# 20040213000075320 Pg 1/8 272.85 Shelby Cnty Judge of Probate, AL 02/13/2004 10:20:00 FILED/CERTIFIED

# MINERAL DEED AND 02/13 ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

This Mineral Deed and Assignment of Overriding Royalty Interests (this "Deed") is executed as of the Effective Time from Toreador Resources Corporation (formerly Toreador Royalty Corporation) and Tormin, Inc., both of which are Delaware corporations, whose address is 4809 Cole Avenue, Suite 108, Dallas, Texas 75205 ("Grantors"), to Black Stone Acquisitions Partners I, L.P., a Delaware limited partnership, ("Grantee"), whose address is 1001 Fannin, Suite 2020, Houston, Harris County, Texas 77002. This Deed is executed pursuant to and subject to all of the terms and conditions of that certain Agreement for Purchase and Sale dated December 17, 2003, by and among Grantors and Grantee (the "PSA"). Any conflict between the terms and conditions of this Deed and the terms and conditions of the PSA shall be resolved in favor of the terms and conditions of the PSA.

# ARTICLE I Definitions

The following terms shall have the meanings assigned:

"Effective Time" means 12:01 a.m. local time on January 1, 2004.

"Assets" means all right, title and interest of Grantors in and to the following (other than and excluding the Excluded Assets):

- all fee mineral interests, royalty interests, non-participating royalty interests, overriding royalty interests, production payments, net profits interests, and any other non-cost bearing oil and gas or other minerals assets owned by a Grantor, including, without limitation, all oil, liquid hydrocarbons, gas and their respective constituent products, and any other minerals, including sulfur and coal seam gas, carbon dioxide, helium and other gases (whether or not produced in association with oil and gas) industrial minerals, precious and semi-precious gems and minerals, lead, zinc, copper, coal, lignite, peat, potassium (regardless of the method used to mine and remove the same and regardless of the effect of such mining and removal upon the surface estate, including the destruction thereof), phosphate, iron ore, sodium, salt, uranium, thorium, and other fissionable materials, molybdenum, vanadium, titanium, rubleilmenite, leucoxene, zircon, monazite, gold, silver, bauxite, limestone, granite, saprolite, kaolin (and other forms of clay), scoria, caliché, sand, gravel, aggregate and other mined or quarried stone, bedrock, and other rock materials (regardless of the method used to quarry, mine or remove same), geothermal energy (including entrained methane, hydrostatic pressure and thermal energy) and all other substances and ore deposits of any kind or character, whether solid, liquid or gaseous (all such substances are defined for purposes of this Deed as "Minerals") and all royalty interests in the same, in, on and under all lands in the United States, including, without limitation those lands described in Exhibit A attached hereto (collectively, the "Lands") (a Grantor's right, title and interest in and to the Minerals in, on and under each tract of Land and royalty and overriding royalty interests in the same being herein called a "Mineral Interest" and in, on and under all such Lands being herein collectively called the "Mineral Interests");
- (b) to the extent it is within the power and authority of Grantors to so grant (i) the right of ingress and egress, at all times for the purpose of exploring and drilling for Minerals, and operating and producing Minerals from the Lands and removing the same therefrom, and of laying pipelines, storing oil, building tanks, processing and treating plants and facilities, power stations, telephone lines, roads and other structures necessary to produce, save, care for, treat, store, compress, process, and transport said products, and (ii) all rights with respect to the use and occupation of the surface of the Lands and the subsurface depths under the Lands; and (iii) the right of ingress and egress across the Lands.
- (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 Minerals from such pool or unit allocated to any such Mineral Interest;
- (d) all contracts, agreements, oil and gas or other Mineral leases and other arrangements, to the extent the same relate to the Mineral Interests (the "Contracts");
- (e) all executive rights, including the right to execute leases, to the extent such executive rights relate to the Mineral Interests (the "Executive Rights");
- (f) all oil, gas and mineral leases and leasehold estates in the State of Arkansas assigned and conveyed to Toreador Royalty Corporation by Conoco, Inc.;

- (g) any and all proceeds and revenues attributable to the Assets on or after the Effective Time, including, without limitation, proceeds and revenues attributable to production and leasing activities relating to the Assets on or after the Effective Time, and paid in the ordinary course of business after the Effective Time, and revenues from the settlement of contract disputes with lessees, purchasers or transporters of oil or gas or other Minerals or byproducts produced from the Mineral Interests, including without limitation, settlement of take or pay disputes, insofar as such proceeds and revenues are attributable to periods of time on or after the Effective Time;
- (h) all of Sellers' interests in the Clyde Q. Sheeley Well and the J.T. Hamilton Well No. 1 located in Oktibbeha County, Mississippi, and in the oil and gas produced therefrom.

#### "Excluded Assets" means:

- (a) any refund of costs, taxes or other expenses borne by a Grantor or its predecessors in title attributable to the period prior to the Effective Time;
- (b) any and all proceeds and revenues attributable to the Assets and payable to a Grantor, including, without limitation, proceeds and revenues attributable to production and leasing activities, relating to the Assets prior to the Effective Time, regardless when paid;
- (c) any and all proceeds and revenues payable to Grantors under Contracts, including, without limitation, from the settlement of contract disputes with lessees, purchasers or transporters of oil and gas or other Minerals or byproducts produced from the Mineral Interests, including, without limitation, settlement of take or pay disputes, insofar as such proceeds are attributable to periods of time prior to the Effective Time;
- (d) any and all leasehold interests, operating, working or other cost-bearing interests, other than and excluding (i) all of Sellers' interests in the Clyde Q. Sheeley Well and the J.T. Hamilton Well No. 1 located in Oktibbeha County, Mississippi, and in the oil and gas produced therefrom; and (ii) all leasehold interests in the State of Arkansas assigned and conveyed by Conoco, Inc. to Toreador Royalty Corporation;

# ARTICLE II Grant

Section 2.01. Grant. Grantors, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the Permitted Encumbrances (as such term is defined in the PSA), has GRANTED, BARGAINED, SOLD, ASSIGNED and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL, ASSIGN and CONVEY unto Grantee, its successors and assigns, the Assets, SAVE AND EXCEPT, and Grantors hereby exclude the Excluded Assets herefrom:

Section 2.02. <u>Habendum</u>. To have and to hold the above-described Assets unto Grantee, its successors and assigns, forever. Except as otherwise expressly provided herein, this Deed is made without warranty of any kind, expressed, implied, statutory, or otherwise, except as to claims arising by, through or under Grantors, and all warranties that might arise by statute or by common law are expressly disclaimed and excluded.

Without in any way limiting the foregoing, Grantee hereby accepts the Assets covered by this Deed, subject to the Permitted Encumbrances (as such term is defined in the PSA).

### ARTICLE III Miscellaneous

Section 3.01 <u>Further Assurances</u>. So long as authorized by applicable law to do so, Grantors will do, execute, acknowledge, and deliver all further acts, conveyances, notices, releases or other instruments, as may be reasonably necessary or appropriate to fully assure Grantee, its successors and assigns, all of their respective rights, titles, interests, estates, remedies, powers, and privileges granted, conveyed, and transferred by this Deed, or purported so to be.

Section 3.02 <u>Taxes</u>. Grantors shall be responsible for the payment of taxes and assessments relating to the Assets which accrue prior to the Effective Time. Grantee shall be responsible for the payment of taxes and assessments relating to the Assets which accrue on and after the Effective Time.

Section 3.03 <u>Successors and Assigns</u>. All of the terms and provisions of this Deed shall extend to, be binding upon, and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, representatives, successors, and assigns.

Section 3.04 <u>Subject to Existing Options and Leases</u>. This Deed is made subject to any valid and subsisting document relating to the Mineral Interests as set forth in the PSA.

Section 3.05 <u>Subject to Existing Agreements.</u> Insofar as this Deed covers properties and interests described in and covered by the Assignment and Bill of Sale from Conoco, Inc. to Toreador Royalty Corporation dated effective August 1, 1999, this Deed is made expressly subject to such Assignment and Bill of Sale.

IN WITNESS WHEREOF, the parties have caused this Deed to be duly executed on the date in the acknowledgments appended hereto, but effective for all purposes as of the Effective Time. The Deed may be executed in multiple original counterparts (all such counterparts shall constitute but one and the same Deed, except that (a) to facilitate recordation, certain counterparts hereof may include only that portion of the foregoing referenced Exhibit which contain descriptions of the Assets located in (or otherwise subject to the recording or filing requirements and/or protections of the recording or filing acts or regulations of) the recording jurisdiction in which the particular counterpart is to be recorded, and other portions of the Exhibit shall be included in such counterparts by reference only, (b) only those counterparts hereof being retained by Grantors and Grantee or otherwise containing counterpart descriptions of the Assets located in (or otherwise subject to recording or filing requirements and/or otherwise subject to recording or filing requirements and/or protections of the recording or filing acts or regulations of) the State of Louisiana are executed by Grantee, (c) the execution of this Deed by Grantors may not be witnessed on these counterparts hereof containing descriptions of Assets located in states where witnesses are not required by applicable law, and (d) the execution of this Deed by Grantors may not be attested on those counterparts hereof containing Assets in states where attestation is not required and/or encouraged by applicable law. Complete copies of this Deed containing all of the foregoing referenced Exhibit will be retained by Grantors and Grantee.

#### **GRANTORS**

TOREADOR RESOURCES CORPORATION

Name: G. T. Graves III

Title: President and Chief Executive Officer

TORMIN, INC.

Name: G. T. Graves III

Title: President and Chief Executive Officer

## GRANTEE

BLACK STONE ACQUISITIONS PARTNERS I, L.P.

By: BSAPI GP, L.L.C.

General Partner

Name: J. A. Mills

Title: Vice President - Operations

#### **ACKNOWLEDGEMENT**

STATE OF TEXAS **COUNTY OF DALLAS** 

Before me, the undersigned, a notary Public in and for said County and State, on this day personally appeared G. T. Graves, known to me to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said TOREADOR RESOURCES CORPORATION, a Delaware corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this the 13% day of

My Commission Expires:

STATE OF TEXAS

STATE OF TEXAS

**COUNTY OF DALLAS** 

CRISTI M. PALACIOS Notary Public, State of Texas My Commission Expires January 24, 2007

Before me, the undersigned, a notary Public in and for said County and State, on this day personally appeared G. T. Graves, known to me to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said TORMIN, INC., a Delaware corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this the

My Commission Expires:

STATE OF TEXAS

STATE OF TEXAS

**COUNTY OF DALLAS** 

CRISTI M. PALACIOS Notary Public, State of Texas My Commission Expires January 24, 2007

Before me, the undersigned, a notary Public in and for said County and State, on this day personally appeared J. A. Mills, known to me to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said BSAPI GP, L.L.C., general partner of Black Stone Acquisitions Partners I, L.P., a Delaware limited partnership, and that he executed the same as the act of such partnership for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this the 14th day of January, 2004.

My Commission Expires:

NOTARYPUBLIC STATE OF TEXAS

Prepared by:

Toreador Resources Corporation 4809 Cole Ave, Suite 108 Dallas, Texas 75205 H. R. Sanders, Vice President - Land (214) 559-3933

ELIZABETH A. SMITH NOTARY PUBLIC, STATE OF TEXAS & MY COMMISSION EXPIRES FEB. 1, 2006

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#### Exhibit "A"

## SHELBY COUNTY, ALABAMA

An undivided one-half mineral interest in and to the following described lands: The W½ of SE¼ of Section 36, Township 21 South, Range 3 West, containing 80 acres, more or less.

An undivided one-half mineral interest in and to the following described lands: SW¼ of SE¼, Section 22; 27 acres on the East side of NE¼ of NW¼, Section 27; W½ of NE¼, Section 27, all in Township 18 South, Range 2 East.

An undivided one-half mineral interest in and to the following described lands: The NE% of NE%, and all of the NW% of NE%, except 5.9 acres heretofore conveyed to E. L. Crumpton which is more particularly described as beginning at the Northwest corner of the NW% of NE% of Section 34, Township 21 South, Range 1 East, running thence South 15 rods to a wet weather branch, thence up said branch in an Easterly direction to the Section line between Sections 27 and 34, thence due West along the section line to the point of beginning. Also all of the NE% of NW%, except 1 9/10 acres heretofore conveyed to W. B. Crumpton, the same being described as follows: Beginning at the Northwest corner of the NE% of NW% of Section 34, Township 21 South, Range 1 East, thence running due South 19% rods to a ditch, thence along said ditch in an Easterly direction 8 rods, thence along ditch in a Northeasterly direction 26% rods, thence due West 22% rods to the point of beginning. All above described land in Section 34, Township 21 South, Range 1 East, and containing 113 acres, more or less; all situated in Shelby County, Alabama.

An undivided one-half mineral interest in and to the following described lands: SE% of SW%, Section 22, Township 21 South, Range 1 East.

An undivided one-half mineral interest in and to the following described lands: Starting at the corner of a yard fence at the Southeast corner and running East of North along a plank fence to the Dan Avery lot, thence Northwest to the old schoolhouse lot, thence West of South with the road to the corner of plank fence at the sawdust pile, thence along said fence to the starting point and containing 2 acres, more or less and being a part of NW¼ of NW¼ of Section 14, Township 18 South, Range 1 East.

An undivided one-half mineral interest in and to the following described lands: The E½ of NW¼ of Section 28, Township 19 South, Range 1 East, all situated in Shelby County, Alabama.

An undivided one-half mineral interest in and to the following described lands: SE% of SW% and E% of NE% of SW% of Section 7, and E% of NW% of Section 18, all in Township 20 South, Range 1 East.

An undivided one-half mineral interest in and to the following described lands: E½ of SE¼, Section 13, E½ of NE¼; 5 acres in triangular form in Southeast corner of SW¼ of NE¼, Section 24,

described as beginning at a point on East boundary line of said SW% of NE% 140 yards, South of Northeast corner of said 40, thence run

in a Southwesterly direction 270 yards to a point, thence in a Southeasterly direction 170 yards to Southeast corner of said 40, thence North to point of beginning, all in Township 18 South, Range 2 East.

An undivided one-half mineral interest in and to the following described lands: NE¼ of NW¼; 27 acres in the NW¼ of NE¼, more particularly described as follows: Beginning at the Northwest corner of the NW¼ of NE¼, thence South 2° 45' East 1335 feet, thence North 88° 10' East 899.3 feet, thence North 9° 50' West 58.8 feet, thence North 2° 45' West 1261.2 feet, thence South 88° 45' West 901.3 feet to beginning, all of the above being in Section 20, Township 22 South, Range 2 West.

An undivided one-half mineral interest in and to the following described lands: The NW% of the SW% and 26 2/3 acres on the North side of SW% of the SW% of Section 33, Township 21 South, Range 1 East, Shelby County, Alabama. The above described land is subject to a 100 foot right of way heretofore granted to the Alabama Power Company under date of April 25, 1922, said right of way being across the lands in Section 33, Township 21 South, Range 1 East.

An undivided one-half mineral interest in and to the following described lands: SW% of SW%; E% of SW%; SE% of NW%, all in Section 1, Township 20 South, Range 2 East, subject to an outstanding right of way easement in favor of the Alabama Power Company, and less and except right of way heretofore granted for highway.

An undivided one-half mineral interest in and to the following described lands: E½, less N½ of NW¼ of NE¼; E½ of SW¼; SE¼ of NW¼, Section 34; W½ of NW¼; NE¼ of NW¼; SW¼ of SW¼, Section 35, all in Township 17 South, Range 1 East, NW¼; W½ of NE¼, Section 2, NE¼ of NE¼, Section 3, all in Township 18 South, Range 1 East, subject to rights of way for public road and telephone line.

An undivided one-half mineral interest in and to the following described lands: NW¼ of NE¼; all that part of the NE¼ of NE¼ described as follows: Start at the Northwest corner of the NE¼ of NE¼, run thence South 440 yards, thence East 30 yards, thence Northwest to starting point, all in Section 4, Township 20 South, Range 1 East.

An undivided one-half mineral interest in and to the following described lands: 40 acres of land off of the North side of the following tract of land: W½ of NW¼; W½ of E½ of NW¼, Section 2, Township 24 North, Range 14 East, subject to right of way for public road.

An undivided one-half mineral interest in and to the following

described lands: SW¼ of SW¼, Section 7, W¾ of NW¼ of Section 18; NW% of SW% of Section 18, all in Township 22 South, Range 1 West, SE% of SE% of Section 12, and the E% of the NE% of Section 13; NW% of NE% of Section 13, except 3 acres in the Northwest corner, thereof; being 3 acres long East and West and 1 acre wide North and South; 2 acres in the SW% of the NE% of Section 13, beginning at -the Northeast corner of said 40 acre tract and running South the width of 1 acre square, thence West the distance of 2 acres or 140 yards, thence North the distance of 1 acre, or 70 yards, thence East the distance of 2 acres or 140 yards, to the place of beginning. 17.5 acres, more or less, situated in the SW% of SE% of Section 12, lying East and South of the Southern Railroad, more particularly described as follows: Commencing at the Southeast corner of the SW% of the SE% of said Section 12, thence North 440 yards to the Northeast corner of said quarter section, thence West 139 yards to the right of way of the Southern Railroad, thence in a Southwesterly direction along the right of way of said railroad, 266 yards to the "Add Harvill" tract of land, being a 10 acre lot in the same 1/4 Section, thence along Add Harvill lot at right angles to said railroad, 403 2/3 yards to a point where said line intersects the South boundary line of Section 12, thence East along said Section line to the point of beginning, being about 15 feet from the point of intersection to the point of beginning, containing 17.5 acres, all that part of the NE% of NW% lying Southeast of the Southern Railroad except 5 acres owned by Will Jones, known as William Jones, and which was conveyed to said Jones by J. S. Collum, consisting of 8 acres, more or less and all of which said land is situated in Township 22 South, Range 2 West, Shelby County, Alabama, all of above and foregoing land consisting of 344.5 acres, more or less.

An undivided one-half mineral interest in and to the following described lands: The SE¼ of SW¼ and the SW¼ of SW¼ of Section 10, and the NW¼ of NW¼, and the E½ of NW¼ of Section 15, all in Township 20 South, Range 1 West.

An undivided one-half mineral interest in and to the following described lands: NW¼ of the NE¼, Section 11; W½ of SE¼ of Section 2, all in Township 24 North, Range 13 East.

An undivided one-half mineral interest in and to the following described lands: N% of the NE%, Section 20, Township 19 South, Range 2 East, less and except all that part thereof lying Northeast of the public road.

An undivided one-half mineral interest in and to the following described lands: The NE¼ of the NE¼, Section 22, and the E½ of the SE¼ of the SE¼ of Section 15; all in Township 20 South, Range 1 West, containing in all 60 acres, more or less.

An undivided one-half mineral interest in and to the following described lands: SE% of the NW% and the N% of the N% of the NE% of the SW%, Section 4, Township 21 South, Range 1 East, subject to right of way for public road.

An undivided one-half mineral interest in and to the following described lands: All of the NW% of Section 20, Township 20 South, Range 2 East, except that part lying East of Yellow Leaf Creek,

being about 3 acres near the Southeast corner or said quarter section.

An undivided one-half mineral interest in and to the following described lands: S% of the NW%; NW% of NW%; and 10 acres off South side of NE% of NW%, South of Yellow Leaf Creek, all in Section 29; W% of NW% of NE%, Section 19, all in Township 20 South, Range 2 East, subject to right of way for public road.

An undivided one-half mineral interest in and to the following described lands: S% of NE%, Section 19, Township 20 South, Range 2 East, NW% of the SW%, Section 20, Township 20 South, Range 2 East and all that portion of the NE% of the SW% lying West of Yellow Leaf Creek, and all that portion of the SW% of SW% lying West of Yellow Leaf Creek, Section 20; all in Township 20 South, Range 2 East.

An undivided one-half mineral interest in and to the following described lands: W% of NE% of SW%; SE% of SW%; SW% of SE%, Section 11, Township 22 South, Range 3 West.

An undivided one-half mineral interest in and to the following described lands: The S½ of SE¼ and 10 acres on the South side of the NE¼ of SE¼ of Section 4; the W½ of NE¼ and SE¼ of NW¼ of Section 9, all in Township 24 North, Range 13 East.

An undivided one-half mineral interest in and to the following described lands: A part of the SW1/4 of the NE1/4 of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Begin at the Southeast corner of the SW% of the NE% of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama; thence run West along the South line of said quarter-quarter for a distance of 872.44 feet to a point on the East right of way line of an existing road; thence turn an angle to the right of 88° 41' 52 1/2", and run in a Northerly direction along the East right of way line of said road for a distance of 382.20 feet; thence turn an angle to the right of 91° 18' 07 1/2", and run in an Easterly direction for a distance of 300 feet; thence turn an angle to the right of 88° 41' 52 1/2", and run in a Southerly direction for 75.00 feet; thence turn an angle to the left of  $88^{\circ}$  41' 52 1/2", and run in an Easterly direction for a distance of 497.10 feet to a point on the Southwest right of way line of the Alabama Power Company right of way; thence turn an angle to the right of 65° 08' 12 1/2", and run in a Southeasterly direction along the Southwesterly right of way line of the Alabama Power Company right of way for a distance of 188.20 feet to the East line of said quarter-quarter; thence turn an angle to the right of 23° 31' 20", and run in a Southerly direction along the East line of said quarter-quarter for a distance of 136.40 feet to the point of beginning. Site contains 6.5 acres; a 20 foot easement is reserved along the Southwest right of way line of the Alabama Power Company right of way and North of the Buck Creek Outfall Sewer, and South of the North property line.

Shelby County Gross Acres: 3,639 Net Acres: 1,819