEST JUDICE	BILLY G MATTHEWS JR ET UX	01/21/98			98016837
54*20630040	WEST JUDICE	TIMER MARIE LEGER NEWMAN	01/22/98			98016838
54*20630041	WEST JUDICE	DAMON W WOOTEN	01/23/98			98016839
54*19100047	SW LELEUX	SHIRLEY THIBODEAUX ET AL	10/31/97			9501752
54*19340110	WEST JEFFERSON ISLAND	GIRLINE G OSCHMANN ET AL	10/11/95			9512448
54*21310061	FRYEBURG	GEOFFREY SCOTT DEWERFF ET UX	10/11/99	898	792	432673
54*21310063	FRYEBURG	DELBERT C GRIGSBY	10/18/99	899	679	433177
54*21310064	FRYEBURG	GERALD L HAY JR ET UX	10/18/99	898	785	432671
54*21310065	FRYEBURG	WILLIAM R BROWN	10/22/99			433176
54*21310004B	FRYEBURG	ORIAN WALTER COLLINSWORTH	11/01/99	901	482	434042
54*21310004C	FRYEBURG	JANNA HANCOCK TIPTON	11/01/99	901	480	434041
54*21310004D	FRYEBURG	GEORGE NEWTON HILLIER	11/01/99	899	681	433178
54*21310004E	FRYEBURG	JOHN RAYMOND HILLIER	11/01/99	899	683	433179
54*21310066	FRYEBURG	BISTINEAU WATER SYSTEM INC	11/10/99			433175
54*21310023B	FRYEBURG	WILLIAM V JONES	11/24/99	902	160	434256
54*19270018AQ	SMITHTOWN	CHARLES HARDY HENDERSON	10/29/97	76	623	
54*19270018AR	SMITHTOWN	JUDY LYNN HENDERSON	10/29/97	76	621	
54*21090001A	FOREST	IP PETROLEUM COMPANY INC	11/03/98	1350	271	
54*20270001DE	PINEVILLE	BOTELER & SONS, A PTRSHP	10/08/97	395	426-4	
					28	
54*20270001CV	PINEVILLE	W A ROPER	10/10/97	395	411-4	
					12	
54*20270001ED	PINEVILLE	EDITH R BRYANT	10/15/97	395	500-5	
					01	
54*20270010A	PINEVILLE	CRYMES G PITTMAN	10/21/97	395	447-4	
					49	
54*20270010B	PINEVILLE	ROBERT C HOUSTON	10/21/97	395	450-4	
					52	
54*20270010C	PINEVILLE	MARY M BUFKIN	10/21/97	395	453-4	
					55	
54*20270010D	PINEVILLE	SUSAN PITTMAN	10/21/97	395	456-4	
					58	
54*20270010E	PINEVILLE	MARTHA PITTMAN	10/21/97	395	465-4	
					67	

LIST LM PROSPECT30 LEASE.NAME40 LEASE.DATED RECORDED.BOOK RECORDED.PAGE RECORDED.FILE WITH LEASE.EXPIRATION GE '10/01/2000' AND LEAS
E.EXPIRATION LE '01/31/2001' BY STATE BY COUNTY BY PROSPECT BY LEASE.DATED LPTR 13:59:32 Jan 03 2001 2

LEASE.MASTER...	PROSPECT.....	LEASE NAME.....	LEASE DATED...	REC BOOK	PAGE	FILE ENTRY..
54*202700010F	PINEVILLE	MIKE PITTMAN	10/21/97	395	459-4	61
54*202700010G	PINEVILLE	DAVID PITTMAN	10/21/97	395	462-4	64
54*202700010H	PINEVILLE	HILTON PITTMAN	10/21/97	395	468-4	70
54*20270001DR	PINEVILLE	BEVERLY TILLERY	11/04/97	395	471-4	73
54*20270001FN	PINEVILLE	JOHN R HORAN TRUSTEE	11/05/97	395	478-4	79
54*20270001DQ	PINEVILLE	JAMES L ROGERS	11/10/97	395	482-4	84
54*20270001DU	PINEVILLE	JOHN ROGERS	11/10/97	395	485-4	87
54*20270001DY	PINEVILLE	BILLY ROGERS	11/10/97	395	506-5	08
54*20270001DT	PINEVILLE	KAY ROGERS	11/13/97	395	518-5	19
54*20270001FP	PINEVILLE	JOE ROGERS/CURTIS ROGERS DCD	11/24/97	395	516-5	17
54*20270002EP	PINEVILLE	DEBORAH R SMITH	11/24/97	395	494-4	95
54*20270002EQ	PINEVILLE	ROBERT A ROGERS	11/24/97	395	490-4	91
54*20270002ER	PINEVILLE	THOMAS W ROGERS JR	11/24/97	395	492-4	93
54*20270001DV	PINEVILLE	PEGGY ELIZABETH WALTERS	12/01/97	395	488-4	89
54*20270001DX	PINEVILLE	MARY ALICE MARTIN	12/01/97	395	504-5	05
54*20270001DW	PINEVILLE	CURTIS ROGERS JR	12/03/97	395	496-4	97
54*20270001EC	PINEVILLE	DILLARD RAY HAMILTON ET UX	01/06/98	395	526-5	27
54*20270001EX	PINEVILLE	JOHN L LANCASTER III	01/06/98	395	544	
54*20270001EL	PINEVILLE	ROBERT PAYNE LANCASTER	01/06/98	395	542	
54*20270001EM	PINEVILLE	MARY E LANCASTER SACHS TRUST	01/06/98	395	542-5	43
54*20270001EN	PINEVILLE	MARY ELINOR L SACHS	01/06/98	395	540-5	41
54*20270001FO	PINEVILLE	POWER PRODUCTION COMPANY	01/07/98	395	396-4	01
54*20270001FL	PINEVILLE	JAMES L JONES	01/13/98	395	392-3	93
54*20270001EI	PINEVILLE	W V LUDLAM JR	01/20/98	395	382-3	83
54*19820002OY	EUCUTTA	SARA B BATEMAN	10/03/97	929	118-1	19
54*19820002PO	EUCUTTA	CYNTHIA RENEE DORFMAN	10/03/97	929	120-1	21
54*19820002PI	EUCUTTA	KENNETH D CHRISTIANCE	10/28/97	929	511-5	12
54*19820002PJ	EUCUTTA	CHRISTA NELLE VARNER	10/28/97	929	519-5	

LIST LM PROSPECT30 LEASE.NAME40 LEASE.DATED RECORDED.BOOK RECORDED.PAGE RECORDED.FILE WITH LEASE.EXPIRATION GE '10/01/2000' AND LEAS
 2.EXPIRATION LE '01/31/2001' BY STATE BY COUNTY BY PROSPECT BY LEASE.DATED LPTR 13:59:32 Jan 03 2001 3

LEASE MASTER...	PROSPECT.....	LEASE NAME.....	LEASE DATED...	REC BOOK	PAGE	FILE ENTRY..
					20	
54*19820002PK	EUCUTTA	LUCILLE B BROCK ROBERTS	10/28/97	929	515-5	
					16	
54*19820002PL	EUCUTTA	CLARA MAI STRAUGHN STEVENS	10/28/97	929	20	517-518
54*19820002PM	EUCUTTA	RAY THOMPSON	10/28/97	929	513-5	
					14	
54*20450001B	NORTH CLARA	CAROL & TONI COOLEY TR	05/27/97	940	90-91	
54*20450001A	NORTH CLARA	JEAN P COOLEY	05/29/97	940	88-89	
54*20450001AW	NORTH CLARA	MARY M MCLEOD	12/09/97	940	207-2	
					08	
54*20450001AY	NORTH CLARA	LOUISE A DAVIS	01/27/98	940	271-2	
					72	
54*21440001HE	SOUTH YELLOW CREEK	HAZELINE SUTTON ET AL	10/05/95	876	540-5	
					43	
54*20280001AJ	WEST CHAPARRAL	TAMMY JONES STANLEY	07/11/97	919	613-6	
					15	
54*19540002	BLOCK 6	TX UNIVERSITY LANDS 96948	11/14/95	689	64	954096
54*19540003	BLOCK 6	TX UNIVERSITY LANDS 96946	11/14/95	689	58	954095
54*20110001E	CHOCOLATE BAYOU SE	IP FARMS INC	09/28/99			99-047894
54*20310006AA	SMITH POINT	LAURA MITCHELL WALTON	12/12/97	353	446	97
54*20310006AB	SMITH POINT	JOHN FORREST GOODHUE	12/12/97	353	450	97
54*20310006AC	SMITH POINT	JOHN BROOKS GOODHUE, II	12/12/97	353	454	97
54*20310006AD	SMITH POINT	SHIRLEY VAN WORMER STILLINGER	12/12/97	355	404	97
54*20310006AE	SMITH POINT	WILBUR R GODSEY, SR	12/30/97	356	141	97
54*20310006AG	SMITH POINT	GREGORY VAN WORMER	01/13/98	357	154	98
54*20310006AF	SMITH POINT	ASSORTMENT INC ET AL	01/20/98	358	121	98
54*20870003G	SEMINOLE SHELF 3	NANCY ANDERSON OLSEN ET AL	10/15/97	649	1	
54*20870003H	SEMINOLE SHELF 3	J M ARMSTRONG TRUST	11/04/97	412	538	
54*20870003D	SEMINOLE SHELF 3	ESTATE OF R S ANDERSON	11/18/97	644	385	
54*20870003A	SEMINOLE SHELF 3	THE JOHN D CAMPBELL HEIRS	11/20/97	651	669	
54*20870003I	SEMINOLE SHELF 3	ROWAN/HYDER TRUST	01/12/98	656	88	
54*20870002A	SEMINOLE SHELF 3	M SCARBOROUGH JR	01/16/98	648	25	
54*20870002B	SEMINOLE SHELF 3	FLORENCE S SCHLUMPF	01/16/98	648	21	
54*20870002C	SEMINOLE SHELF 3	JUANITA SCARBOROUGH	01/16/98	649	29	
54*20870003F	SEMINOLE SHELF 3	W B ROBBINS III ET UX	11/17/98	668	424	
54*20880001A	SEMINOLE SHELF 4	WESCOTT FAMILY REVOCABLE TRUST	10/15/97	412	528	R0006084
54*20880003A	SEMINOLE SHELF 4	SID W RICHARDSON FOUNDATION	10/27/97	644	396	R0000130
54*20880003B	SEMINOLE SHELF 4	HLM OIL & ROYALTIES INC	10/27/97	412	491	R0006075
54*20880003C	SEMINOLE SHELF 4	RIDDLE SCHOLARSHIP FOUNDATION	10/27/97	412	494	R0006076
54*20880001E	SEMINOLE SHELF 4	WILLIAM ROBERT SELTZER ESTATE	11/12/97	412	500	R0006078
54*20880001C	SEMINOLE SHELF 4	CHARLES J CONKLING	11/17/97	644	392	R0000129
54*20880001B	SEMINOLE SHELF 4	JAMES W RUSSELL	12/05/97	644	371	R0000123
54*20890001K	SEMINOLE SHELF 5	HLM OIL & ROYALTIES INC	10/27/97	644	379	R0000125
54*20890001L	SEMINOLE SHELF 5	RIDDLE SCHOLARSHIP FOUNDATION	10/27/97	644	382	R0000126
54*20890001B	SEMINOLE SHELF 5	CHAMPION-WINKLER OIL CORP	11/11/97	412	497	R0006077
54*20890001F	SEMINOLE SHELF 5	WILLIAM ROBERT SELTZER ESTATE	11/12/97	412	505	R0006079
54*20890001I	SEMINOLE SHELF 5	MARTHA DOBBS	11/14/97	644	388	R0000128
54*20890001A	SEMINOLE SHELF 5	CAROLE GENE HOWARD	12/01/97	651	689	R0001864
54*20890001C	SEMINOLE SHELF 5	DANIEL RAY FLEEMAN	12/01/97	651	681	R0001862
54*20890001D	SEMINOLE SHELF 5	NANCY SUE DONOVAN	12/01/97	651	685	R0001863
54*20890001E	SEMINOLE SHELF 5	CORA S WRIGHT ESTATE	12/01/97	645	506	R0000396
54*20890001J	SEMINOLE SHELF 5	PAULINE MCMILLEN ESTATE	12/01/97	645	502	R0000395
54*20890001H	SEMINOLE SHELF 5	ELSIE WHELESS SCHMIDT	12/12/97	651	673	R0001861

LIST LM PROSPECT30 LEASE.NAME40 LEASE.DATED RECORDED.BOOK RECORDED.PAGE RECORDED.FILE WITH LEASE.EXPIRATION GE '10/01/2000' AND LEAS
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LEASE MASTER...	PROSPECT.....	LEASE NAME.....	LEASE DATED...	REC BOOK	PAGE	FILE ENTRY..
54*20890001G	SEMINOLE SHELF 5	N H WHELESS JR	01/22/98	651	677	R0001861
54*20910001I	SEMINOLE SHELF 7	KENNETH DONALD ANDERSON	10/15/97	649	8	
54*20910001J	SEMINOLE SHELF 7	NANCY ANDERSON OLSEN	10/15/97	649	4	
54*20910001K	SEMINOLE SHELF 7	KAREN SUE ANDERSON	10/15/97	649	10	
54*20910001N	SEMINOLE SHELF 7	JANET ANDERSON LOEFFLER	10/15/97	649	12	
54*20910001O	SEMINOLE SHELF 7	GARY ANDERSON FELL	10/15/97	649	6	
54*20910002A	SEMINOLE SHELF 7	MARION WIER DEFORD	10/22/97	412	510	
54*20910001B	SEMINOLE SHELF 7	ANN BROOME DORNEY	10/23/97	412	488	
54*20910001F	SEMINOLE SHELF 7	J M ARMSTRONG TRUST	11/04/97	412	544	
54*20910002B	SEMINOLE SHELF 7	MARY SELECMA DEATON	11/04/97	644	375	
54*20910002C	SEMINOLE SHELF 7	CHARLES E SELECMA	11/04/97	644	367	
54*20910001A	SEMINOLE SHELF 7	MAXIE HUGHES WILSON	11/14/97	412	557	
54*20910001D	SEMINOLE SHELF 7	ERNEST GOUNAH ESTATE	11/14/97	412	533	
54*20910001S	SEMINOLE SHELF 7	THE W A YEAGER GROUP	11/18/97	412	550	
54*20910001C	SEMINOLE SHELF 7	FRANCES A KLEPPER	12/10/97	648	15	
54*20910001G	SEMINOLE SHELF 7	SALLY W JANAK	12/19/97	648	18	
54*20910001E	SEMINOLE SHELF 7	REPUBLIC ROYALTY COMPANY	11/03/98	667	283	
54*20910002D	SEMINOLE SHELF 7	W B ROBBINS III ET UX	11/17/98	668	422	
54*21330002A	SAN LUIS	CHARLES ROBERT SKARKE SR	10/08/97			9745946
54*21330002B	SAN LUIS	VIRGINIA NELSON TOOMBS	10/08/97			9745947
54*213300001	SAN LUIS	BALLINGER MILLS ESTATE	10/13/97			9745943
54*21330003A	SAN LUIS	HAL D HERBELIN SR	10/24/97			9748948
54*21330003B	SAN LUIS	LOUIS V CIACCIO ET AL	10/24/97			9803511
54*21330003C	SAN LUIS	ALFRED J KELLY	10/24/97			9803513
54*21330003D	SAN LUIS	SALVADORE CIACCIO	10/24/97			9803512
54*21330003F	SAN LUIS	MARIE C KOHLEFFEL	10/24/97			9811601
54*21330003O	SAN LUIS	FRANCIS J HERBELIN II	10/24/97			9811604
54*21330003I	SAN LUIS	JOSEPH & WILMA HERBELIN TRUST	01/05/98			9809933
54*21330003P	SAN LUIS	JOHN TIMOTHY MACFERRIN	01/05/98			9820481
54*21330003E	SAN LUIS	LINDA S BROWN	01/06/98			9807476
54*21330003L	SAN LUIS	CHRISTINE S FOX	01/06/98			9813540
54*21330003M	SAN LUIS	ADELE M ROBERTS	01/06/98			9813541
54*21330003R	SAN LUIS	LILLIAN M MCKIBBEN TRUST	01/07/98			9823576
54*21330003G	SAN LUIS	PHILLIP B MOORE TRUST	01/08/98			9809931
54*21330003H	SAN LUIS	RUEY K ARBUCKLE	01/08/98			9809932
54*21330003J	SAN LUIS	LAURA MOORE IGO	01/08/98			9811602
54*21330003K	SAN LUIS	LISA MOORE SHABAN	01/08/98			9813539
54*21330003S	SAN LUIS	MICHAEL J MOORE	01/08/98			9820482
54*21330003U	SAN LUIS	RANDA E MOORE	01/08/98			9827860
54*21330003V	SAN LUIS	PATRICK A MOORE	01/08/98			9838217
54*21240002	VIDA	BOLEY PEARSON ETAL	10/09/98	648	239	99-4686
54*21240001	VIDA	MILDRED W SIMMONS	12/02/98	650	512	00-0371
54*21240006B	VIDA	EVELYN GILLESPIE TISDALE	01/06/99	652	214	00-1053
54*21240003A	VIDA	DEWEY G MEARS	01/20/99	633	828	99-1022
54*21240003B	VIDA	JOE G MEARS ETAL	01/23/99	636	331	99-1691
54*21240003C	VIDA	JERRY D MEARS	01/26/99	636	330	99-1690
54*21240014A	VIDA	MARJORIE M POST TRUST ET AL	01/28/00	656	119	
54*20550004A	SUGG - FUSSELMAN	DORA S PFLUGER ETAL	10/26/98			
54*19360001	BRAZOS 505 - T3D	USA OCS G 15724	11/01/95			
54*19370001	GALVESTON 287 - T3D	USA OCS G 15748	02/01/96			
54*19420001	HIGH ISLAND 168 - LOV	USA OCS G 15789	11/01/95			
54*19400001	HIGH ISLAND 35 - LOV	USA OCS G 15768	12/01/95			
54*19410001	HIGH ISLAND 68 - LOV	USA OCS G 15771	11/01/95			

LIST LM PROSPECT30 LEASE.NAME40 LEASE.DATED RECORDED.BOOK RECORDED.PAGE RECORDED.FILE WITH LEASE.EXPIRATION GE '10/01/2000' AND LEAS
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LEASE MASTER...	PROSPECT.....	LEASE NAME.....	LEASE DATED...	REC BOOK	PAGE	FILE ENTRY..
54*19940028G	KENOSHA PROSPECT	ADJ PARTNERSHIP ET AL	12/24/96	1	715	311
54*19940109C	KENOSHA PROSPECT	WATSON T SIMONS	12/24/96	302	562	14507
54*19940109D	KENOSHA PROSPECT	EDWIN M SIMONS	12/24/96	302	560	14506
54*19940109A	KENOSHA PROSPECT	CALVIN W JAYROE	12/26/96	301	315	14176
54*19940109B	KENOSHA PROSPECT	CALEDONIA DENMAN MOORE	01/01/97	301	350	14191
54*19940109G	KENOSHA PROSPECT	PEYTON L DENMAN	01/01/97	301	282	14164
54*19940109F	KENOSHA PROSPECT	MURIEL MANTOOTH WILKINSON	01/06/97	302	575	14512
54*19940109H	KENOSHA PROSPECT	CYNTHIA SMITH SIMONS	01/06/97	302	558	14505
54*19940089I	KENOSHA PROSPECT	CLAYTON FOUNDATION RESEARCH	01/07/97	1	197	81
54*19940109E	KENOSHA PROSPECT	IRWIN RAY JAYROE	01/07/97	302	523	14488
54*19940109J	KENOSHA PROSPECT	PATRICIA JAYROE GAGE	01/07/97	302	517	14485
54*19940109I	KENOSHA PROSPECT	DEBORAH SHOTWELL DUNAWAY	01/08/97	302	515	14484
54*19940109K	KENOSHA PROSPECT	GEORGIA S SHOTWELL	01/08/97	302	554	14503
54*19940109M	KENOSHA PROSPECT	MARY FRANK SHOTWELL	01/08/97	302	556	14504
54*19940117A	KENOSHA PROSPECT	MILDRED H GRINSTEAD ET AL	01/10/97	302	519	14486
54*19940109L	KENOSHA PROSPECT	MARY JEAN MARONEY	01/21/97	302	535	14494
54*19940109Q	KENOSHA PROSPECT	BOBBY L ZEAGLER	01/21/97	302	579	14514
54*19940109S	KENOSHA PROSPECT	ASHLEY SIMONS WALKER	01/21/97	1	829	354
54*19940109T	KENOSHA PROSPECT	MOLLIE SIMONS WALKER MEANS	01/21/97	1	776	333
54*19940109V	KENOSHA PROSPECT	MITCHELL FUQUA WALKER	01/21/97	1	831	355
54*19940089J	KENOSHA PROSPECT	AUSTIN PRESBYTERIAN THEOL	01/27/97	1	250	105
54*19940109N	KENOSHA PROSPECT	JOHN J ZEAGLER	01/27/97	302	583	14516
54*19940109P	KENOSHA PROSPECT	JACK ZEAGLER	01/29/97	302	581	14515
54*19940059A	KENOSHA PROSPECT	LUCETTE JOHNSON	10/20/97	3	732	802
54*19940059B	KENOSHA PROSPECT	JOHN R SCOTT	10/20/97	3	732	802
54*19940059C	KENOSHA PROSPECT	ALNET BAILESS	10/20/97	3	732	802
54*19940203D	KENOSHA PROSPECT	DAWANA MCGAUGHEY	10/30/97	3	665	780
54*19940203E	KENOSHA PROSPECT	DAWAYNE SNELL ET UX	10/30/97	3	679	785
54*19940064	KENOSHA PROSPECT	KATIE MARSHBURN	01/02/98	4	124	857
54*19940072	KENOSHA PROSPECT	HUBERT BRYAN	01/20/98	4	107	850
54*19940073A	KENOSHA PROSPECT	KATHLEEN ANNE FISHER WINSLOW	01/20/98	4	149	867
54*20550004B	SUGG - FUSSELMAN	BURLINGTON RESOURCES	11/01/98			
54*20810025	WOODVILLE	JESSE BRENIER	10/02/97	624	965	
54*20810026	WOODVILLE	ORLAN L WATSON	10/02/97	624	967	
54*20810036J	WOODVILLE	ELIZABETH CLAIR SMITH	10/02/97	624	963	
54*20810070	WOODVILLE	ELWANDA GLENN ALLUMS	10/02/97	625	532	
54*20810001AY	WOODVILLE	GOOLSBEE MINERAL TRUST	10/03/97	624	341	
54*20810001AZ	WOODVILLE	WHEAT MINERAL TRUST	10/03/97	624	327	
54*20810001BA	WOODVILLE	FW&S MINERAL TRUST	10/03/97	624	969	
54*20810001BX	WOODVILLE	CHARLES REESE SHILLINGS	10/03/97	928	870	
54*20810036L	WOODVILLE	AVALINE SMITH	10/03/97	629	840	
54*20810061A	WOODVILLE	DAVID A FEAGIN ET UX	10/03/97	624	973	
54*20810031L	WOODVILLE	GWENDLYN ASKINS	10/06/97	624	977	
54*20810031M	WOODVILLE	CHARLES W DAVIS	10/06/97	625	530	
54*20810036K	WOODVILLE	REBECCA FAYE HYDE	10/07/97	635	541	
54*20810010	WOODVILLE	MAE E SAWYER ET AL	10/17/97	628	862	
54*20810043A	WOODVILLE	JOHN MAX LADE	10/17/97	625	539	
54*20810063	WOODVILLE	PEGGY S TERRY ET VIR	10/17/97	628	864	
54*20810077	WOODVILLE	MARY J NETTLES EX VIR	10/17/97	628	854	
54*20810027F	WOODVILLE	JACK MARTINDALE	10/21/97	625	776	
54*20810027G	WOODVILLE	LANELLE DUFF WITHERS	10/21/97	625	784	
54*20810027H	WOODVILLE	DOROTHY DUFF GILMORE	10/21/97	625	796	
54*20810029E	WOODVILLE	DON FORSE ET UX	10/22/97	625	788	

LIST LM PROSPECT30 LEASE.NAME40 LEASE.DATED RECORDED.BOOK RECORDED.PAGE RECORDED.FILE WITH LEASE.EXPIRATION GE '10/01/2000' AND LEAS
 3.EXPIRATION LE '01/31/2001' BY STATE BY COUNTY BY PROSPECT BY LEASE.DATED LPTR 13:59:32 Jan 03 2001 6

LEASE MASTER...	PROSPECT	LEASE NAME	LEASE DATED...	REC BOOK	PAGE	FILE ENTRY...
54*20810033	WOODVILLE	JOHN MAX LADE	10/22/97	625	780	
54*20810014	WOODVILLE	D.T.P. CORPORATION	10/23/97	625	786	
54*20810001BS	WOODVILLE	DAVID A FEAGIN ET AL	10/28/97	625	792	
54*20810011	WOODVILLE	HOWELL E STONE	10/28/97	625	782	
54*20810055	WOODVILLE	STANLEY J HEAD	10/28/97	625	774	
54*20810001BQ	WOODVILLE	EVELYN BARCLAY MILLS ET AL	10/29/97	627	504	
54*20810001BZ	WOODVILLE	SHARON SMITH ET VIR	10/29/97	628	938	
54*20810048D	WOODVILLE	A B RIGSBY ET UX	10/30/97	629	139	
54*20810078	WOODVILLE	GERALDINE S CORDELL	10/30/97	627	496	
54*20810001CC	WOODVILLE	JERRY M RAINS	10/31/97	625	778	
54*20810001BY	WOODVILLE	LAWREN GROSS	11/03/97	626	775	
54*20810048C	WOODVILLE	NATHANIEL RIGSBY JR	11/03/97	626	771	
54*20810001AA	WOODVILLE	CARL J ELLIS ESTATE	11/04/97	628	842	
54*20810001AB	WOODVILLE	FAIN CARTER CRAIN ESTATE	11/04/97	626	948	
54*20810001AC	WOODVILLE	HELEN ROOS WALKER	11/04/97	626	952	
54*20810001AD	WOODVILLE	COCCINERO LTD	11/04/97	626	957	
54*20810001AE	WOODVILLE	LEIGH E NORMAN ET AL	11/04/97	626	955	
54*20810001AF	WOODVILLE	DR EDWARD LILLO CRAIN JR	11/04/97	626	950	
54*20810001AG	WOODVILLE	HALLY BRYAN CLEMENTS ET AL	11/04/97	626	751	
54*20810001AH	WOODVILLE	CAROLYN CARTER THOMPSON	11/04/97	626	758	
54*20810001W	WOODVILLE	STEFANIE A NORMAN ET AL	11/04/97	635	528	
54*20810001X	WOODVILLE	NEIL NORMAN ET AL	11/04/97	630	923	
54*20810001Y	WOODVILLE	ELEANOR ROOS FABER	11/04/97	627	492	
54*20810001Z	WOODVILLE	GUY BRYAN THOMPSON ESTATE	11/04/97	627	494	
54*20810041C	WOODVILLE	JACK C BEST	11/05/97	626	34	
54*20810031V	WOODVILLE	ELDON CHESTER	11/06/97	626	906	
54*20810037P	WOODVILLE	HOMER S BLACK ET AL	11/06/97	626	760	
54*20810001H	WOODVILLE	UMPHREY FAMILY PARTNERSHIP	11/07/97	626	748	
54*20810007	WOODVILLE	WHEAT MINERAL TRUST	11/11/97	626	777	
54*20810009	WOODVILLE	MARION S GILCHRIST	11/11/97	626	765	
54*20810036H	WOODVILLE	JESSE IRVING GRAY	11/11/97	628	852	
54*20810001BN	WOODVILLE	GARLAND ANTHONY TRUST ET AL	11/12/97	625	778	
54*20810036C	WOODVILLE	CAROLYN ANN JONES	11/12/97	626	773	
54*20810036D	WOODVILLE	HAZEL H MYERS	11/12/97	626	767	
54*20810036E	WOODVILLE	JESSIE MAE BEHANNON	11/12/97	626	769	
54*20810036F	WOODVILLE	MARY E KINDSEY	11/12/97	626	763	
54*20810036G	WOODVILLE	BETTY L GANDY	11/12/97	626	938	
54*20810036I	WOODVILLE	RICHARD F HYDE	11/12/97	626	918	
54*20810001BM	WOODVILLE	JULIA ROBERTS ET AL	11/13/97	637	514	
54*20810001BP	WOODVILLE	GOOLSBEER MINERAL TRUST	11/13/97	626	754	
54*20810001BR	WOODVILLE	LLOYD C FORTENBERRY ET AL	11/13/97	626	940	
54*20810038C	WOODVILLE	FW&S MINERAL TRUST	11/13/97	626	944	
54*20810031A	WOODVILLE	MARGIE PEDIGO RODRIQUEZ	11/17/97	626	914	
54*20810031B	WOODVILLE	BEVERLY JANE HINSON	11/17/97	626	910	
54*20810031C	WOODVILLE	KATHERINE CRUSE HINSON	11/17/97	626	912	
54*20810001BC	WOODVILLE	W B BARRETT	11/18/97	626	929	
54*20810031I	WOODVILLE	BETTY HAYNES DOLLINS	11/19/97	627	502	
54*20810031J	WOODVILLE	FRANK ALDRIDGE III	11/19/97	626	936	
54*20810031K	WOODVILLE	JOYCE ALDRIDGE ADAMS	11/19/97	626	931	
54*20810001BK	WOODVILLE	D P MANN ESTATE	11/21/97	632	779	
54*20810005	WOODVILLE	BLACK STONE MINERALS	11/24/97	626	933	
54*20810019	WOODVILLE	CITIZENS STATE BANK	11/24/97	632	789	
54*20810047C	WOODVILLE	BLUEBONNET INVESTMENTS INC	11/24/97	632	794	

1ST LM PROSPECT30 LEASE.NAME40 LEASE.DATED RECORDED.BOOK RECORDED.PAGE RECORDED.FILE WITH LEASE.EXPIRATION GE '10/01/2000' AND LEAS
 .EXPIRATION LE '01/31/2001' BY STATE BY COUNTY BY PROSPECT BY LEASE.DATED LPTR 13:59:32 Jan 03 2001 7

LEASE MASTER...	PROSPECT.....	LEASE NAME.....	LEASE DATED...	REC BOOK	PAGE	FILE ENTRY..
4*20810001CA	WOODVILLE	DANIEL BOYD CRUSE	11/25/97	628	942	
4*20810031D	WOODVILLE	ELDON CHESTER	11/25/97	627	506	
4*20810065B	WOODVILLE	IDA MAE STAMPS	11/25/97	626	916	
4*20810065A	WOODVILLE	CARLA JEAN WRIGHT BROWN	11/26/97	628	846	
4*20810065C	WOODVILLE	DONNA GAIL WRIGHT GERMAIN	11/26/97	629	545	
4*20810001CH	WOODVILLE	SUTTON GROUP	11/28/97	631	483	
4*208100370	WOODVILLE	SUTTON GROUP	11/28/97	631	480	
4*20810001CB	WOODVILLE	GAYLE ROSENBERG	12/01/97	628	947	
4*20810044A	WOODVILLE	THE ALLAR COMPANY	12/02/97	628	933	
4*20810071A	WOODVILLE	THE ALLAR COMPANY	12/02/97	629	549	
4*20810037F	WOODVILLE	EVELYN BARCLAY MILLS	12/05/97	628	850	
4*20810037L	WOODVILLE	CLEMMIE LEE FORTENBERRY	12/05/97	627	498	
4*20810038B	WOODVILLE	JAMES E WHIDDON ET UX	12/08/97	628	868	
4*20810038D	WOODVILLE	WILLIAM C LINDSEY	12/08/97	628	951	
4*20810038A	WOODVILLE	CHARLIE L BRENT ET UX	12/09/97	628	957	
4*20810048B	WOODVILLE	THE ALLAR COMPANY	12/09/97	629	139	
4*20810001CF	WOODVILLE	JAMES R KEENEY JR	12/10/97	628	959	
4*2081001DN	WOODVILLE	JAMES R KEENEY JR	12/10/97	628	959	
4*20810054	WOODVILLE	KATHRYN G HAMMETT	12/10/97	631	469	
4*20810066A	WOODVILLE	IDA MAE STAMPS	12/10/97	628	856	
4*20810031F	WOODVILLE	KATHERINE CRUSE HINSON	12/11/97	631	461	
4*20810031G	WOODVILLE	BEVERLY JANE HINSON	12/11/97	631	459	
4*20810031H	WOODVILLE	BETTY HAYNES DOLLINS	12/11/97	630	894	
4*20810031N	WOODVILLE	MARGIE PEDIGO RODRIQUEZ	12/11/97	628	940	
4*20810031O	WOODVILLE	ELDON CHESTER	12/11/97	628	866	
4*20810031P	WOODVILLE	JIMMY HUGHES CRUSE	12/11/97	629	909	
4*20810031Q	WOODVILLE	FRANK ALDRIDGE III	12/11/97	629	907	
4*20810001AV	WOODVILLE	CHARLES W TUBB	12/12/97	633	831	
4*20810001BT	WOODVILLE	TMT MINERAL TRUST	12/12/97	629	921	
4*20810001CD	WOODVILLE	GEORGE T TUBB	12/12/97	628	961	
4*20810037C	WOODVILLE	WILLIE MAE FEAGIN TRUST	12/15/97	628	953	
4*20810037K	WOODVILLE	PEGGY RAY GRAMMER	12/15/97	629	558	
4*20810001AK	WOODVILLE	UMPHREY FAMILY LTD PARTNERSHIP	12/16/97	629	562	
4*20810001BO	WOODVILLE	THE ALLAR COMPANY	12/16/97	628	925	
4*20810028B	WOODVILLE	THE ALLAR COMPANY	12/16/97	628	929	
4*20810018	WOODVILLE	FRANK R LINDSEY JR	12/17/97	628	874	
4*20810037A	WOODVILLE	MARGARET JACOWAY STOCKER	12/18/97	629	916	
4*20810037B	WOODVILLE	C JACOWAY FAMILY TRUST	12/18/97	629	553	
4*20810050A	WOODVILLE	JIMMY HUGHES CRUSE ET UX	12/18/97	629	902	
4*20810057B	WOODVILLE	J ROBERT MCCOMBS	12/18/97	629	539	
4*20810074	WOODVILLE	EDMOND JONES	12/23/97	629	537	
4*20810037M	WOODVILLE	SHIRLEY MINTER	12/26/97	629	560	
4*20810037N	WOODVILLE	JAUNICE SMITH	12/26/97	629	886	
4*20810001BL	WOODVILLE	LOIS LEE BARTLETT	12/28/97	631	451	
4*20810001CG	WOODVILLE	MAYSEL G FULLER	12/28/97	630	579	
4*20810037I	WOODVILLE	JOE THOMAS FORTERBERRY	12/30/97	629	888	
4*20810001EC	WOODVILLE	LINDA SANDERS MALINE BAKER	12/31/97	629	543	
4*20810037H	WOODVILLE	PATRICIA JANE CARTER	12/31/97	629	896	
4*20810079	WOODVILLE	J ROBERT MCCOMBS	12/31/97	629	883	
4*20810001V	WOODVILLE	REID-O'BRIEN MINERAL TRUST	01/02/98	628	972	
4*20810031T	WOODVILLE	WILLIAM REID PFLUGER	01/02/98	631	487	
4*20810031U	WOODVILLE	STEPHENIE YEARWOOD	01/02/98	633	316	
4*20810031W	WOODVILLE	MICHAEL CARL PFLUGER	01/02/98	632	542	

LIST LM PROSPECT30 LEASE.NAME40 LEASE.DATED RECORDED.BOOK RECORDED.PAGE RECORDED.FILE WITH LEASE.EXPIRATION GE '10/01/2000' AND LEAS
E.EXPIRATION LE '01/31/2001' BY STATE BY COUNTY BY PROSPECT BY LEASE.DATED LPTR 13:59:32 Jan 03 2001 8

LEASE MASTER...	PROSPECT.....	LEASE NAME.....	LEASE DATED...	REC BOOK	PAGE	FILE ENTRY..
54*20810037E	WOODVILLE	JOHNNY PAUL FORTENBERRY	01/02/98	632	540	
54*20810037G	WOODVILLE	MAX FORTENBERRY	01/02/98	629	898	
54*20810067A	WOODVILLE	DENNEY F EAVES	01/02/98	630	872	
54*20810012	WOODVILLE	DUNCAN INTERESTS INC	01/05/98	630	570	
54*20810013	WOODVILLE	B.B.R.H.D LTD	01/05/98	630	567	
54*20810001BD	WOODVILLE	HATTIE B MANN TRUST	01/06/98	634	984	
54*20810083	WOODVILLE	J ROBERT MCCOMBS	01/06/98	629	880	
54*20810037D	WOODVILLE	JEFFREY LYNN FORTENBERRY	01/07/98	631	457	
54*20810037J	WOODVILLE	JAMES RODNEY FORTENBERRY	01/07/98	630	583	
54*20810062B	WOODVILLE	JOADA ALLUMS	01/07/98	629	890	
54*20810081A	WOODVILLE	ELANORE MCCOMBS HOLDERMAN	01/07/98	639	710	
54*20810081B	WOODVILLE	MARY ANN YOUNG	01/07/98	630	927	
54*20810037Q	WOODVILLE	DR L GAYLE BURTON	01/08/98	629	893	
54*20810057A	WOODVILLE	CHARLES BRUCE JORDAN JR	01/08/98	630	914	
54*20810080	WOODVILLE	GEORGE H JARROTT ET UX	01/09/98	630	930	
54*20810084	WOODVILLE	BLUEBONNET INVESTMENTS INC	01/09/98	638	297	
54*20810062A	WOODVILLE	WINSTON WOERHEIDE	01/12/98	632	762	
54*20810002	WOODVILLE	DR R B BARCLAY ESTATE	01/14/98	634	993	
54*20810069A	WOODVILLE	BILLIE SUE STANMIRE	01/14/98	630	898	
54*20810069B	WOODVILLE	WILLIAM CROCKETT JR	01/14/98	632	760	
54*20810001BV	WOODVILLE	DAVID P MANN JR	01/15/98	630	886	
54*20810001EA	WOODVILLE	THOMAS H MACGINNIS	01/15/98	630	896	
54*20810001ED	WOODVILLE	MORRIS TAYLOR JR	01/15/98	630	889	
54*20810020	WOODVILLE	TRILBY WADDELL	01/15/98	631	443	
54*20810052	WOODVILLE	THE WOODVILLE CHURCH OF CHRIST	01/16/98	630	900	
54*20810016	WOODVILLE	JOSIAH WHEAT SR ESTATE	01/19/98	634	971	
54*20810072A	WOODVILLE	JOSIAH WHEAT SR ESTATE	01/19/98	634	975	
54*20810008	WOODVILLE	SERVICE DATSUN INC	01/21/98	630	891	
54*20810041A	WOODVILLE	FRANCES RICHARDS MALLOW	01/23/98	631	465	
54*20810041B	WOODVILLE	JANE RICHARDS WALDROP	01/23/98	631	467	
54*20810001CZ	WOODVILLE	CHARLES BRUCE JORDAN JR	01/26/98	631	446	
54*20810015	WOODVILLE	THELMA FLESNER	01/28/98	632	536	
54*20810001BE	WOODVILLE	WHEAT MINERAL TRUST	01/29/98	631	472	
54*20810034	WOODVILLE	E J PEDIGO ET AL	01/29/98	630	573	
54*20810004	WOODVILLE	BARCLAY W DISMUKES ESTATE	01/30/98	634	979	
54*20810051	WOODVILLE	FARRAR STOCKTON ET UX	01/30/98	632	809	
54*20820003	EAST EGYPT	JAMES G CORBETT ET AL	11/01/97	257	458	

368 records listed

<u>State</u>	<u>County</u>	<u>Prospect</u>	<u>Contract/ Lease #</u>
Louisiana	Terrebonne	Gibson	LA21390008A
Louisiana	St Bernard	Lake Machais	LA21480004
Louisiana	Calcasieu	Lawton	LA21670003
Louisiana	Calcasieu	Niblett's Bluff	LA21680035
Louisiana	Calcasieu	Niblett's Bluff	LA21680037
Texas	Borden	Miller Ranch I	TX20490001A
Texas	Gaines	Seminole Shelf 3	TX20870003J
Texas	Gaines	Seminole Shelf 4	TX20870003P
Texas	Gaines	Seminole Shelf 5	TX20870003Q
Texas	Gaines	Seminole Shelf 6	TX20870003R
Texas	Gaines	Seminole Shelf 5	TX20890001A
Texas	Gaines	Seminole Shelf 5	TX20890001C
Texas	Gaines	Seminole Shelf 5	TX20890001D
Texas	Gaines	Seminole Shelf 5	TX20890001E
Texas	Gaines	Seminole Shelf 5	TX20890001J
Texas	Gaines	Seminole Shelf 7	TX20910001E
Texas	Gaines	Seminole Shelf 7	TX20910001F
Texas	Gaines	Seminole Shelf 7	TX20910002M
Texas	Gaines	Seminole Shelf 7	TX20910002E
Texas	Gaines	Seminole Shelf 7	TX20910002O

(1) Entirety of value captured under LA2078 AF-01

<u>State</u>	<u>County</u>	<u>Prospect</u>	<u>Contract/ Lease #</u>
Louisiana	Plaquemines	Delacroix	LA2078 AF-01
Louisiana	Plaquemines	Delacroix	LA2078 ASF-01
Louisiana	St Charles	Lake Salvador	LA2079 AF-01
Louisiana	Grant	Iatt Lake	LA2143 AF-01
Louisiana	Offshore	El-Can Program	LA2158DVA01
Louisiana	Offshore	Eugene Is. 300	LA2172FOA01
Texas	Galveston	San Luis	TX2133 AF-03
Texas	Brazoria	SE Chocolate B	TX2154AF-01
TX/LA	Offshore	T3D Ventures	TX1905EXP01
TX/LA	Offshore	T3D Limited Part.	TX1905PRT01

(1) Entirety of value captured under LA2078 AF-01

Prospect Name : DELACROIX ISLAND
 Prospect No. : LA-2078
 County : PLAQUEMINES

Part I

Lease No.	Lease Name	Lessee Name	Eff date Recording Book/Page/File	Net Acres
20780001A	ST LA 335	W T BURTON	12/13/1935 81 4	360.0000
20780001B	APACHE CORPORATION	IP PETROLEUM CO INC	07/24/1998 933 269	1080.0000

Part II

Contract No.	Contract Name	Contract Type
2078ASF001	APACHE/IPP ASF 98/06/30	ASSIGNMENT
2078ASF002	EL-OIL/APACHE ASF 97/11	ASSIGNMENT
2078ASF003	APACHE/IPP ASF 98/7/24	ASSIGNMENT
2078EXP01	IPP/APACHE EXP 98/06/30	EXPLORATION AGREEMENT
2078PRT01	EOL/APACHE ETAL PRT 97/11	PARTICIPATION AGMT ONLY
2078SEI01	APACHE/IPP SEI	SEISMIC AGREEMENTS

Prospect Name : LAKE SALVADOR
Prospect No. : LA-2079
County : ST CHARLES

Part I

Lease No.	Lease Name	Lessee Name	Eff date Recording Book/Page/File	Net Acres
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Part II

Contract No.	Contract Name	Contract Type
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2079EXP01	IPP/APACHE EXP 98/07/10	EXPLORATION AGREEMENT
2079JOA01	APACHE/IPP JOA 99/09/24	JOINT OPERATING AGREEMENT
2079LA01	IPP/APACHE LA 09/16/99	LETTER AGREEMENT

Prospect Name : IATT LAKE
Prospect No. : LA-2143
County : GRANT

Part I

Lease No.	Lease Name	Lessee Name	Eff date Recording Book/Page/File	Net Acres
21430001A	INTERNATIONAL PAPER COMPANY	IP PETROLEUM CO INC	06/24/1999 348 721 125061	2674.5400

Part II

Contract No.	Contract Name	Contract Type
2143PRT01	IP ET AL/SNYDER 97/08/13	PARTICIPATION AGMT ONLY

Prospect Name : SE CHOCOLATE BAYOU - ROWAN
Prospect No. : TX-2154
County : BRAZORIA

Part I

Lease No.	Lease Name	Lessee Name	Eff date	Recording Book/Page/File
21540001	IP FARMS INC	IP PETROLEUM CO INC	08/15/2000	00-042469

Part II

Contract No.	Contract Name	Contract Type
2154EXP01	ASPECT/IPF/IPF EXP 00/02	EXPLORATION AGREEMENT

Prospect Name : SAN LUIS
 Prospect No. : TX-2133
 County : GALVESTON

Part I

Lease No.	Lease Name	Lessee Name	Eff date	Recording Book/Page/File	Net Acres
21330001	BALLINGER MILLS ESTATE	ALAN C PRIGGE & ASSOCIATES	10/13/1997	9745943	80.0000
21330002A	CHARLES ROBERT SKARKE SR	ALAN C PRIGGE & ASSOCIATES	10/08/1997	9745946	29.0925
21330002B	VIRGINIA NELSON TOOMBS	ALAN C PRIGGE & ASSOCIATES	10/08/1997	9745947	29.0925
21330003A	HAL D HERBELIN SR	ALAN C PRIGGE & ASSOCIATES	10/24/1997	9748948	0.4889
21330003AA	GINA MOORE HOWARD	ALAN C PRIGGE & ASSOCIATES	06/03/1999	9945253	0.0117
21330003AB	MARY T GAINS	ALAN C PRIGGE & ASSOCIATES	03/15/2000	014520658	7.9098
21330003AC	LOLA T BAHAN	ALAN C PRIGGE & ASSOCIATES	03/15/2000	014520656	7.9098
21330003B	LOUIS V CIACCIO ET AL	ALAN C PRIGGE & ASSOCIATES	10/24/1997	9803511	9.0000
21330003C	ALFRED J KELLY	ALAN C PRIGGE & ASSOCIATES	10/24/1997	9803513	0.4889
21330003D	SALVADORE CIACCIO	ALAN C PRIGGE & ASSOCIATES	10/24/1997	9803512	1.0000
21330003E	LINDA S BROWN	ALAN C PRIGGE & ASSOCIATES	01/06/1998	9807476	0.1574
21330003F	MARIE C KOHLEFFEL	ALAN C PRIGGE & ASSOCIATES	10/24/1997	9811601	1.0000
21330003G	PHILLIP B MOORE TRUST	ALAN C PRIGGE & ASSOCIATES	01/08/1998	9809931	0.0815
21330003H	RUEY K ARBUCKLE	ALAN C PRIGGE & ASSOCIATES	01/08/1998	9809932	0.1049
21330003I	JOSEPH & WILMA HERBELIN TRUST	ALAN C PRIGGE & ASSOCIATES	01/05/1998	9809933	0.9444
21330003J	LAURA MOORE IGO	ALAN C PRIGGE & ASSOCIATES	01/08/1998	9811602	0.0117
21330003K	LISA MOORE SHAABAN	ALAN C PRIGGE & ASSOCIATES	01/08/1998	9813539	0.0117
21330003L	CHRISTINE S FOX	ALAN C PRIGGE & ASSOCIATES	01/06/1998	9813540	0.1574
21330003M	ADELE M ROBERTS	ALAN C PRIGGE & ASSOCIATES	01/06/1998	9813541	0.9444
21330003O	FRANCIS J HERBELIN II	ALAN C PRIGGE & ASSOCIATES	10/24/1997	9811604	0.4889
21330003P	JOHN TIMOTHY MACFERRIN	ALAN C PRIGGE & ASSOCIATES	01/05/1998	9820481	0.6296
21330003R	LILLIAN M MCKIBBEN TRUST	ALAN C PRIGGE & ASSOCIATES	01/07/1998	9823576	0.4722
21330003S	MICHAEL J MOORE	ALAN C PRIGGE & ASSOCIATES	01/08/1998	9820482	0.0117
21330003T	CYRIL J KELLY JR	ALAN C PRIGGE & ASSOCIATES	05/12/1998	9827861	0.4722
21330003U	RANDA E MOORE	ALAN C PRIGGE & ASSOCIATES	01/08/1998	9827860	0.0117
21330003V	PATRICK A MOORE	ALAN C PRIGGE & ASSOCIATES	01/08/1998	9838217	0.0117
21330003W	ALEXANDER R MOORE	ALAN C PRIGGE & ASSOCIATES	05/14/1998	9838218	0.0117
21330003X	WILLIAM TIMOTHY MOORE ESTATE	ALAN C PRIGGE & ASSOCIATES	05/12/1998	9838219	0.0117
21330003Y	RENICE K FARLEY	ALAN C PRIGGE & ASSOCIATES	06/07/1999	9931109	0.1049
21330003Z	GEORGIA B CIACCIO	ALAN C PRIGGE & ASSOCIATES	06/10/1999	9936028	3.0000
21330004	COUNTY OF GALVESTON	ALAN C PRIGGE & ASSOCIATES	06/22/1998	9832231	2.3075

Part II

Contract No.	Contract Name	Contract Type
2133ASF001	DAVIS/IPP ET AL	ASSIGNMENT
2133ASF002	DAVIS/IPP ET AL	ASSIGNMENT
2133EXP01	DAVIS/IPP EXP 99/11/01	EXPLORATION AGREEMENT
2133JOA01	DAVIS/IPP JOA 99/11/01	JOINT OPERATING AGREEMENT
2133LAG01	DAVIS/MARTIN 97/09/19	LETTER AGREEMENT

Area : Offshore
State : LA

Prospect Name : EUGENE ISLAND 300 - T3D
Prospect No. : LA-2172
County : OFFSHORE - LOUISIANA

Part I

Lease No.	Lease Name	Lessee Name	Eff date Recording Book/Page/File	Net Acres
21720001	USA OCS G 17991	SAMEDAN OIL CORPORATION SPINNAKER EXPLORATION CO LLC	08/01/1997	1156.2500

Part II

Contract No.	Contract Name	Contract Type
2172FOA01	SAM&SPIN/IPP FOA 10/01/00	FARM-OUT AGREEMENT
2172OPR01	O'BRIEN'S OPS OPR 99/6/1	OPERATIONS AGREEMENT

Prospect Name : TEXAS OFFSHORE VENTURES - T3D
 Prospect No. : USA-1905
 County : VARIOUS

Contract No.	Contract Name
1905AMI02	WC 472 AMI 95/05/04
1905AMI03	WC 479 AMI 95/05/04
1905AMI05	GA 297 AMI 95/10/05
1905AMI08	HI 98 AMI 96/11/01
1905AMI09	HI 108 AMI 95/09/06
1905AMI10	WC 427 AMI 96/03/26
1905AMI11	SS 262 AMI 96/03/26
1905AMI12	VR 187 AMI 96/03/26
1905AMI14	EC 142 AMI 96/03/26
1905AMI15	ST 204 AMI 96/03/26
1905AMI16	GA 279 AMI 96/03/26
1905AMI17	ST 160 AMI 96/03/26
1905AMI18	HI 94 AMI 96/08/22
1905AMI19	HI 106 AMI 96/08/22
1905AMI20	HI SA A-545 AMI 96/08/22
1905AMI21	HI EA SE 364 AMI 96/08
1905AMI22	GA 358 AMI 96/08/22
1905AMI26	BA 378 AMI 96/09/05
1905AMI27	EI SA 374 AMI 97/02/05
1905AMI28	EI SA 278 AMI 97/02/05
1905AMI29	EI SA 318 AMI 97/02/05
1905AMI33	VR SA 303 AMI 97/02/05
1905AMI36	GA 418 AMI 97/08/06
1905AMI37	ST 221 AMI 97/08/06
1905AMI38	GA 283 AMI 97/08/06
1905AMI39	GA 257 AMI 97/08/06
1905AMI40	BA 396 AMI 97/08/06
1905AMI41	HI A-4 AMI 97/08/06
1905AMI42	HI 200 AMI 97/08/06
1905AMI44	EC 87 AMI 98/02/19
1905AMI46	VR 83 AMI 98/02/19
1905AMI47	ST 217 AMI 98/02/19
1905AMI48	ST 198 AMI 98/05/15
1905AMI49	ST 233 AMI 98/05/15
1905AMI51	ST 235 AMI 98/05/15
1905AMI52	HI A-64 AMI 96/08/22
1905AMI53	GA 422 [IPP OPTED OUT]
1905AMI54	HI 89S [IPP OPTED OUT]
1905AMI55	ST TREND AMI 98/03/09
1905AMI56	GI 109 AMI 99/02/09
1905AMI59	GA 392 AMI 99/06/29
1905AMI60	GA 210 AMI 99/06/29
1905AMI61	EI 300 AMI 99/11/05
1905AMI62	ST SA 293 AMI 99/11/05
1905AMI63	VR 241 AMI 99/11/05
1905AMI64	SMI 166 AMI 00/02/15

1905AMI65	ST 254 AMI 00/02/15
1905AMI66	ST 306 AMI 00/02/15
1905AMI67	VR SA 331 AMI 00/02/15
1905AMI68	VR 353 AMI 00/02/15
1905AMI71	EC 78 AMI 00/04/06
1905AMI72	SMI 156 AMI 00/04/06
1905AMI73	GA 386 AMI 00/07/13
1905AMI74	HI 233 AMI 00/07/13
1905AMI75	VR SA 310 AMI 00/09/13
1905EXP01	TEX 3-D LP EXP 95/04/01
1905LA01	ARO/HEI ETAL LA 99/06/30
1905LA02	ARO/IPP ETAL LA 99/06/30
1905PRT01	TX 3D LP PRT 95/04/01
1905PRT02	TEXCO/IPP PRT 95/11/16
1905PRT03	IPP/SNAPP CONTRACT 97/12
1905PRT04	DUKE/IPP ETAL PRT 99/10/1
1905SEI01	SEITEL/HED SEI 94/12/23

Prospect Name : EL-CAN PROGRAM
 Prospect No. : LA-2158
 County : OFFSHORE - LOUISIANA

Contract No.	Contract Name
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2158DVA01	IPP/ANDEX DVA 2000/5/01

Inst # 2001-08845

20 of 20 03/13/2001-08845
 11:59 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 044 HEL 318.53