

FILED

JN:rv
7/01/88

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

JUL - 8 1988

Jack C. Silver, Clerk
U.S. DISTRICT COURT

SANDRA GALE CAMPBELL,)	
)	
Plaintiff,)	
)	
vs.)	No. 88-C-570-E
)	
J.C. PENNEY CO., INC.,)	
)	
Defendant.)	

NOTICE OF DISMISSAL

COMES NOW, the Plaintiff and dismisses the instant cause pursuant to Rule 41(2) of the Federal Rules of Civil Procedure. The Defendant has not filed an Answer or Motion for Summary Judgment.



 JEFF NIX, OBA #6688
 Attorney for Plaintiff
 P.O. Box 3267
 Tulsa, Oklahoma 74101
 (918) 582-9181

CERTIFICATE OF SERVICE

I, Jeff Nix, Attorney for Plaintiff, do hereby certify that on the 8 day of July, 1988, a true and correct copy of the above and foregoing Notice of Dismissal was mailed to the Defendant, J.C. Penney Co., Inc., c/o Corporation Company, 735 First National Building, Oklahoma City, Oklahoma 73102, with sufficient postage thereon fully prepaid.



 JEFF NIX, OBA #3458

JN:rv
7/01/88

F I L E D

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

JUL - 8 1988

Jack C. Silver, Clerk
U.S. DISTRICT COURT

MYRON J. PFEIFFER, JR.)
)
Plaintiff,)
)
vs.)
)
TRANSOK, INC.,)
)
Defendant.)

No. 88-C-487-E

NOTICE OF DISMISSAL

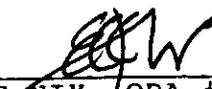
COMES NOW, the Plaintiff and dismisses the instant cause pursuant to Rule 41(2) of the Federal Rules of Civil Procedure. The Defendant has not filed an Answer or Motion for Summary Judgment.



JEFF NIX, OBA #6688
Attorney for Plaintiff
P.O. Box 3267
Tulsa, Oklahoma 74101
(918) 582-9181

CERTIFICATE OF SERVICE

I, Jeff Nix, Attorney for Plaintiff, do hereby certify that on the 8 day of July, 1988, a true and correct copy of the above and foregoing Notice of Dismissal was mailed to the Defendant, Paula J. Quillin, P.O. Box 3008, Tulsa, Oklahoma 74101, with sufficient postage thereon fully prepaid.



JEFF NIX, OBA #3458

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA JUL - 7 1988

Jack C. Silver, Clerk
U.S. DISTRICT COURT

DANIEL MCGEE and IMOGENE
M. MCGEE, husband and wife,

Plaintiffs,

vs.

JERRY PAUL ROLLINS and
JACK P. ROLLINS,

Defendants.

Case No. 87-C-983-B

NOTICE OF DISMISSAL

COME NOW the Plaintiffs, Daniel McGee and Imogene M. McGee, and pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, dismiss without prejudice all causes of action in their complaint. Said dismissal is filed without prejudice since Defendants have not served an answer to any of these causes of action filed by Plaintiffs in their complaint.

Dated this 7th day of July, 1988.

MORRIS AND MORRIS

By: Greg A. Morris

Greg A. Morris
Oklahoma Bar Number 10540
201 West Fifth
Suite 520
Tulsa, Oklahoma 74103
918-587-5514

Attorney for Plaintiffs

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

F I L E D

JUL 27 1988

Jack C. Silver, Clerk
U.S. DISTRICT COURT

BERNARD SMITH,)
)
 Plaintiff,)
)
 vs.)
)
 CIGNA INSURANCE CO.,)
)
 Defendant.)

No. 87-C-946-C

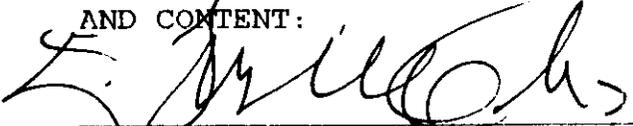
**ORDER OF
DISMISSAL WITH PREJUDICE**

Now on this 20th day of June, 1988, this matter comes on for hearing before the below-signed Judge and the Court being fully advised that this case is settled and upon motion of all parties does hereby dismiss this case with prejudice.

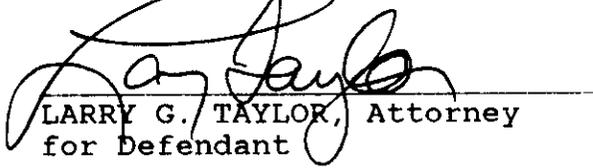
(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM
AND CONTENT:



E. TERRILL CORLEY, Attorney
for Plaintiff



LARRY G. TAYLOR, Attorney
for Defendant

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

WHAM, an Oklahoma general
partnership,

Plaintiff,

v.

FINA OIL AND CHEMICAL COMPANY,
a Delaware corporation,

Defendant,

v.

OAKLAND PETROLEUM OPERATING
COMPANY, INC.,

Additional Party
to Counterclaim.

Case No. 86-C-818-8

FILED

JUL - 5 1988

Jack C. Silver, Clerk
U. S. DISTRICT COURT

JUDGMENT

On April 29, 1988, the Court entered its Findings Of Fact And Conclusions Of Law in this case, which are incorporated by reference herein. The Court has been advised by the parties that no appeal will be taken from this Judgment and that the parties have reached an agreement on the implementation of the Court's Findings and Conclusions which they have asked the Court to incorporate into the terms of this Judgment. Accordingly, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. The Defendant, Fina Oil and Chemical Company ("Fina"), shall, as applicable, assign or convey, or cause to be assigned or conveyed, to the Plaintiff, WHAM, effective January 1, 1985,

all of its right, title and interest in and to the producing properties as described by "Lease Name," "Lease No." and "Property Description" on the Exhibits attached hereto (Defendant's Trial Exhibits 18, 19 and 20), including all Fina's reversionary interest attributable or relating thereto, and its interest in all wells, property and equipment located thereon. Where a producing formation or interval is set forth in the attached Exhibits in the column entitled "Fina Acres (Formation)," the assignment or conveyance will cover only that formation or interval. As to all entries on the attached Exhibits reflecting "Undetermined" or "No Interest" in the column entitled "Property Description," Fina shall assign or convey, or cause to be assigned or conveyed, to WHAM, effective January 1, 1985, all of its right, title and interest in and to the applicable proration units, for the "Lease Name" and "Lease No." described on such Exhibits, including all Fina's reversionary interest attributable or relating thereto, and its interest in all wells, property and equipment located thereon, and if such proration units cover only certain specified producing formations or intervals, the assignment or conveyance will cover only such formations or intervals.

2. WHAM shall pay to Fina interest in the amount of \$21,000.00 on the unpaid purchase price of \$429,000.00. Subject to the provisions of Paragraph 3 below, no further interest will be charged to either Fina or WHAM in connection with this Judgment.

3. The assignments or conveyances set forth above, and the resulting accounting will be accomplished as soon as practicable. Fina shall provide WHAM with an accounting of all revenue and expenses attributable to the properties subject to this Judgment from and after January 1, 1985, by property and by month and shall make available to WHAM in the offices of Fina in Dallas, Texas or Oklahoma City, Oklahoma the source documents in Fina's possession to support all accounting entries and shall assist WHAM in obtaining any source documents not in Fina's possession by requesting the party having such source documents to furnish a copy thereof to WHAM. Fina will use its best efforts to complete the accounting and prepare all assignments or conveyances by September 1, 1988, and all assignments or conveyances and accounting should be completed no later than December 1, 1988. Closing will occur on September 30, 1988 for all assignments or conveyances tendered to WHAM by September 1, 1988. The accounting information and assignments or conveyances relating to a subsequent closing shall be provided by Fina to WHAM for review not less than thirty (30) days prior to such closing date. Beginning on October 1, 1988, any net revenues held by Fina attributable to properties for which assignments or conveyances conforming to the terms of this Judgment have not been tendered by Fina to WHAM by September 1, 1988 will begin to accrue interest in favor of WHAM at the simple interest rate of 8% per annum. Such interest will cease to accrue on December 1, 1988 for

those properties for which assignments or conveyances conforming to the terms of this Judgment are tendered by Fina to WHAM by November 1, 1988, insofar as such interest relates to the net revenues attributable to the properties covered by the assignments or conveyances. Closing and accounting for all assignments or conveyances not tendered on September 1, 1988 will occur on December 1, 1988. The parties may by mutual agreement extend the December 1, 1988 closing date, and if such closing date is extended, interest shall continue to accrue in favor of WHAM until closing on those properties involved in such extended closing.

4. At a closing, WHAM shall tender the remaining unpaid balance of the purchase price attributable to the properties closed on, subject to the adjustments provided under paragraphs 5 and 6 and for items of revenue and expenses accounted for pursuant to paragraph 3 above, and the net amount due shall be paid to Fina or WHAM, as appropriate. At the first closing, WHAM shall, subject to the adjustments set forth herein, pay to Fina the \$21,000.00 in interest specified in paragraph 2 above and the costs specified in paragraph 7 below. After a closing, all revenue received by Fina and expenses billed to Fina relating to the properties included in such closing shall be promptly delivered to WHAM and WHAM shall promptly pay all such expenses.

5. In the event any property subject to this Judgment has been assigned or conveyed by Fina to a third party prior to

January 1, 1985, WHAM will receive credit against the unpaid purchase price in the amount equal to the amount determined by reference to the first sentence of the following paragraph.

6. If Fina advises WHAM that any property subject to this Judgment cannot be conveyed due to contractual restrictions existing prior to January 1, 1985, or if WHAM is not satisfied with title due to a condition existing prior to January 1, 1985, Fina may either cure title to WHAM's satisfaction or WHAM will receive credit against the purchase price in the amount set forth for that property in the handwritten column on Defendant's Trial Exhibits 24, 25 and 26, copies of which are attached hereto, or WHAM may waive the same and proceed to closing on such properties. With respect to any restriction on the properties subject to this Judgment, or assignments or conveyances or title defects thereon, arising after January 1, 1985, WHAM shall retain all its rights and remedies as a result thereof.

7. Costs are assessed against WHAM and in favor of Fina in the amount of \$2,435.89.

8. Upon receipt by Fina of a copy of written request from a third party to WHAM, Fina will execute and deliver to such third party or WHAM, as may be required, such documents as may be necessary to effectuate the transfer of the properties subject to this Judgment, and all rights relating thereto.

9. The terms and conditions of Plaintiff's Trial Exhibits 1, 2 and 3 shall remain in effect unless expressly modified by a provision herein.

10. WHAM and Fina shall each pay their own respective attorneys fees.

IT IS ORDERED, ADJUDGED, AND DECREED this 5th day of July, 1988.

A handwritten signature in cursive script, appearing to read "Thomas R. Brett", written over a horizontal line.

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE



SUMMARY
EXHIBIT A-II
EAST TEXAS PROPERTIES

<u>Lease Name</u> <u>(Lease No.)</u>	<u>(WHAM No.)</u>	<u>Property Description</u>	<u>Pine Acres</u> <u>(Formation)*</u>
1. CCVPU Logan Tract 011 (50 134350) (1)		T21W, R10W, Webster, LA Sec: 2: SW1/4NE1/4	40 (Pettie)
2. CV RA SU K John Adkins (50 166470) (2)		T21W, R11W, Webster, LA Sec: 24: SW1/4SW1/4; Sec. 25: NW1/4 and SW1/4NE1/4; Sec. 30: N1/2NW1/4 and NW1/4NE1/4	337.2 (Cotton Valley)
3. Johnson-Holmes Unit (50 468050) (3)		T14N, R16W, DeSoto, LA Sec. 28: N1/2NE1/4	70
4. Fowlodge (50 716670) (4)		T18S, R17W, Union, AR Sec. 21: SW1/4NW1/4	40
5. W L Stokes #2 (50 817370) (5)		See Exhibit A-1	82.76
6. V U "B" Stokes Unit #1 (50 817380) (6)		See Exhibit A-2	82.16 (Third Wilcox Sand or 10,000', which- ever is shallower)
7. Thompson B (50 841700) (7)		See Exhibit A-3	10
8. West Yantic Oae P1 (50 931350) (8)		Emme Bird 50 acre tract, Oscar Engledow Survey, Hopkins, TX	50
9. West Yantic Unit (50 931360) (9)		See Exhibit A-4	34.5
10. Arrington Unit #1 (80 052320) (10)		Undetermined	142.9
11. Pettie Burleson Q U #1 (80 117030) (11)		Undetermined	34.19 (Cotton Valley lim.)

SUMMARY
EXHIBIT A-II
EAST TEXAS PROPERTIES

<u>Lease Name</u> <u>(Lease No.)</u>	<u>(UHAM No.)</u>	<u>Property Description</u>	<u>Plm Acres</u> <u>(Formation)</u>
12. Burjeon-McBay O U #1 (80 117040)	(12)	Undetermined	74 (Cotton Valley Lime)
13. Calhour-Vall (80 124540)	(13)	T1N, R6E, Amite, MS Sec. 35: NE1/4SW1/4 and NW1/4SE1/4	80
14. Cayuga NW Rodessa Unit (80 132550)	(14)	See Exhibit A-5	700
15. Clemens Gas Unit (80 147410)	(15)	Undetermined	540.69
16. CV RA SU J (Pardee #2) (80 166450)	(16)	T21N, R11W, Webster, LA Sec. 26: NE1/4NE1/4	40 (Gray Sand)
17. CV RA SU K John Atkins (80 166470)	(17)	same as #2	same as #2
18. E Cot Valley U Tr- 61 & 76 (80 203990)	(18)	T21W, R9W, Webster, LA Sec. 8: NW1/4NW1/4	40 (Pettit)
19. Elkhart Dome-Gas Un (80 232850)	(19)	See Exhibit A-6	50
20. Ferguson Gas Unit #1 (80 278800)	(20)	Undetermined	100.5 (Cotton Valley Lime)
21. C P Foster (80 289660)	(21)	See Exhibit A-7	206
22. Pour States (80 290520)	(22)	See Exhibit A-8	40

SUMMARY
EXHIBIT A-II
EAST TEXAS PROPERTIES

	<u>Lease Name</u> <u>(Lease No.)</u>	<u>(WHAM No.)</u>	<u>Property Description</u>	<u>Final Acres</u> <u>(Formation)</u>
23.	Gray RA SU C-01 Inkcraft A (80 325510)	(23)	T21N, R11W, Webster, LA Sec. 23: SE1/4SE1/4	40 (L.D.C. OR 269-1)
24.	Gray RA SUJ (Pardee #1) (80 325530)	(24)	same as #16	same as #16 (L.D.C. OR 269-D-1)
25.	Gray RA SU K (M M Coker) (80 325540)	(25)	same as #2	same as #2 (L.D.C. or 269-C-1)
26.	O R Green Gas Unit #34-2 (80 326500)	(26)	T1N, R12W, Jasper, MS Sec. 27: SE1/4; Sec. 34: E1/2NE1/4	240 (Selma Chalk)
27.	Herrington Windham (80 358560)	(27)	T1N, R12W, Jasper, MS Sec. 35: SW1/4NW1/4	40 (Butaw)
28.	R L Holmes Unit #1 (80 371380)	(28)	T14W, R16W, Desoto, LA Sec. 27: SW1/4NE1/4	40
29.	Howard Sand Unit (80 374660)	(29)	T16N, R8E, Richland, LA Sec. 4: NW1/4NW1/4; Sec. 5: NE1/4NE1/4 T17W, R8E, Richland LA Sec. 32: E1/2SE1/4; Sec. 33: W1/2SW1/4 and SW1/4NE1/4	120
30.	Hughes (80 379700)	(30)	T16S, R27W, Miller, AR Sec. 16: S1/2NE1/4NE1/2 and S1/2NW1/4NE1/4	40 (S. to 3,491')
31.	South Huetread Unit #1 (80 383830)	(31)	See Exhibit A-9	100
32.	Indlar Rock Gas Unit #1 (80 422100)	(32)	See Exhibit A-10	688.22
33.	Indlar Rock Gas Unit #2 (80 422110)	(33)	Undetermined	531.81

SUMMARY
EXHIBIT A-11
EAST TEXAS PROPERTIES

<u>Lease Name</u> <u>(Lease No.)</u>	<u>(WHAM No.)</u>	<u>Property Description</u>	<u>Plat Area</u> <u>(Formation)</u>
34. Indian Rock Gas Unit #3 (80 422120)	(34)	Undetermined	649.01
35. Indian Rock Gas Unit #5 (80 422140)	(35)	Undetermined	Undetermined (Woodbine to 12,200')
36. Indian Rock Gas Unit #6 (80 422160)	(36)	Undetermined	653.03 (Woodbine to 12,030')
37. Indian Rock Gas Unit #7 (80 422170)	(37)	Undetermined	676.7 (Woodbine to 12,030')
38. Indian Rock Gas Unit #8 (80 422180)	(38)	Undetermined	633.27 (Woodbine to 12,200')
39. Indian Rock Gas Unit #9 (80 422190)	(39)	See Exhibit A-11	675.01
40. Indian Rock O U #10 W#1 (80 422200)	(40)	Undetermined	Undetermined (Woodbine to 12,200')
41. Indian Rock Gas Unit #11 (80 422210)	(41)	Undetermined	204.99 (Woodbine to 12,200')
42. James Jackson Gas Unit (80 454760)	(42)	See Exhibit A-12	697.48
43. Masonite McDonald (80 549650)	(43)	No Interest	-0-
44. Masonite McDonald A (80 549660)	(44)	TIM, R12S, Jasper, MS Sec. 35: S1/2NW1/4NE1/4 and NW1/4NW1/4NE1/4	30 (Tucaloosa)

SUMMARY
EXHIBIT A-II
EAST TEXAS PROPERTIES

<u>Lease Name</u> <u>(Lease No.)</u>	<u>(MHAM No.)</u>	<u>Property Description</u>	<u>Plm Acres</u> <u>(Formation)*</u>
45. K. Peck (Houston SU 1) (80 697140) (45)		T14W, R16W, DeSoto, LA Sec. 32: E1/2NW1/4, less 1 acre	79 (LDC OR 289)
46. Ray Reed (80 737630) (46)		T16S, R27W, Miller, AR Sec. 10: S1/2NE1/4NW1/4 and N1/2SE1/4SW1/4	40 (S to 3,491)
47. Sentry Gas Unit (80 780770) (47)		See Exhibit A-13	98.5 (S. to Smackover Base)
48. W H Sturgis #1 (80 820230) (48)		T17S, R27W, Miller, AR Sec. 17: SW1/4SE1/4	40 (Paluxy)
49. L P Thornton O U 35-9 (80 844050) (49)		Undetermined	24.5 (Selma Chalk)
50. U S A - Wm H Ashby (80 881210) (50)		T5N, R2E, Franklin, MS Sec. 10: S1/2NW1/4	80 (S. to 4,922)
51. Vanderbilt "A" (80 895930) (51)		T16S, R27W, Miller, AR Sec. 15: NE1/4NE1/4	40 (S. to 3,491)
52. J B Ward Gas Unit (80 922250) (52)		Undetermined	154
53. Warren Oil Unit (80 923500) (53)		Undetermined	Undetermined
54. West Yantle Gas Unit 4 (80 931440) (54)		Undetermined	22
55. Murtabaugh Un 5 Tr 3 (80 960250) (55)		T13N, R16W, DeSoto, LA Sec. 3: NE1/4NE1/4	40 (Pettit)

SUMMARY
EXHIBIT A-II
EAST TEXAS PROPERTIES

<u>Lease Name</u> <u>(Lease No.)</u>	<u>(UHAM No.)</u>	<u>Property Description</u>	<u>Pine Acres</u> <u>(Formation)</u>
56. W Yellow Creek Field UG (80 970770) (56)		T9N, R6W, Wayne, NS Sec. 13: S1/2NW1/4 and W1/2SW1/4SE1/4	100 (EULW)
57. Young 1-A (80 975300) (57)		T16S, R27W, Miller, AR Sec. 15: N1/2NW1/4NW1/4	20
58. Young (80 975310) (58)		T16S, R27W, Miller, AR Sec. 16: S1/2NW1/4NW1/4	20 (S. to 3,491')
59. Young "B" (80 975320) (59)		T16S, R27W, Miller, AR Sec. 15: N1/2NW1/4NW1/4 and N1/2SW1/4NW1/4	40 (S. to 3,491')
TOTALS:			9,652.42

Where a formation is set out above, such formation is specifically described in the Pine Oil and Chemical Company records relating to the Lease No. set forth in the first column above.

TRACT A: A tract of land containing 48.60 acres, more or less, lying in Section 10, Township 2 South, Range 2 East, and Section 7, Township 2 South, Range 3 East, bounded North by Clifford Itron, South by Hase Investment Company, East by Bayou Boeuf and West by Lot 12 of Lot "F" Woodland belonging to Eola Itron. Said tract otherwise described as Lot No. 4 of open land of plat recorded in Book A-43, Page 48, Records of Avoyelles Parish, Louisiana.

TRACT B: A tract of land containing 36.16 acres, more or less, lying and being in Section 10, Township 2 South, Range 2 East, bounded North by Clifford Itron, South and West by Hase Investment Company; East by Clifford Itron and Lot No. 4 of Open Land property of Eola Itron property, said property otherwise described as Lot No. 12 of Lot "F" of Akenhead Woodland, as shown on the above mentioned plat.

EXHIBIT A-2

34.16 acres, more or less, lying in Section 10-2S-2E, bounded N. by Gladys Monchau, S. by Eola Irion, E. by Haas Investment Co., Gladys Monchoux, S. by Eola Irion, E. by Haas Investment Co., Gladys Monchau and next tract hereinafter described and W. by Haas Investment Co. Said property being otherwise described as Lot 11 of Lot F of Akenhead on plat of Irion Plantation on Book A-43, page 48 of Avoyelles Parish, Louisiana; and 48 acres, more or less, lying in Section 10-2S-2E and Section 7-2S-3E, bounded N. by Gladys Monchoux, S. by Eola Irion East by Bayou Boeuf and West by Lots 11 and 12 of Lot F of Irion Plantation, owned by Clifford and Eola Irion, said property otherwise described as Lot 3 of Openland of Irion Plantation, as per plat in Book A-43, page 48 of the Records of Avoyelles Parish, Louisiana, as to production from depths of less than 10,000' and not below the Third Wilcox Sand, Avoyelles Parish, Louisiana.

EXHIBIT A-3

10 acres out of the Henry Hobson and M. Y'Baro Surveys, being the East 10 acres of the 69.57 acre tract described in Oil & Gas Lease from George Thompson and wife, H. Thompson, to S. P. Ross and D. E. Harris dated December 27, 1930, recorded in Volume 160, Page 355, Deed Records of Rusk County, Texas.

EXHIBIT A-4

All that certain lot, tract or parcel of land situated in Hopkins County, TX, out of Sur. #21 patented to the heirs of John Fuller, and out of a 90A tract deeded by J.P. Suttle and wife to J.S. Sharp, and being about 34 1/2 A of land described as follows, to wit:

BEGINNING at the SE corner of a tract owned by W.R.D. Willett on the same survey;

THENCE S with the E.B.L. of the 90A tract 198 vrs. to a stake for corner;

THENCE W 1000 vrs. to a stake for corner, which said corner is 192 vrs. S from the SW corner of the above mentioned Willett tract;

THENCE N 192 vrs. to the SW corner of the said Willett tract;

THENCE E with the S.B.L. of the Willett tract 1000 vrs. to the place of beginning, containing 34 1/2A of land, more or less.

Being the same land described in a deed from N.S. Price et ux, Eva Price, to B.J. McClendon and L.J. Carothers, dtd. 2-28-23, recorded in Vol. 110, pg 520, Deed Records, Hopkins Co., TX.

EXHIBIT A-5

All that certain tract or parcel of land, situated in the Southwestern portion of Henderson County, Texas, and being 700 acres out of the West end of the J. M. Alpando League and more particularly described as follows:

BEGINNING at the S.W. corner of the J. S. Cordova League and the N. W. corner of the J. M. Alpando League, whence an Elm 14 in. diameter bears S. 5 E $11\frac{4}{10}$ varas, being an old witness tree, an Elm 6 in. dia. bears East 6 varas (new).

THENCE S. with the W. B. line of said Alpando League, as now established 2674 varas to the S. W. corner of same, a stake in the N. B. line of the W. R. Chappell Survey, whence an Elm 12 in dia. bears N. 40 W. $3\frac{1}{2}$ varas, an Elm 6" dia. bears N. 85 E. 2 varas;

THENCE N. 89 E. with the S. B. line of said Alpando League 1484- $\frac{1}{2}$ varas to a stake whence an Overcup Oak, 1 ft. dia. bears East $8\frac{3}{10}$ varas, a Pin Oak 1 ft. dia. bears S 3 E $5\frac{1}{2}$ varas;

THENCE NORTH 2648 varas to the N. B. line of said Alpando League, a stake for corner in a Pine Oak Flat, whence a Pin Oak 2 ft. dia. bears S 45 E $1\frac{3}{10}$ varas.

THENCE WEST with the S. B. line of said Cordova League 1484 varas to the beginning and containing seven hundred (700) acres of land. All witness trees are marked X with two hacks above and two below. (Surveyed by Ben H. Wathan)

EXHIBIT A-6

FIRST TRACT: ALL THAT CERTAIN TRACT OR PARCEL OF LAND situated in the John Gossett Survey, A-308, Anderson County, Texas, and being 50.00 acres out of the Hattie Lee Whitley Crawford et al 62.29 acre Tract No. 2 (called 80 acres), the 50.00 acres more fully described as follows down to 10,200' below the surface:

BEGINNING at the southwest corner of the Hattie Lee Whitley Crawford 62.29 acre Tract No. 2 (called 80 acres) and the southeast corner of the Gladys Axum et vir 76.2 acre tract, which point is also in the north boundary line of the Fred Hamby 50.0 acre tract, two large rocks at fence corner for corner;

TRENCHE N 70° 17' E, 1655.6 feet to the southeast corner of the Crawford 62.29 acre Tract No. 2 and a re-entrant corner of the Hattie Lee Whitley Crawford et al 73.80 acre Tract No. 3 (called 90.25 acres), stakes for corner;

TRENCHE N 0° 38' E along the east boundary line of the Crawford 62.29 acre Tract No. 2 and the west boundary lines of the Hattie Lee Whitley Crawford 73.80 acre Tract No. 3 and 118.88 acre Tract No. 1, 1162.9 feet to a stake for corner;

TRENCHE WEST 1451.9 feet to the division line between the Crawford 62.29 acre Tract No. 2 and the Gladys Axum 76.2 acre tract, stake for corner;

TRENCHE S 2° 58' W, 1723.8 feet to the place of beginning and containing 50.00 acres of land.

EXHIBIT A-7

Being 206 acres of the Thomas Walker Survey, Abstract No. 605, Wood County, Texas, and being more particularly described as follows, to-wit:

BEGINNING at the SW corner of said Walker Survey on the NBL of the M. Rentarez Survey;

THENCE EAST with said line 1194 vrs. to stake for corner, being the SW corner of the Vance 50 acre tract;

THENCE NORTH with said line 751 vrs. to stake for corner on SB line of a tract known as the Bartlett tract;

THENCE WEST with said line 572 vrs. to stake for corner;

THENCE NORTH with WB line of said Bartlett tract 455 vrs. to the SE corner of a tract known as the Dobbs tract;

THENCE WEST with the SB line of said tract and a tract known as Jaco tract, 614 vrs. to corner of EB line of the J. M. Chandler Survey;

THENCE SOUTH with said line, it being the WB line of the said Walker Survey, 1196 vrs. to the place of beginning, containing 206 acres of land, more or less.

EXHIBIT A-8

BEING 40 ACRES OF LAND IN THE FORM OF A SQUARE 1320 FT. ON A SIDE LOCATED IN THE MOST WESTERLY NW/CORNER, OF THE HANNAH PAYNE SURVEY, A-450, WOOD COUNTY, TEXAS, AND BEING THE NW/40 ACRES OUT OF A 600.5 ACRE TRACT DESCRIBED IN AN OIL GAS & MINERAL LEASE FROM THE FOUR STATES OIL & GAS COMPANY TO G. A. RITNOUR, RECORDED IN BOOK 280, PAGE 202, DEED RECORDS, WOOD COUNTY, TEXAS

EXHIBIT A-9

South Husted Gas Unit - 651.26 Acres
Henderson County, Texas

TRACT NO. I - 36.22 acres plus 63.78 acres (100 acres).

Tract Participation Factor ("TPF"): $100/651.26 = .15354851$

W. L. Husted	1/80 x TPF	.00191935
T. A. Husted	1/80 x TPF	.00191935
B. R. Husted	1/80 x TPF	.00191935
J. E. Barnett	1/80 x TPF	.00191935
Irene Bramall	1/80 x TPF	.00191935
Carrie Lee Tucker	5/768 x TPF	.00099967
Mary Francise Thompson	7/1536 x TPF	.00069977
Janis Burrows	7/1536 x TPF	.00069977
Blake Smith, Jr.	1/64 x TPF	.00239920
Leila S. Payton Hall Trusts	1/64 x TPF	.00239920
First National Bank, Corsicana, Texas	1/64 x TPF	.00239920
Total Royalty Interest		<u>.01919356</u>
American Petrofina Company of Texas	1/8 x TPF	.01919356
Total Overriding Royalty Interest		<u>.01919356</u>
Working Interest Owners	3/4 x TPF	.11516139
Total Working Interest		<u>.11516139</u>

EXHIBIT A-10

688.22 acres, more or less, out of the Maria F. Flores Survey, A-2 and the A. Lumbrera Survey, A-3, Upshur County, Texas, more particularly described in that certain Unit Designation dated June 4, 1964, filed for record June 8, 1964, and recorded in Volume 95, Page 666 of the Deed Records of Upshur County, Texas, and all amendments thereto.

EXHIBIT A-11

675.01 acres, in the J. H. Hooper Survey, A-201, and the W. H. Hereford Survey, A-200, Upshur County, Texas, and more particularly described in the Gas Unit Declaration dated August 27, 1970, and recorded in Volume 122, Page 49 of the Oil and Gas Lease Records of Upshur County, Texas, as amended by Declaration dated March 19, 1971, and recorded in Volume 124, Page 505 of the Oil and Gas Lease Records of Upshur County, Texas.

EXHIBIT A-12

Being 697.48 acres in the S. M. Smith Survey, A-475, the W. A. McClanahan Survey, A-359, the S. S. Spencer Survey, A-596, the C. B. Powell Survey, A-402, the Malinda Thornton Survey, A-485, and the Robert J. Polly Survey, A-395, Upshur County, Texas as more particularly described in Unit Designation dated March 23, 1976, with counterparts thereof being recorded in Volume 142 at Pages 557, 573, 589, 605, 621, 637 and 653 of the Oil and Gas Lease Records of Upshur County, Texas

EXHIBIT A-13

Tract, lot or parcel of land situated in Rains County, Texas, being a part of the O. P. Sells survey, Abstract No. 219, described as follows:

98.5 acres of said O. P. Sells survey:

Beginning 218 varas South of the NE corner of said survey; thence South with the EB line of said survey 396 vrs., Rains County line, at 538 vrs., a stake for corner; thence West 1045 vrs., the WB line of said survey; thence North 538 vrs. stake for corner; thence East with the SB line of the Brooks 40-acre tract, 1045 varas, to the place of beginning, containing 99.5, less one acre conveyed to the County Judge of Rains County, Texas, in trust for cemetery purposes, leaving 98.5 acres of land.



SUMMARY
EXHIBIT A-III
ROCKY MOUNTAIN PROPERTIES

<u>Lease No.</u> (<u>WHAM No.</u>)	<u>Property Description</u>	<u>Pina Acres</u> (<u>Formation</u>)
1. Donahue #2 (80 189480) (23)	T25N, R7W, Rio Arriba, NM Sec. 6: SW1/4SW1/4	40
2. Florence Pool Unit 1 (80 286150) (24)	T27N, R8W, San Juan, NM Sec. 18: SW1/4	160.7 (Mesa Verde)
3. Florence 65 SP-078625 (80 286160) (25)	T27N, R8W, San Juan, NM Sec. 18: SW1/4	Same as #2 (Dakota)
4. Graham Com. #1 (80 322930) (26)	T27N, R8W, San Juan, NM Sec. 9: SE1/4	160 (Dakota)
5. Graham 1 A (80 322950) (27)	T25N, R8W, San Juan, NM Sec. 24: NE1/4	160 (Pictured Cliffs)
6. Hammond Wells #1 & #2 (80 342100) (28)	T27N, R8W, San Juan, NM Sec. 34: E1/2	320 (Pictured Cliffs)
7. Hampton D #1 Tr. 1-7 (80 342750) (29)	T30N, R11W, San Juan, NM Sec. 10: SE1/4	160 (Dakota)
8. Huerfano Unit Com. 141 (80 379170) (30)	T26N, R9W, San Juan, NM Sec. 16: E1/2NW1/4, N1/2SW1/4 and SW1/4SW1/4	200 (Dakota)
9. Jacques #1 & #1-A (80 455740) (31)	T31N, R8W, San Juan, NM Sec. 6: E1/2	320 (Mesa Verde)
10. Jacques #1 SP 078510 (80 455760) (32)	T31N, R8W, San Juan, NM Sec. 6: Lots 3, 4, 5, 6 & 7 and SE1/4NW1/4; Sec. 7: Lots 1 and 2	160 (Mesa Verde)
11. Jacques #3 (Dakota) (80 456780) (33)	T30N, R9W, San Juan, NM Sec. 25: Lots 3 & 4, SW1/4SW1/4 and E1/2SW1/4 except 15 acres	185 (Dakota)

SUMMARY
EXHIBIT A-III
ROCKY MOUNTAIN PROPERTIES

<u>Lease Name</u> <u>(Lease No.)</u>	<u>(NHAM No.)</u>	<u>Property Description</u>	<u>Pine Acres</u> <u>(Approximate)</u>
12. Marron MA Pedroc 070478 (80 546530) (38)		T27N, R8W, San Juan, NM Sec. 24: NE1/4	160 (Mesa Verde)
13. NM U3604 Marron A (80 609540) (35)		T27N, R8W, San Juan, NM Sec. 27: SW1/4	160 (Pictured Cliffs)
14. NM 03605 A Marron: (80 609560) (36)		T27N, R8W, San Juan, NM Sec. 22: W1/2 and Sec. 23: W1/2	640 (Pictured Cliffs) and Mesa Verde)
15. NM 05791 Graham VM Ped (80 609570) (37)		NO INTEREST	---
16. NM 05791 Graham A Ped (80 609580) (38)		T27N, R8W, San Juan, NM Sec. 9: SE1/4	160 (Pictured Cliffs)
17. NM 05791 Graham B Ped (80 609590) (39)		T27N, R8W, San Juan, NM Sec. 3: W1/2; Sec. 4: W1/2; Sec. 10: E1/2	801.95 (Pictured Cliffs)
18. NM 05791 Graham C Ped (80 609600) (40)		same as #16	same as #16 (Mesa Verde)
19. Orgard Wells #1 & #2 (80 680810) (41)		T27N, R8W, San Juan, NM Sec. 11: E1/2	320 (Pictured Cliffs)
20. Quinn #2 SP 070511 (80 729340) (42)		T31N, R8W, San Juan, NM Sec. 19: Lots 1, 2, 3 & 4, E1/2NW1/2; Sec. 30: Lots 1 & 2, E1/2NW1/4	approximately 320 (Mesa Verde)
21. Quinn #1 SP 070511 (80 729350) (43)		T31N, R8W, San Juan, NM Sec. 17: SW1/4	160 (Mesa Verde)
22. Quinn #5 SP 070510 11 (80 729360) (44)		T31N, R8W, San Juan, NM Sec. 7: SW1/4; Sec. 18: W1/2	approximately 320 (Mesa Verde)

SUMMARY
EXHIBIT A-III
ROCKY MOUNTAIN PROPERTIES

<u>Lease Name</u> (Lease No.) (VHAM No.)	<u>Property Description</u>	<u>Plat Acres</u> (Formation)*
23. San Juan 32-0 Unit (80 769870) (45)	T32N, R8W, San Juan, NM Sec. 11: E1/2 & N1/2NW1/4; Sec. 14: E1/2; Sec. 23: NE1/4; Sec. 24: SW1/4 & N1/2NW1/4	1,120 (Mesa Verde)
24. Seymour #7 (80 782050) (46)	T31N, R9W, San Juan, NM Sec. 23: SE1/4	160 (Mesa Verde)
25. SP 078876 Oxnard A WMPK (80 782130) (47)	T27N, R8W, San Juan, NM Sec. 14: NW1/4	160 (Pictured Cliffs)
26. SP 078876 Oxnard B WMPK (80 782140) (48)	same as #25	same as #25 (Mesa Verde)
27. SP 078876 Oxnard VM Pod (80 782150) (49)	T27N, R8W, San Juan, NM Sec. 15: SW1/4	160
28. SP 078878 Maroon (80 782160) (50)	T27N, R8W, San Juan, NM Sec. 24: NE1/4	160 (Pictured Cliffs)
29. SP 078881 Quinn Pod (80 782180) (51)	T27N, R8W, San Juan, NM Sec. 4: E1/2	320 (Mesa Verde)
30. SP 078508 Teel 1 (80 782210) (52)	T31N, R9W, San Juan, NM Sec. 13: SE1/4	160 (Mesa Verde)
31. SP 078510 Blanco 31 A (80 782220) (53)	T31N, R8W, San Juan, NM Sec. 5: NW1/4	160 (Mesa Verde)
32. Brooka Ranch Unit (80 109640) (54)	T33N, R7W, Natrona, WY Sec. 15: E1/2NE1/4; Sec. 22: E1/2NE1/4 & N1/2SE1/4	240
11. Inroadsor, 26-1 (80 189500) (55)	T101N, R47W, Sedgewick, CO Sec. 26: E1/2	320

SUMMARY
EXHIBIT A-III
ROCKY MOUNTAIN PROPERTIES

<u>Lease Name</u> (Lease No.) (NHAM No.)	<u>Property Description</u>	<u>Pina Acres</u> (<u>Formation</u>)
34. Federal Diane #2-5 (80 276350) (56)	T35N, R69W, Converse, WY Sec. 5: S1/2NW1/4	80
35. Federal-Wicker #1-18 (80 276380) (57)	T35N, R69W, Converse, WY Sec. 18, E1/2NW1/4	80
36. Federal Lowry #1-6 (80 276660) (58)	T35N, R69W, Converse, WY Sec. 6: N1/2SE1/4 and SE1/4SE1/4	120
37. Federal Apex 1-31 (80 276750) (59)	T40N, R68W, Converse, WY Sec. 31: SE1/4	160
38. Federal Ackerman: (80 276770) (60)	T35N, R69W, Converse, WY Sec. 9: S1/2NW1/4 & NE1/4NW1/4	160
39. Federal Blasec #1-8 (80 276780) (61)	T35N, R69W, Converse, WY Sec. 8: NE1/4	160
40. Federal Matchew #1-11 (80 276790) (62)	T35N, R69W, Converse, WY Sec. 11: NE1/4	160
41. Federal Morchlander #1-4 (80 276800) (63)	T35N, R69W, Converse, WY Sec. 4: S1/2NW1/4	80
42. Federal Pina 1-6 (80 276810) (64)	T35N, R69W, Converse, WY Sec. 6: S1/2NE1/4	80
43. Federal 33-15 (80 276820) (65)	T7S, R104W, Garfield, CO Sec. 33: N1/2NE1/4	80
44. Federal Diare 1-5 (80 276830) (66)	T35N, R69W, Converse, WY Sec. 5: S1/2NE1/4	80

SUMMARY
EXHIBIT A-III
ROCKY MOUNTAIN PROPERTIES

<u>Lease Name</u> (Lease No.) (VHAM No.)	<u>Property Description</u>	<u>Pine Acres</u> (Formation) *
45. Federal Belmont #2-7 (80 276840) (67)	T35N, R69W, Converse, WY Sec. 7: E1/2NW1/4	80
46. Federal Mandell #1-29 (80 276870) (68)	T36N, R69W, Converse, WY Sec. 29: SE1/4NE1/4	40
47. Perron A Well 1-4 (80 279180) (69)	T21S, R7E, Emery, UT Sec. 4: E1/2	321.15
48. Perron B Well 1-22	T20S, R7E, Emery, UT Sec. 22: W1/2	318.86
49. Perron C Well 23-14 (80 279200) (71)	T20S, R7E, Emery, UT Sec. 14: W1/2	320
50. Perron D Well 41-9 (80 279210) (72)	T21S, R7E, Emery, UT Sec. 9: NW1/4NE1/4	40
51. Perron E Well 41-22 (80 279230) (73)	T20S, R7E, Emery, UT Sec. 22: E1/2	297
52. Perron F Well 12-3 (80 279230) (74)	T21S, R7E, Emery, UT Sec. 3: Lots 3 and 4	81.08
53. Prye Federal #1 (80 294800) (75)	T44N, R7E, Campbell, WY Sec. 15: N1/2SW1/4	80
54. Uverrr. Trojar. 22 17 (80 121950) (76)	T26N, R113W, Lincoln, WY Sec. 17: All and Sec. 20: N1/2	960 (Frontier)
55. Uverrr. Trojar. Wc 21-21 (80 121960) (77)	T26N, R113W, Lincoln, WY Sec. 21: Lots 1, 2, 3 & 4 and N1/2	443.49

SUMMARY
EXHIBIT A-III
ROCKY MOUNTAIN PROPERTIES

<u>Lease Name</u> (Lease No.) (NHAM No.)	<u>Property Description</u>	<u>Pine Acres</u> (Portation)
56. Government Sloan #1 & 2 (80 321970) (78)	T4S, R10W, Rio Blanco, CO Sec. 27: All	640
57. South Hogback 34-8 (80 368710) (79)	same as #54	same as #54
58. Hogback Bv 023486 (80 368720) (80)	T26N, R11W, Lincoln, WY Sec. 5: Lot 12 and N1/2SW1/4; Sec. 7: Lots 1, 2, 3, 4, 5, 6 and 7, NW1/4NE1/4 and NE1/4SE1/4	406.91
59. Hogback Wyo 02494 (80 368730) (81)	T26N, R11W, Lincoln, WY Sec. 5: Lots 1, 2, 7, 8, 9, 10 and W1/2SE1/4	313.3
60. Hogback Wyo 04387 (80 368740) (82)	T26N, R11W, Lincoln, WY Sec. 5: S1/2SW1/4; Sec. 7: E1/2NE1/4; Sec. 8: W1/2NW1/4	240
61. Hogback Wyo 034923 (80 368750) (83)	T26N, R11W, Lincoln, WY Sec. 8: NE1/4SW1/4 and SW1/4SE1/4	80
62. Hogback Wyo 034929 (80 368760) (84)	T26N, R11W, Lincoln, WY Sec. 7: Lots 8, 9, 10, 11, 12 and SW1/4SE1/4	201.8
63. Hogback Six-5 (80 368770) (85)	same as #59	same as #59
64. Hogback S Sa111 (80 368780) (86)	T26N, R11W, Lincoln, WY Sec. 7: E1/2SE1/4 and SW1/4NE1/4; Sec. 8: S1/2SW1/4	200
65. Hogback South Urlic 1-8 (80 368790) (87)	T26N, R11W, Lincoln, WY Sec. 8: E1/2NW1/4 and NW1/4SW1/4	120 (Bear River)
66. Hogback So Ur 65-5 Gas (80 368800) (88)	same as #59	same as #59

SUMMARY
EXHIBIT A-III
ROCKY MOUNTAIN PROPERTIES

<u>Lease Name</u> (Lease No.) (VHAM No.)	<u>Property Description</u>	<u>Pina Acres</u> (Formation)*
67. South Hogback 36X-5 (80 368810) (89)	same as #s 58 & 60	same as #s 58 & 60 (Bear River)
68. Hogback Bear Rvr Muddy U (80 368830) (90)	T26N, R113W, Lincoln, WY Sec. 18: E1/2; Sec. 19 E1/2NE1/4	400
69. S. Hogback W P41X-200 (80 368850) (91)	same as #54	same as #54 (Prontler & Muddy)
70. Inaroo Federal #4-7 (80 422240) (92)	T35N, R69W, Converse, WY Sec. 7: E1/2SW1/4	80
71. Irwin #28 (80 432680) (93)	T40N, R69W, Converse, WY Sec. 28: R1/2SW1/4	80
72. Irwin Fee 14-28 (80 432610) (94)	T40N, R69W, Converse, WY Sec. 28: W1/2SW1/4	80
73. Jenkins Federal #1 (80 460800) (95)	T39N, R69W, Converse, WY Sec. 4: Lot 1 and SE1/4NE1/4	80
74. Jenkins Federal #2 (80 460810) (96)	T39N, R69W, Converse, WY Sec. 4: SW1/4SE1/4	40 (Tockla "B")
75. Jenkins Federal #3 (80 460820) (97)	T39N, R69W, Converse, WY Sec. 4: SE1/4	160
76. Jenkins Federal #7 & #9 (80 460830) (98)	T39N, R69W, Converse, WY Sec. 3: W1/2SW1/4	80
77. Jenkins Federal #8 (80 460840) (99)	T39N, R69W, Converse, WY Sec. 3: E1/2SW1/4	80

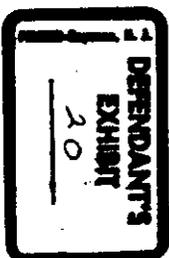
SUMMARY
EXHIBIT A-III
ROCKY MOUNTAIN PROPERTIES

<u>Lease Name</u> (Lease No.) (NHAM No.)	<u>Property Description</u>	<u>Plm Acres</u> (Former)
78. Jenkins Federal #11 (80 460850) (100)	T40W, R69W, Converse, WY Sec. 33: NE1/4	160
79. Long Field Unit (80 531650) (101)	T12N, R55W, Kimball, NE Sec. 15: N1/2SE1/4	80
80. Petrofina Federal #2 (80 702480) (102)	T39N, R69W, Converse, WY Sec. 23: S1/2SE1/4	80
81. Petrofina Federal #1 (80 702490) (103)	T39N, R69W, Converse, WY Sec. 23: N1/2SW1/4	80
82. Poison Drew Pilot WP Un (80 712950) (104)	T39N, R69W, Converse, WY Sec. 35: NE1/4	160
83. Powers Federal #1 (80 716360) (105)	T44N, R73W, Campbell, WY Sec. 26: R1/2	320 (Susser)
84. Prairie Canyon Gov 1 (80 717250) (106)	same as #43	same as #43 (Dakota Sandstone)
85. South Whitecail-Muddy S U (80 804900) (107)	T56N, R72W, Campbell, WY Sec. 16: SE1/4	160
86. South Spearhead #1 (80 805930) (108)	T37N, R75W, Converse, WY Sec. 13: S1/2SE1/4	80
87. Spearhead Federal #1-24 (80 805950) (109)	T37N, R75W, Converse, WY Sec. 24: NW1/4 and N1/2SW1/4	240 (Frontier)
88. Steidle Ranch Unit (80 812450) (110)	T39N, R69W, Converse WY Sec. 30: N1/2SE1/4	80

SUMMARY
EXHIBIT A-III
ROCKY MOUNTAIN PROPERTIES

<u>Lease Name</u> (Lease No.) (NMAA No.)	<u>Property Description</u>	<u>Pina Acres</u> (Formation)*
89. Thompson-Federal #2-33 (80 841730) (111)	T40N, R69W, Converse, WY Sec. 33: E1/2SW1/4	80
90. Thompson-Ped. #3-33 & 4-33 (80 841740) (112)	T40N, R69W, Converse, WY Sec. 33: NW1/4	160
91. Trojan 51E-5 Muddy Unit (80 853210) (113)	same as #59	same as #59 (Bear River)
92. U S Utah 04600 (80 891140) (114)	T17S, R21E, Grand, UT Sec. 4: Lots 1, 2, 3 and 4, S1/2N1/2, N1/2S1/2 and S1/2SW1/4	600
93. Werner #1-14 (80 931170) (115)	T37N, R75W, Converse, WY Sec. 14: NW1/4SE1/4 and SW1/4SW1/4	80 (Frontier)
TOTAL ACRES:		17,731.24

Where a formation is set out above, such formation is specifically described in the Pina Off and Chemical Company records relating to the Lease No. set forth in the first column above.



SUMMARY
EXHIBIT A-IV
MID-CONTINENT PROPERTIES

<u>Lease Name</u> (Lease No.) (WHA# No.)	<u>Property Description</u>	<u>Plat Acres</u> (Formation)*
1. Charleston OPC Unit A (50 140120) (1)	See Exhibit A-1	10
2. Charleston OPC Unit B (50 140130) (2)	See Exhibit A-2	10
3. Charleston OPC Unit C (50 140140) (3)	See Exhibit A-3	20
4. Charleston OPC Unit D (50 140150) (4)	See Exhibit A-4	20
5. Charleston OPC Unit E (50 140160) (5)	See Exhibit A-5	20
6. Poy (50 291140) (6)	See Exhibit A-6	92
7. Poy A (50 291150) (7)	See Exhibit A-7	179.2
8. Witterburg B & D (50 938020) (8)	See Exhibit A-8	240
9. Brown Condron Davis Unit (50 110250) (9)	See Exhibit A-9	10 (Strawn)
10. Cement I Unit	T5N, R9W, Caddo, OK Sec. 8: NW1/4NW1/4, NE/2SW1/4NW1/4 and S1/2SW1/4NW1/4	80 (Portners)
11. Clayton I.A Cromwell III (50 147150) (11)	T2N, R9E, Coal, OK Sec. 27: SW1/4	100 (Cromwell)

SUMMARY
EXHIBIT A-IV

MID-COUNTY PROPERTIES

<u>Lease Name</u> <u>(Lease No.)</u>	<u>(URAM No.)</u>	<u>Property Description</u>	<u>Plm Acres</u> <u>(Formation)</u>
12. Harrell (50 347240)	(12)	T5M, R8R, Pontotoc, OK Sec. 29: NE1/4SE1/4 and E1/2NW1/4SE1/4	60
13. Atlantic Long Unit (50 531630)	(13)	T5M, R28R, Beaver, OK Sec. 4: E1/2NE1/4, E1/2SW1/4, N1/2SE1/4, SE1/4SE1/4, SE1/4NE1/4 and Loc 1	360 (Morrow and Chester)
14. Mahler Unit Tr 1 (50 543840)	(14)	See Exhibit A-10	100
15. S R Marietta Basin OCU (50 546150)	(15)	T7S, R3E, Lowe, OK Sec. 19: E1/2SW1/4 and E1/2NW1/4SW1/4	100
16. Holman (50 600550)	(16)	T25S, R3E, Butler, KA Sec. 10: N1/2SE1/4	80
17. C W Pace B (50 687530)	(17)	See Exhibit A-11	108
18. Pearl Patterson Unit I (50 694350)	(18)	T8N, R22E, Haskell, OK Sec. 13: E1/2SE1/4NE1/4, SW1/4SE1/4NE1/4, SE1/4SW1/4NE1/4, N1/2NE1/4SE1/4 and NE1/4NW1/4SE1/4	70
19. Sedler Penn Unit (50 768660)	(19)	See Exhibit A-12	88.75
20. Sanducky Oil Creek SU (50 770380)	(20)	See Exhibit A-13	86.25
21. John Soogline (50 776350)	(21)	See Exhibit A-14	110
22. Skinner B (50 796750)	(22)	T31S, R14W, Barber, KA Sec. 17: S1/2NW1/4	80

SUMMARY
EXHIBIT A-IV
MID-CONTINENT PROPERTIES

	<u>Lease Name</u> (Lease No.) (WHAM No.)	<u>Property Description</u>	<u>Plat Acres</u> (Formation)
23.	Ward D-1 (50 922000) (23)	No Interest	
24.	Ward D (50 922010) (24)	T17N, R14E, Pittsburg, OK Sec. 18: S1/2NE1/4SW1/4 and SE1/4NW1/4SW1/4	30
25.	Myrtle Davidson (80 174550) (25)	NE1/4NE1/4 and N1/2SE1/4NE1/4 of Sec. 64, Blk B-2, H & GN Sur., Gray, TX	60
26.	Dull Knife #1 (80 195170) (26)	All of Sec. 13, Blk 74, PSL Sur., Winkler, TX	640 (12,000 to Ellenburger)
27.	Edwards Kat QB (80 212550) (27)	SW1/4 of Sec. 29, Blk 43, T3S, T&P Ry Co. Sur., Ector, TX	160 (S. to 5,000)
28.	Edwards Ranch (80 212860) (28)	N1/2NW1/4 and SE1/4NW1/4 of Sec. 32, Blk 43, T3S, T&P Ry Co. Sur., Ector, TX	approximately 120 (S. to 5,000)
29.	Edwards Ranch 32 Har (80 212570) (29)	NE1/4NW1/4 of Sec. 32, Blk 43, T3S, T&P Ry Co. Sur., Ector, TX	40 (S. to 5,000)
30.	Edwards Estace (80 212580) (30)	NW1/4SR1/4 and R1/2NE1/4SW1/4 of Sec. 32, Blk 43, T3S, T&P Ry Co. Sur., Ector, TX	60 (S. to 5,000)
31.	Edwards Brown Harlan (80 212760) (31)	N1/2NE1/4 of Sec. 32, Blk 43, T3S, T&P Ry Co. Sur., Ector, TX	80 (S. to 5,000)
32.	B. L. Hope (80 372440) (32)	NE1/4 of Sec. 87, Blk B-2, H & GN Sur., Gray, TX	160
33.	Jackson (80 454210) (33)	E1/2NW1/4 of Sec. 87, Blk B-2, H & GN Sur., Gray, TX	80

SUMMARY
EXHIBIT A-IV
MID-CONTINENT PROPERTIES

Lease Name (Lease No.) (VHAM No.)	Property Description	Pine Acres (Formalton)*
34. Landa Oil "A" (80 513550) (34)	South part of N1/2 of Sec. 22, Blk 47, H & TC Ry Co. Sur., Hutchinson, TX	320 (0-200')
35. MYR (80 595220) (35)	N1/2NE1/4 of Sec. 64, Blk B-2, H & GN Sur., Gray, TX	80
36. Reiser (80 739250) (36)	NW1/4 of Sec. 64, Blk B-2, H & GN Sur., Gray, TX	160
37. M Y Soc. (80 803910) (37)	N1/2NW1/4 of Sec. 87, Blk B-2, H & GN Sur., Gray, TX	80
38. Gulf Whiteburg (80 938030) (38)	N1/2SW1/4 of Sur. 2, Block X-02, H & OB RR Co., Hutchinson, TX	80
39. J A Whiteburg D (80 938040) (39)	N1/2NE1/4 of Sur. 2, Block X-02, H & OB RR Co., Hutchinson, TX	80 (S. to 200')
40. J A Whiteburg A (80 938050) (40)	Undetermined	44.32
41. Gulf Whiteburg D (80 938060) (41)	E1/2SW1/4 of Sur. 2, Block X-02, H & OB RR Co., Hutchinson, TX	80
42. Whiteburg George (80 938070) (42)	N1/2S1/2 and S1/2SE1/4 of Sur. 20 Blk 47, H & TC Ry Co., Hutchinson, TX	240
43. Whiteburg Kimberlin (80 938080) (43)	Undetermined	approximately 90
44. Albers (80 030760) (44)	T25S, R4E, Butler, KA Sec. 21: N1/2NE1/4, E1/2SE1/4NE1/4, E1/2SW1/4NE1/4, W1/2NE1/4SE1/4, NW1/4SE1/4 and S1/2SE1/4	260

SUMMARY
EXHIBIT A-IV
MID-CONTINENT PROPERTIES

Lease Name (Lease No.) (WHAM No.)	Property Description	Pina Acres (Formation)*
45. C W Armstrong A (80 051520) (45)	See Exhibit A-15	60 (3. to 2,358')
46. Darby 1-24 (80 080550) (46)	See Exhibit A-16	325.52
47. Block Estate #1 (80 099860) (47)	NW 40 acres of N 160 acres of E1/2 of Sec. 18, Blk 1, H & TC RR Co. Sur., Cert #32/3066, Abn. #898, Archer, TX	40 (0-2000')
48. Bryson Unit North (80 113270) (48)	Undetermined	Undetermined
49. Burnside "P" (80 117400) (49)	See Exhibit A-17	30
50. Q W Denton Survey 370 (80 180820) (50)	See Exhibit A-18	160
51. East Hill Silk SD Unit (80 203850) (51)	See Exhibit A-19	60
52. Evans (80 257850) (52)	See Exhibit A-20	160
53. Maud Graham (80 323560) (53)	See Exhibit A-21	167.5 (all except Strawn)
54. Kendall Strawn Unit (80 408350) (54)	same as #53	same as #53 (Strawn)
55. Kraft Prusa Unit (80 503250) (55)	T17S, R10W, Ellsworth, KA Sec. 18: NW1/4NW1/4	40 (Lansing KC)

SUMMARY
EXHIBIT A-IV
MID-CONTINENT PROPERTIES

<u>Lease Name</u> (Lease No.) (WAM No.)	<u>Property Description</u>	<u>Plat Acres</u> (Formation)*
56. Morgan Long (80 531950) (56)	T5N, R28E, Beaver, OK Sec. 3: NW1/4, NE/2SW1/4 and S1/2SE1/4	320 (Chester)
57. Lorraine LEC Unit (80 532950) (57)	R17S, R9W, Ellsworth, KA Sec. 12: NW1/4	160
58. Lytle Unit (80 539510) (58)	See Exhibit A-22	40
59. Mamie (80 548840) (59)	No Interest	-----
60. Martin-Sylvanus Unit (80 547570) (60)	See Exhibit A-23	61.53
61. McCluskey (80 544650) (61)	See Exhibit A-24	20
62. McCluskey D (80 554690) (62)	See Exhibit A-25	20
63. McCluskey "R" (80 554700) (63)	See Exhibit A-26	20
64. McDonald (80 556920) (64)	See Exhibit A-27	50 (S. to 3,000)
65. J M Miller Heirs (80 572310) (65)	See Exhibit A-28	100
66. Morris #1 (80 584080) (66)	No Interest	-----

SUMMARY
EXHIBIT A-IV
MID-CONTINENT PROPERTIES

	<u>Lease Name</u> <u>(Lease No.)</u> (WHA# No.)	<u>Property Description</u>	<u>Pine Acres</u> <u>(Formation)</u>
67.	Myers B (80 593110) (67)	T17S, R10W, Ellsworth, KA Sec. 18: SE1/4NW1/4 See Exhibit A-29	40
68.	J B Michole (80 606340) (68)	See Exhibit A-29	60
69.	Manda Price #1-34 (80 719000) (69)	T10W, R10E, Okfuskee, OK Sec. 34: W1/2NW1/4 and SE1/4NW1/4	120 (Union)
70.	Sandusky Oil Creek SU (80 770380) (70)	same as #20	same as #20
71.	Burren Soott (80 776460) (71)	40 acres in the SW corner of SW1/4, T8 & L Co. Sur. No. 3256, Abs. No. 619, Clay, TX	40
72.	Sharp C (80 783000) (72)	T17S, R29W Lane, KA Sec. 8: NW1/4NW1/4 and SE1/4NW1/4	80 (S. to T.D.)
73.	Smith Bishop (80 799350) (73)	Undetermined	Undetermined
74.	Smith J (80 800140) (74)	Undetermined	Undetermined
75.	Wm Smith (80 801020) (75)	T24S, R23W, Hodgeman, KA Sec. 10: NW1/4NE1/4	40 (Mississippi)
76.	John R Snyder (80 802330) (76)	Undetermined	Undetermined
77.	Star D (80 811070) (77)	T25S, R4E, Butler, KA Sec. 22: W1/2SW1/4SW1/4 and SE1/4SW1/4SW1/4 less one acre	29

SUMMARY
EXHIBIT A-IV
MID-CONTINENT PROPERTIES

Lease Name (Lease No.) (WHAM No.)	Property Description	Pine Acres (Formation)
78. Steele E Gas (80 811940) (78)	See Exhibit A-30	90
79. Luey R. Stinson (80 816490) (79)	See Exhibit A-31	87
80. D D Strange (80 818830) (80)	See Exhibit A-32	20 (S. to 2,000)
81. Stroud True Sand Unit (80 819710) (81)	T14N, R6E, Lincoln, OK Sec. 14: S1/2SW1/4 and NW1/4SW1/4NE1/4	90 (S. to True Sand - approx. 3,200')
82. Teagarden (80 835610) (82)	N. 200 acres of 257.65 acres, Sur. 8, W. E. Richardson, Block R, Fisher, TX	200
TOTALS		7,759.07

Where a formation is set out above, such formation is specifically described in the Pine Oil and Chemical Company records relating to the lease No. set forth in the first column above.

EXHIBIT A-1

A) DRILLING UNIT "A" - Consisting of 10 acres, including 8.241 acres out of the "ANGLIN SURVEY LEASE" and 1.759 acres out of the "HEDGECOCKE SURVEY STATE LEASE", described by notes and bounds as follows:

BEGINNING at a point in the east line of Survey 24, Block 47, H&TC RR, at the northwest corner of Survey 23, said Block 47 and the most westerly southwest corner of E. V. Hedgecocke Survey No. 40, Block V for the southwest corner of this unit.

TENENCE NORTH with the east line of Survey 24, Block 47, H&TC RR, at 26.5 varas pass the most southerly southwest corner of Mary Anglin Survey No. 1, 150.67 varas in all to a point in the east line of said Survey 24, for the northwest corner of this unit.

TENENCE EAST parallel to the north line of Survey 23, Block 47, H&TC RR, 374.68 varas to a point in the west line of Drilling Unit "B" for the northeast corner of this unit.

TENENCE SOUTH with the west line of Drilling Unit "B", at 124.17 varas cross the most southerly south line of Mary Anglin Survey No. 1, 150.67 varas in all to a point in the north line of Survey 23, Block 47, H&TC RR, for the southeast corner of this unit.

TENENCE WEST with the north line of Survey 23, Block 47, H&TC RR, 374.68 varas to the place of beginning and containing 10 acres.

EXHIBIT A-2

B) DRILLING UNIT "B" - Consisting of 10 acres, including 8.396 acres out of the "ANGLIN SURVEY LEASE" and 1.604 acres out of the

"HEDGECOKE SURVEY STATE LEASE", described by metes and bounds as follows:

BEGINNING at a point in the north line of Survey 23, Block 47, H&TC RR, 374.68 varas east of the northwest corner of said Survey 23 and at the southeast corner of Drilling Unit "A" for the southwest corner of this unit.

THENCE NORTH at 26.5 varas cross the most southerly south line of Mary Anglin Survey No. 1, at 150.67 varas pass the northeast corner of Drilling Unit "A", 165.25 varas in all to a point for the northwest corner of this unit.

THENCE EAST parallel to the north line of Survey 23, Block 47, H&TC RR, 341.62 varas to a point in the west line of Drilling Unit "C", for the northeast corner of this unit.

THENCE SOUTH with the west line of Drilling Unit "C", at 53.75 varas pass a northwest corner of E. V. Hedgecoke Survey No. 40, Block V, at 138.75 varas pass the most southerly southeast corner of Mary Anglin Survey No. 1, 165.25 varas in all to a point in the north line of Survey 23, Block 47, H&TC RR, for the southeast corner of this unit.

THENCE WEST with the north line of Survey 23, Block 47, H&TC RR, 341.62 varas to the place of beginning and containing 10 acres.

EXHIBIT A-3

E) DRILLING UNIT "E" - Consisting of 20 acres, including 13.336 acres out of the "HEDGECOCKE SURVEY STATE LEASE" and 6.664 acres out of the "ANGLIN SURVEY LEASE", described by metes and bounds as follows:

BEGINNING at a point in the north line of Survey 22, Block 47, H&TC RR, 293.92 varas west of the northeast corner of said Survey 22, at the southwest corner of Drilling Unit "F" for the southeast corner of this Unit.

THENCE WEST with the north line of Survey 22, Block 47, H&TC RR, 293.92 varas to a point in the north line of said Survey 22, at the southeast corner of Drilling Unit "D" for the southwest corner of this Unit.

THENCE NORTH with the east line of Drilling Unit "D", at 109.5 varas cross a south line of Mary Anglin Survey No. 1, at 237.5 varas cross the most northerly south line of E. V. Hedgecocke Survey No. 40, Block V, 364.14 varas in all to a point at the northeast corner of Drilling Unit "D" for the northwest corner of this Unit.

THENCE EAST parallel to the north line of Survey 22, Block 47 H&TC RR, 293.92 varas to a point at the northwest corner of Drilling Unit "F" for the northeast corner of this Unit.

THENCE SOUTH with the west line of Drilling Unit "F", at 146.64 varas cross the most southerly north line of Mary Anglin Survey No. 1, at 274.64 varas cross a north line of E. V. Hedgecocke Survey No. 40, Block V, 364.14 varas in all to the place of beginning and containing 20 acres.

EXHIBIT A-4

D) DRILLING UNIT "D" - Consisting of 20 acres, including 13.336 acres out of the "HEDGECOCKE SURVEY STATE LEASE" and 6.664 acres out of the "ANGLIN SURVEY LEASE" described by metes and bounds as follows:

BEGINNING at a point in the north line of Survey 22, Block 47, H&TC RR, 587.84 varas west of the northeast corner of said Survey 22, at the southwest corner of Drilling Unit "E" for the southeast corner of this unit.

THENCE WEST with the north line of Survey 22, Block 47, H&TC RR, 293.92 varas to a point in the north line of said Survey 22, at the southeast corner of Drilling Unit "C" for the southwest corner of this unit.

THENCE NORTH with the east line of Drilling Unit "C", at 109.5 varas cross a south line of Mary Anglin Survey No. 1, at 237.5 varas cross the most northerly south line of E. V. Hedgecocke Survey No. 40, Block V, at 372.4 varas pass the northeast corner of Drilling Unit "C", 384.14 varas in all, to a point for the northwest corner of this unit.

THENCE EAST parallel to the north line of Survey 22, Block 47, H&TC RR, 293.92 varas to a point at the northwest corner of Drilling Unit "E" for the northeast corner of this unit.

THENCE SOUTH with the west line of Drilling Unit "E", at 146.64 varas cross the most southerly north line of Mary Anglin Survey No. 1, at 274.64 varas cross a north line of E. V. Hedgecocke Survey No. 40, Block V, 384.14 varas in all to the place of beginning and containing 20 acres.

EXHIBIT A-5

C) DRILLING UNIT "C" - Consisting of 20 acres, including 13.154 acres out of "HEDGECOCKE SURVEY STATE LEASE" and 6.846 acres out of the "ANGLIN SURVEY LEASE", and described by notes and bounds as follows:

BEGINNING at a point in the north line of Survey 23, Block 47, H&TC RR, 716.3 varas east of the northwest corner of said Survey 23, at the southeast corner of Drilling Unit "B" for the southwest corner of this unit.

THENCE NORTH with the east line of Drilling Unit "B", at 26.5 varas pass the most southerly southeast corner of Mary Anglin Survey No. 1, at 111.5 varas pass an interior corner of said Mary Anglin Survey, at 165.25 varas pass the northeast corner of Drilling Unit "B", at 239.5 varas pass the most northerly southwest corner of E. V. Hedgecocke Survey No. 40, Block V, 374.4 varas in all, to a point in an east line of Mary Anglin Survey No. 1 for the northwest corner of this unit.

THENCE EAST 301.94 varas to a point in the west line of Drilling Unit "D" for the northeast corner of this unit.

THENCE SOUTH with the west line of Drilling Unit "D", at 124.9 varas cross the most northerly south line of E. V. Hedgecocke Survey No. 40, Block V, at 262.9 varas cross a south line of the Mary Anglin Survey

No. 1, 372.4 varas in all to a point in the north line of Survey 22, Block 47, H&TC RR for the southeast corner of this unit.

THENCE WEST with the north line of Survey 22, Block 47, H&TC RR, 68.24 varas to the northwest corner of said Survey 22.

THENCE SOUTH with the west line of Survey 22, Block 47, H&TC RR, 2.0 varas to the northeast corner of Survey 23, said Block 47.

THENCE WEST with the north line of Survey 23, Block 47, H&TC RR, 233.7 varas to the place of beginning and containing 20 acres.

EXHIBIT A-6

Being Subdivision No. 4 of the W.E. Lee Subdivision of John W. McKissick Svy. 208, plat of which is recorded in Volume 14, page 80 and 81, Deed Records, Jones County, Texas, containing 97 acres of land, **SAVE AND EXCEPT 5 acres** heretofore conveyed out of the SW corner of said Subdivision by D. L. Cole et ux to J. E. Darden, being the same land conveyed to C. J. Thompson by J. R. Russell et ux by deed dated 9-11-22, and recorded in Volume 113, page 557, Deed Records of Jones County, Texas. Containing 92 acres, more or less.

EXHIBIT A-7

Being 179.2 acres, more or less, out of the G. Martinez Svy. No. 207, Abstract 235, described as follows:

FIRST TRACT: Being all of Subdivision No. 3, of the Annie J. Hudson Subdivision of the South end of the G. Martinez Svy. No. 207, SAVE AND EXCEPT 11 1/2 acres sold by B. B. Todd to G.W. Mayfield, and described in correction deed dated 6-4-31, recorded in Vol. 177 page 424, Deed Records of Jones County, Texas, ALSO, SAVE AND EXCEPT 2 acres out of said Subdivision sold by B.B. Todd to G.W. Mayfield and described in Deed dated 8-8-31, recorded in Vol. 177, page 627, Deed Records of Jones County, Texas;

SECOND TRACT: Being West 13 1/2 acres of Subdivision #4 of the Annie J. Hudson Subdivision off of the South end of the G. Martinez Svy. 207, located in such manner that the East boundary line of said 13 1/2 acres of land shall be parallel to the most westerly West boundary line of said Subdivision #4, All in Jones County, Texas

EXHIBIT A-8

Tract A - S/2 of the NE/4 of Section 2, Block X02, MAOB RR Co. Survey, Hutchinson County, Texas, containing 80 acres;
Tract B - SE/4 of Section 2, Block X02, MAOB RR Co. Survey, Hutchinson County, Texas, containing 160 acres.

EXHIBIT A-9

10 acres in form of a square around the Brown Davis Condren Unit #1 Well, which is located 100 feet North of SW/corner of Section 1628, E. 4. & L. Co. Survey, limited to production below the base of the Strawn Formation

EXHIBIT A-10

Being 100 acres, more or less, out of William Shaw Boy.,
Abet. #378, said 100 acres being the South 1320' of the
235.8 acre tract conveyed to Mrs. Maud Miller by J. M.
McCorkey et ux by deed recorded in Volume 53, Page 373,
Deed Records of Archer County, TX; and the South line of
said 100 acres being parallel with the North line of the
W.E.F. Mahler tract;

EXHIBIT A-11

108 acres, more or less, off of the South end of Blk. 29, Cowhard Brothers Subdivision, said block being a part of RT&B RR Co. Svy. #3, the entire Blk. 29, Cowhard Brothers Subdivision, containing 310.54 acres, more or less; and being fully described in deed from J. J. Perkins to J. A. Kemp et al of record in Vol. 66, Page 83, Deed Records of Wichita County, Texas, the particular 108 acres being described in deed from Wichita County Water Improvement District #2 to C. W. Pace of record in Vol. 463, Page 299, Deed Records of Wichita County, Texas.

EXHIBIT A-12

DESCRIPTION:

Being a part of the Elijah Hartzog Survey on the waters of Sandy Creek in Grayson County, Texas, and being the West part of A. Hightower land:

BEGINNING 187 vrs. West from the SE cor. of the Hightower tract;
THENCE North 87 deg. West with center of road, 73^o vrs. to SW cor. of tract;
THENCE North 1-1/2 deg. East, with road, and West line of Hightower tract 307 vrs. to center of Copera Branch;
THENCE down said Branch, with the meanderings to Sandy Creek;
THENCE down said Sandy Creek, with its meanderings to NW corner of 20 acres out of the Hightower tract for Will Brown;
THENCE South with the West line of this 20-acre tract, 775 vrs. to the place of beginning, containing 86-3/4 acres of land, more or less,

LESS:

The west 52.31 acres, more or less, of the tract of land described in the oil, gas and mineral lease (said tract comprising 86-3/4 acres of land by deed call but 92.31 acres of land by actual survey) said 52.31 acres being bounded on the South by the South line of said 86-2/3 acres, on the West by the West line of said 86-3/4 acres, on the North by the North line of said 86-3/4 acres, and on the East by a straight line in a North-South direction such a distance East of the West line of said 86-3/4 acres as to contain 52.31 acres of land, more or less.

as follows: Tracts 3-A, 6-A, 13-A, 15-A, 16-A, 18-A and 24-A of Phase I and Phase II of the Sadler-Pennsylvanian Field Unit, as provided in Assignment of October 1, 1959, for allotment of indemnified unleased working interest and assigned undeveloped tracts as indicated in the Unit Agreement filed for record.

The West 52.31 acres, more or less, of the tract of land described in the oil, gas and mineral lease (said tract comprising 86-3/4 acres of land by deed call but 92.31 acres of land by actual survey); said 52.31 acres being bounded on the South by the South line of said 86-3/4 acres, on the West by the West line of said 86-3/4 acres, on the North by the North line of said 86-3/4 acres, and on the East by a straight line in a North-South direction such a distance East of the West line of said 86-3/4 acres as to contain 52.31 acres of land, more or less, Grayson County, Texas

A tract, lot, or parcel of land situated in Grayson County, Texas, and being out of the Elijah Hartzog Survey A-505 and being the called 2.0 acres, more or less, out of a certain 52.30 acres, more or less, recorded in Volume 431, page 396, Deed Records of Grayson County, Texas, and being more particularly described as follows, to wit: Beginning at the Northwest corner of said 52.30 acres, said corner being also the Northwest corner of the tract herein described; thence East, with the North line of said 52.30 acres, 350.0 feet to the Northeast corner of the tract herein described; thence in a Southwesterly direction 508.6 feet to a point on the West line of said 52.30 acres, said point being the South corner of the tract herein described; thence North, with the West line of said 52.30 acres, 497.3 feet to the Northwest corner of the tract herein described, being also the point of beginning and containing 2.0 acres, more or less

EXHIBIT A-13

PROPERTY DESCRIPTION

86-1/4 acres of land out of the Elijah Hartsog Survey, Abst. No. 303, Grayson County Texas, and being the west part of the A. Rightower land:

BEGINNING 187 vrs. West from the Southeast corner of the Rightower tract; **TWENCE** North 87 degrees West with center of road, 738 vrs. to Southwest corner of tract; **TWENCE** North 1-1/2 degrees East, with road, and West line of Rightower tract 307 vrs. to center of Copperas Branch; **TWENCE** down said Branch, with its meanderings to Sandy Creek; **TWENCE** down said Sandy Creek with its meanderings to Northwest corner of 20 acres out of the Rightower tract for Will Brown; **TWENCE** South, with the west line of this 20 acre tract, 776 vrs. to the place of beginning, containing 86-1/4 acres of land.

EXHIBIT A-14

110 acres, more or less, located in the N/2 NE/4 and east part of the N/2 NW/4 of Section 10, N&T.C.R.C. Co. Blk. 14, being bounded on the north and east by the lines said section; on the West by the W.P. Russell 130 acres; and on the South by the Mrs. M.V. Jenson (formerly Mrs. M.V. Greenvade) 90-6/10 acres.

EXHIBIT A-15

The West 60 acres of the South 120 acres of a survey of 320 acres, patented to F. M. Christopher, Assignee of W. P. Blake, by Patent No. 628, Volume 24, Abstract No. 1598, said 60 acres being described as follows: BEGINNING at the Southwest corner of said Blake Survey; THENCE North with its West Boundary Line $588\frac{3}{4}$ vrs to Southwest corner of R. O. Helvey tract; THENCE East with Helvey South line $575\frac{1}{2}$ varas; THENCE South $588\frac{3}{4}$ vrs. to South line of said survey; THENCE West $575\frac{1}{2}$ vrs. to the beginning, being the same land described in oil and gas lease executed by C. W. Armstrong, et ux, et al to David Oil Corporation dated August 1, 1957, recorded in Volume 220, page 521 of the Deed Records of Jack County, Texas.

EXHIBIT A-16

NE/4, E/2 SW/4, E/2 SW/4 Sec. 24-T5N-R26E C.M., Beaver
County, Oklahoma.

Irregular tr. being MKT RR Co's Yogan Subdivision main
line track R-O-W from Mile Post 282.52 to Mile Post 282.82
over, through and across the W/2 of the SW/4 of Sec.
24-5N-26E C.M. containing 5.52 acres, more or less, in
Beaver County, Oklahoma.

EXHIBIT A-17

Being the South 30 acres of the East 52.34 acres, or East 90.34 acres out of a 190.34 acre tract out of the J. M. Sharp Survey, Abstract #252, Wichita County, Texas described by metes and bounds as follows, to wit:

Beginning at a stone in the East line of the said Sharp Survey, same being the Southeast corner of a 500 acre tract out of said Survey heretofore sold to Ella A. Jones, et al. by J. M. Houston, et ux, said stone being the Northeast corner of the tract in question;

THENCE South with the East line of said Survey 2,080 feet to a point;

THENCE West 3,972.2 feet to a point in the West line of said Survey;

THENCE North 2,080 feet to a point in the Northwest corner of the original 482 acre tract owned by J. A. Tarhune;

THENCE East 3,972.2 feet to the Place of Beginning, from the surface to a depth of 2,000 feet below the surface.

EXHIBIT A-18

A part of the G. W. Denton Svy. #370, said part being described by metes and bounds as follows: BEGINNING at the original SW corner of said Svy. #370; THENCE E with the S line of said Svy. 481 3/20 vrs.; THENCE N 1877 vrs. to the NBL of said Svy. 370; THENCE W 481 3/20 vrs. to the original NW corner of said Svy 370; THENCE S 1877 vrs. to the beginning and containing 160 acres, more or less, Callahan County, Texas

EXHIBIT A-19

All that certain tract or parcel of land situated, lying and being in the County of Archer, State of Texas, and being 60 acres in the H.T. & B. RR Co. Survey #2, Certificate 539, Abstract 1240, and described by notes and bounds as 60 acres BEGINNING at the SW cor. of the NE/4 of this Survey; THENCE West 1327.2 feet; THENCE South 1225.1 feet; THENCE East 2133.3 feet; THENCE North 1225.1 feet; THENCE West 613.3 feet to beginning.

EXHIBIT A-20

**Being the N 160 acres of T&L Co. Svy. 1201, Abet. 282;
Young County, Texas**

EXHIBIT A-21

**167-5 acres, being the E/2 of J. Poitevent Survey No. 3,
Abstract 231, AS TO ALL DEPTHS, SAVE AND EXCEPT FOR THE
KENDALL STRAWN SAND WHICH IS UNITIZED IN THE CURRIE AND
LITTLEPAGE KENDALL 2400' STRAWN SAND UNIT.**

EXHIBIT A-22

That certain pooled unit described in Declaration of Unit dated March 18, 1975, executed by Sanford P. Pagadan, et al, and filed of record in Volume 75, Page 796, of the Deed Records, Clay County, Texas, which instrument was ratified by A. T. Remington, et al, by instrument dated April 18, 1975, recorded in Volume 276, Page 347, of the Deed Records, Clay County, Texas, being 49 acres of land, more or less, out of the Orange County School Lands Survey, Abstract No. 368;

EXHIBIT A-23

W 77.16 acres of the SW/4 of Svy. 4, Lunatic Asylum Lands, Abet. 1101, in Stephens County, Texas, save and except 15.63 acres, more or less, out of the NW cor of the SW/4 of Section 4 Lunatic Asylum Lands which is placed in the Sloan-Martin Unit

EXHIBIT A-24

Being 20 acres described as Beginning 1872.25 feet West and 586.88 Feet South of the Northeast corner of the North 147.8 acres of T&L Co. Survey No. 3419, Abet. No. 1234, Young County, Texas; Thence South 417.7 feet to the North bank of the Clark Fork of the Brazos River; Thence with the meanders of river as follows: N 60-55 W 86.33 feet, N 88-00 W 194.4 feet, S 80-00 W 458.3 feet, S 54-45 W 274.2 feet, S 69-00 W 121.4 feet, N 88-30 W 237.5 feet, N 64-45 W 245 feet, N 68-35 W 240 feet; Thence North 451.8 feet; Thence East 1741 feet to the place of beginning.

EXHIBIT A-25

Being 20 acres out of T&L Co. Survey 3415, Abst. No. 1234, in Young County, Texas, described as follows: BEGINNING 1995 feet North and 1012 feet West, the SE corner of said T&L Co. Survey 3415 and being a point in SBL of North 147.0 acres of said Survey; THENCE West 603.8 feet to bank of Clear Fork of Brazos River; THENCE following bank of river N 13-15 W 52.2 feet, N 35-15 W 188.9 feet, N. 68-55 W 258.3 feet, and N 88-00 W 33.2 feet; THENCE North 657.8 feet, THENCE East 999 feet; THENCE South 957 feet to place of BEGINNING.

EXHIBIT A-26

TRACT ONE:

Being 10 acres described as beginning 1872.25 feet West and 51.68 feet South of the Northeast corner of the North 147.8 acres of T&L Co. Survey No. 3415, Abstract No. 1234, Young County, Texas; Thence South 535 feet; Thence West 600 feet; Thence North 868.6 feet; Thence East 209.2 feet; Thence South 333.6 feet; Thence East 474.5 feet to the place of beginning.

TRACT TWO:

Being 10 acres described as beginning 231.96 feet North and 2346.75 feet West of the Northwest corner of the North 147.8 acres of T&L Co. Survey No. 3415, Abstract No. 1234, Young County, Texas; Thence West 600 feet; Thence North 757.4 feet; Thence North 79 East 58.3 feet; Thence North 86 East 186.1 feet; Thence North 76-30 East 197.2 feet; Thence North 62-10 East 187.0 feet; Thence South 622.2 feet to the place of beginning.

EXHIBIT A-27

50 ACRES, MORE OR LESS, out of Block 28, CANTON EIGHTH
Subdivision of Buffalo Head Creek land out of the William Graves Survey, ABSTRACT
81, from the surface to the depth of 3,000 feet.

EXHIBIT A-28

South 100 Acres of a 182.2 Acre Tract, said 182.2 Acres being
all that part of Lot No. 2, Blk. 70, of the American Tribune
New Colony Company Subdivision, lying East of the Archer City
Michita Falls Hwy.

EXHIBIT A-29

Approximately eighty (80) acres, less twenty (20) acres, out of the West part of the East 120 acres of the South Half (1/2) of BBB&C RR Co. Survey 227, Abstract 137, Throckmorton County, Texas, described as BEGINNING at the Northwest Corner of the East 120 acres of such survey; THENCE East 1027 feet; THENCE South 933 feet; THENCE East 427 feet; THENCE South 520 feet to the Southeast Corner of eighty-acre tract; THENCE West 1474 feet; THENCE North 1453

EXHIBIT A-30

**East 100 acres of the West 300 acres of Indianola R. R. Co. Survey, Abstract 156,
save and except down to and including the depth of 2500 feet in and under 10
acres of land around Panhandle's (American Petrofina, Inc.) Well No. 1, Young County, Texas.**

EXHIBIT A-31

87 acres, more or less, and being all of the N. M. Jones Survey,
Abstract No. 1612, save and except the 73 acres sold by J. W. Doss
et ux to Addie M. Graham by Deed dated April 5, 1904, and recorded
in Volume 37 at Page 279.

EXHIBIT A-32

Being the South 20 acres of the West 38 acres of the following described 180.34 acre tract out of the J. M. Sharp Survey, Abst. #262, Wichita County, Texas:

BEGINNING at a stone in the East line of the said Sharp Survey, same being the S. E. corner of a 500 acre tract out of said survey heretofore sold to Ella A. Jones, et al, by J. M. Sharp; at which said stone being the N. E. corner of the tract in question; THENCE South with the East line of said survey 2080' to a point; THENCE West 3872.2' to a point in the West line of said survey; THENCE North 2080' to a point in the N. W. corner of the original 180 acre tract owned by J. A. Turbano; THENCE East 3872.2' to the place of beginning.

And INsofar and ONLY INsofar as said Lease covers the interval or zone from the surface of the earth to a depth of 2,000 feet below the surface of the earth.

*Production
Operation
Covers & Revenue*

WH/01/ a partnership

1984 FINANCIAL AND PRODUCTION SUMMARY
AMERICAN PETROLEUM COMPANY OF TEXAS

*100 10,000
149,000*

EAST TEXAS

State	Lease Name	Working Interest	Revenue Interest	1984 GROSS Revenue	Taxes & Oper Expenses	1984 NET Revenue	Avg Monthly Net Revenue	Gross OIL Sales-YR	Net OIL Sales-YR	Gross Gas Sales-YR	Net Gas Sales-YR
TX	ARRINGTON UNIT NO 1		.0000340	4	(60)	(56)	(5)	1093	-0-	85712	4
TX	BETTIE BIRLSON GUL		.0007589	4460	(379)	4081	340	-0-	-0-	791579	1201
TX	BIRLSON-MCBAY GJ #1		.0007589	1185	(99)	1086	90	-0-	-0-	202019	101
LA	CVRA SU J (PARADE #2)		.0015742	389	(96)	293	24	5414	12	33961	53
LA	CV RA SU K JOHN ADKINS		.0247455	69	(25)	44	4	1420	1	-0-	-0-
MS	CALLDUN-WALL		.0156250	1022	(280)	742	62	2229	35	-0-	-0-
TX	CAYUGA NW RODESSA UNIT		.0000259	12	-0-	12	1	412	-0-	-0-	-0-
TX	CLARKENS GAS UNIT		.0000314	51	(51)	-0-	-0-	2151	-0-	-0-	-0-
LA	E COT VALLEY O TR 61 & 76		.0000683	-0-	-0-	-0-	-0-	-0-	-0-	1282361	41
TX	ELMART DOME-GAS UN		.0705729	244	(79)	165	14	204	-0-	-0-	-0-
TX	FERGUSON GAS UNIT #1		.0015058	1985	(538)	1447	121	-0-	-0-	26273	627
TX	C.F. FOSTER		.0515686	442	(34)	408	34	288	15	-0-	-0-
TX	FOUR STRATES		.0257813	710	(144)	566	47	1412	36	-0-	-0-
LA	GRAY RA SU C-OKINCRAPT A		.0015537	49	(1)	48	4	195	-0-	-0-	-0-
LA	GRAY RA SU J (PARADE #1)		.0015742	1890	(203)	1687	141	9426	16	10205	16
LA	GRAY RA SU K (M H COCKER)		.0247455	114	(3)	111	9	180	-0-	373369	588
MS	HEBRINGTON MARIUM		.0041552	1069	(316)	753	63	10313	42	26913	48
LA	R L HOLMES UNIT #1		.0012276	-0-	-0-	-0-	-0-	10	-0-	-0-	-0-
LA	HOMARD SAND UNIT		.0233762	3276	-0-	-0-	-0-	10	-0-	338	-0-
AR	HUGGIES		.0156250	251	(53)	198	17	4694	110	-0-	-0-
TX	SOUTH HASTEND UNIT #1		.0191936	1117	(91)	1026	86	-0-	-0-	17304	330
TX	INDIAN ROCK GAS UNIT #1		.0019085	121	(28)	93	8	1283	-0-	80483	154
TX	INDIAN ROCK GAS UNIT #2		.0000620	-0-	-0-	-0-	-0-	512	-0-	36236	-0-
TX	INDIAN ROCK GAS UNIT #3		.0016506	78	(15)	63	5	1473	-0-	84917	91

DEFENDANT'S
EXHIBIT
24

1984 FINANCIAL AND PRODUCTION SUMMARY

AMERICAN PETROFINA COMPANY OF TEXAS

EAST TEXAS

State	Lease Name	Working Interest	Revenue Interest	1984 GROSS Revenue	1984 Taxes & Oper Expenses	1984 NET Revenue	Avg Monthly Net Revenue	Gross Oil Sales-YR	Net Oil Sales-YR	Gross Gas Sales-YR	Net Gas Sales-YR	
TX	INDIAN ROCK GAS UNIT#5		.0001770	12	(72)	(60)	(5)	1624	-0-	97763	16	10
TX	INDIAN ROCK GAS UNIT#6		.0001226	4	(36)	(32)	(3)	974	-0-	63196	10	10
TX	INDIAN ROCK GAS UNIT#7		.0001522	2	(48)	(46)	(4)	773	-0-	52112	7	10
TX	INDIAN ROCK GAS UNIT#8		.0001304	10	(73)	(63)	(5)	1991	-0-	94299	12	10
TX	INDIAN ROCK GAS UNIT#9		.0001935	9	(132)	(123)	(10)	1322	-0-	75290	16	10
TX	INDIAN ROCK GU #10 W#1		.0001563	-0-	-0-	-0-	-0-	378	-0-	18930	-0-	10
TX	INDIAN ROCK GAS UN #11		.0000638	9	(60)	(51)	(4)	736	-0-	49056	-0-	10
TX	JAMES JACKSON GAS UNIT		.0000261	1	-0-	1	-0-	3651	-0-	1428	-0-	10
MS	MASONITE McDONALD		.0195492	3569	(1057)	2512	209	7321	-0-	143	-0-	10,000
MS	MASONITE McDONALD A		.0352730	1581	(281)	1300	108	1821	-0-	-0-	-0-	5,000
LA	K. PECK (HOUSTON SU 1)		.0043307	145	(3)	142	12	-0-	-0-	12741	55	500
AR	RAY REED		.0312500	458	(99)	359	30	495	15	-0-	-0-	1,500
TX	SEBRY GAS UNIT		.0052500	8404	(1819)	6585	549	61459	161	621592	1631	24,500
AR	W H STURGIS #1		.0177308	760	(144)	616	51	1574	28	-0-	-0-	2,500
MS	L.P. THORNTON G U 35-9		.0044090	210	(12)	198	17	-0-	-0-	50638	224	500
MS	USA-W H ASHBY		.0133590	2517	(821)	1696	141	5100	83	1252	17	6,500
AR	VUNDERBILT "A"		.0310058	1634	(310)	1324	110	1785	56	-0-	-0-	5,000
TX	J B WARD GAS UNIT		.0378991	628	(76)	552	46	-0-	-0-	4598	174	2,000
TX	WARREN OIL UNIT		.0014848	37	(8)	29	2	1614	-0-	-0-	-0-	10
TX	WEST YANTIS GAS UNIT 4		.0005449	556	(71)	485	40	-0-	-0-	499451	272	2,000
LA	MORTENBACH UN 5 TR 3		.0026442	27	(1)	26	2	-0-	-0-	1653	2	50
MS	W. YELLOW CREEK FIELD UT.		.0131250	3912	(1124)	2788	232	12441	163	-0-	-0-	11,500
AR	YOUNG 1-A		.0312500	460	(30)	430	36	496	16	-0-	-0-	1,500
AR	YOUNG		.0312500	736	(146)	590	49	788	25	-0-	-0-	2,000

1984 FINANCIAL AND PRODUCTION SUMMARY

AMERICAN PETROLEUM COMPANY OF TEXAS

Rocky Mountains

DEFENDANT'S
EXHIBIT
25

Page 1 of 50,000

State	Lease Name	Working Interest	Revenue Interest	1984 GROSS Revenue	Taxes & Oper Expenses	1984 NET Revenue	Avg Monthly Net Revenue	Gross OIL Sales-YR	Net OIL Sales-YR	Gross Gas Sales-YR	Net Gas Sales-YR
WY	Brooks Ranch Unit		.0002930	163	(27)	136	11	18,707	3	-0-	-0-
NM	Donahue # 2		.0175000	156	(10)	146	12	-0-	-0-	1,955	32
CO	Donaldson 26-1		.0260400	1,596	-0-	1,596	133	-0-	-0-	16,981	443
CO	Federal 33-51		.0015630	152	(10)	142	12	-0-	-0-	32,082	51
WY	Federal Ackerman		.0001500	4	-0-	4	.33	3,482	-0-	-0-	-0-
WY	Federal Apex 1-31		.0002000	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
WY	Federal Bisset # 1-18		.0001250	52	(12)	40	3	27,669	2	4,571	-0-
WY	Federal Diane 1-5		.0001006	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
WY	Federal Diane 2-5		.0000757	-0-	-0-	-0-	-0-	1,054	-0-	-0-	-0-
WY	Federal Felmont 2-7		.0000133	10	(2)	8	.66	11,995	-0-	107	-0-
WY	Federal Flna 1-6		.0000081	3	-0-	3	.25	3,574	-0-	-0-	-0-
WY	Federal Lowry 1-6		.0000196	8	(2)	6	.50	7,054	-0-	-0-	-0-
WY	Federal Mandell # 1-29		.0000500	4	-0-	4	.33	11,605	-0-	-0-	-0-
WY	Federal Mathew # 1-11		.0002000	-0-	-0-	-0-	-0-	1,617	-0-	-0-	-0-
WY	Federal Northlander # 1-4		.0001006	-0-	-0-	-0-	-0-	3,401	-0-	-0-	-0-
WY	Federal Wicker # 1-18		.0001055	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
UT	Ferron A Well 1-4		.0250000	26	(3)	23	2	-0-	-0-	5,928	147
UT	Ferron B Well 1-22		.0250000	123	(3)	120	10	-0-	-0-	28,144	686
UT	Ferron C Well 23-14		.2500000	44	(8)	36	3	-0-	-0-	9,792	245
UT	Ferron D Well 41-9		.0250000	8	-0-	8	.66	-0-	-0-	1,903	48
UT	Ferron E Well 41-22		.0250000	95	(1)	94	8	-0-	-0-	22,138	525
UT	Ferron F Well 12-3		.0250000	49	(5)	44	4	-0-	-0-	11,073	277
NM	Florance Pool Unit 1		.0625000	3,571	(418)	3,153	263	-0-	-0-	24,494	1,532
..	Flornace 65 SF-078625		.0257630	729	(192)	537	45	149	4	32,921	848

1984 FINANCIAL AND PRODUCTION SUMMARY

AMERICAN PETROLEUM COMPANY OF TEXAS

Rocky Mountains

State	Lease Name	Working Interest	Revenue Interest	1984 GROSS Revenue	Taxes & Oper Expenses	1984 NET Revenue	Avg Monthly Net Revenue	Gross Oil Sales-YR	Net Oil Sales-YR	Gross Gas Sales-YR	Net Gas Sales-YR
WY	Frye Federal # 1		.0000000	12	-0-	12	1	9,913	-0-	19,361	-0-
CO	Government Sloan # 1 & 2		.0125000	707	(19)	688	57	214	3 23,332	292	2,000
WY	Govern Trojan 22 17		.0137500	3,004	(269)	2,735	228	683	9 429,221	2,859	7,000
WY	Govern Trojan 21-21		.0075000	732	(118)	614	51	1,115	8 105,091	476	1,500
NM	Graham Com No 1		.0875000	379	(26)	353	29	-0-	-0-	8,085	70 1,000
NM	Graham IA		.0175000	758	(55)	703	58	-0-	-0-	9,049	158 2,000
NM	Hammond Wells # 1 & # 2		.0175000	573	(40)	533	44	-0-	-0-	6,593	115 1,500
NM	Hampton D #1 TR 1-7		.0875000	500	3,411	3,911	326	-0-	-0-	14,710	1,473 11,000
WY	Hogsback Bear Rur Knuddy U		.0080000	334	(12)	322	27	102	-0-	61,939	479 1,000
WY	Hogsback EV 023486		.0200000	4,955	(297)	4,658	388	1,308	13 435,634	4,318	15,000
WY	Hogsback SIX - 5		.0075000	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
WY	Hogsback S Salll		.0200000	3,099	(185)	2,914	243	817	4 272,435	2,701	8,500
WY	Hogsback South Unit 1-8		.0030000	12	(1)	11	1	108	-0-	9,182	12 10
WY	Hogsback SO LW 65-5 Gas		.0033750	232	(20)	212	18	448	-0-	71,871	203 500
WY	Hogsback WYO 02494		.0200000	617	(35)	582	48	164	-0-	54,491	542 1,500
WY	Hogsback WYO 034923		.0200000	617	(35)	582	48	164	-0-	54,491	542 1,500
WY	Hogsback WYO 034929		.0200000	586	(35)	551	46	164	-0-	51,973	522 1,500
WY	Hogsback WYO 04387		.0075000	1,158	(70)	1,088	91	817	-0-	272,264	1,011 2,500
WY	South Hogsback 34-8		.0137500	2,967	(237)	2,730	227	2,552	9 551,563	2,518	7,000
WY	South Hogsback 36x-5		.0056250	186	(13)	173	14	138	-0-	36,176	171 500
WY	South Hogsback W FAIX-20G		.0129809	142	(39)	112	9	203	2 11,861	62	200
NM	Ikertavo Unit Com 141		.0156250	1,044	(82)	962	80	-0-	-0-	2,300	231 1,500
WY	Inexco Federal # 4--7		.0001057	19	-0-	19	1	7,054	-0-	-0-	-0-
WY	Truh #28		.0021875	1,022	(104)	918	76	13,799	42	-0-	-0-

1984 FINANCIAL AND PRODUCTION SUMMARY

MEDICAN PETROFIN COMPANY OF TEXAS

Rocky Mountains

State	Lease Name	Working Interest	Revenue Interest	1984 GROSS Revenue	Taxes & Oper Expenses	1984 NET Revenue	Avg Monthly Net Revenue	Gross Oil Sales-YR	Net Oil Sales-YR	Gross Gas Sales-YR	Net Gas Sales-YR
WY	Irwin Fee 14-28		.0000000	319	(18)	301	25	4,261	10	-0-	-0- 1/000
NM	Jacquez # 1 & # 1-A		.0175000	1,498	(144)	1,354	113	-0-	-0- 29,251	512	3,000
NM	Jacquez No 1 SF 078510		.0090900	509	(77)	432	36	-0-	-0- 40,029	364	1,000
NM	Jacques # 3 (Dakota)		.0027750	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0- 10
WY	Jenkins Federal # 1		.0042500	232	(34)	198	16	1,673	7	1,694	7 500
WY	Jenkins Federal # 2		.0021152	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0- 10
WY	Jenkins Federal # 3		.0042500	33	(6)	27	2	279	1	61	-0- 10
WY	Jenkins Federal # 7 & # 9		.0042500	311	(49)	262	22	2,443	10	-0-	-0- 500
WY	Jenkins Federal # 8		.0042500	274	(46)	228	19	2,159	11	-0-	-0- 500
WY	Jenkins Federal # 11		.0042500	311	(42)	269	22	2,262	10	3,666	16 500
NE	Long Field Unit		.0026915	2,245	(543)	1,702	142	999	75	-0-	-0- 4,500
NM	Marion Ma Fed Cam 078478		.0168750	2,342	(229)	2,113	176	-0-	-0-	-0-	-0- 6,000
NM	NM 05791 Graham A Fed		.0175000	628	(112)	516	43	43	-0-	33,064	580 1,500
NM	NM 05791 Graham B Fed.		.0175000	3,398	(556)	2,840	237	-0-	-0- 159,871	2,797	8,500
NM	NM 05791 Graham C Fed		.0087500	2,040	(199)	1,841	153	230	2	65,356	679 4,500
NM	NM 05791 Graham MW Fed		.0175000	555	(41)	514	43	-0-	-0-	6,586	115 1,500
NM	NM 03605 A Marmon		.0175000	2,256	(172)	2,084	174	-0-	-0-	39,000	683 5,500
NM	NM 03604 Marmon A		.0500000	1,689	(257)	1,432	119	-0-	-0-	25,135	1,257 4,000
NM	Oxnard Well # 1 & # 2		.0175000	361	(34)	327	27	-0-	-0-	7,160	126 500
WY	Petrofina Federal # 1		.0021250	127	(21)	106	8	1,998	5	-0-	-0- 200
WY	Petrofina Federal # 2		.0021250	110	(17)	93	7	1,735	4	-0-	-0- 100
WY	Polson Draw Pilot WF Unit		.0000128	10	(1)	9	.75	32,843	-0-	1,160	-0- 10
WY	Powers Federal # 1		.0000000	9	-0-	9	.75	3,079	-0-	-0-	-0- 10
CO	Prairie Canyon 000 1		.0015625	71	(1)	70	6	-0-	-0-	51,234	79 1,000

1984 FINANCIAL AND PRODUCTION SUMMARY

AMERICAN PETROLEUM COMPANY OF TEXAS

Rocky Mountaineers

State	Lease Name	Working Interest	Revenue Interest	1984 GROSS Revenue	Taxes & Oper Expenses	1984 NET Revenue	Avg Monthly Net Revenue	Gross Oil Sales-YR	Net Oil Sales-YR	Gross Gas Sales-YR	Net Gas Sales-YR
NM	Oulinn No 2 SF 078511		.017000	632	(157)	475	39	314	6	37,952	664
NM	Oulinn No 3 SF 078511		.0087500	579	(40)	539	45	-	-	11,806	104
NM	Oulinn No 5 SF 078510 11		.0175000	9,204	(1,010)	8,194	683	3,167	59	156,399	2,736
NM	San Juan 3208 Unit		.0328583	2,627	(295)	2,332	194	-	-	33,224	1,087
NM	Seymour No 7		.0087500	979	(122)	857	71	-	-	23,542	527
NM	SF 078510 Blanco 31 8		.0175000	1,194	(115)	1,079	90	-	-	16,659	412
NM	SF 078478 Harron		.0175000	3,609	(420)	3,189	266	-	-	103,926	1,817
NM	SF 078476 Donald A WARE		.0175000	413	(47)	366	30	-	-	11,586	202
NM	SF 078476 Donald B WARE		.0087500	440	(91)	349	29	360	3	32,824	287
NM	SF 078476 Donald WARE		.0175000	2,816	(385)	2,431	203	-	-	102,924	1,800
NM	SF 078481 Oulinn Fed		.0175000	-	-	-	-	-	-	-	-
NM	SF 078508 Teel 1		.0087500	104	(91)	95	8	-	-	2,109	19
WY	South Spear Head # 1		.0000515	1	-	1	.08	-	-	1,913	-
WY	South Spear Head # 1		.0000515	1	-	1	.08	-	-	1,913	-
WY	South Mallettail-Muddy SU		.0022236	1,953	(358)	1,595	133	29,772	67	-	-
WY	Spear Head Federal # 1-24		.0001547	-	-	-	-	-	-	-	-
WY	Steinle Ranch Unit		.0000016	-	-	-	-	-	-	-	-
WY	Thompson-Federal # 2-33		.0021250	41	(3)	38	3	652	2	-	-
WY	Thompson-Fed # 3-33 & 4-33		.0021250	198	(35)	163	14	3,146	8	-	-
WY	Trojan Six-S Muddy Unit		.0106776	-	-	-	-	-	-	-	-
UT	U S UTA # 04600		.0250000	591	(20)	571	47	-	-	12,049	302
WY	Warner # 1-14		.0011794	355	(37)	318	26	-	-	104,032	117
TOTALS				75,512	(4,710)	70,801	5,892	221,642	379	3,863,711	41,760

199,000

1984 FINANCIAL AND PRODUCTION SUMMARY

AMERICAN PETROLEUM COMPANY OF TEXAS

State	Lease Name	Working Interest	Revenue Interest	1984 GROSS		Taxes & Oper Expenses		1984 NET		Avg Monthly Net Revenue	Gross Oil		Net Oil		Gross Gas		Net Gas	
				Revenue	Expenses	Revenue	Expenses	Sales-YR	Net Oil		Sales-YR	Net Gas	Sales-YR	Net Gas				
WY	Brooks Ranch Unit	.0093146	.0081503	2,989	(1,764)	1,225	916	102	12,349	101	-0-	348	305	1,000	1,000			
NM	EGMG Com E #6	.0377358	.0273438	1,076	(160)	916	167	14	732	-0-	66,284	44	300					
NM	Federal Com 2E & 2R	.0007522	.0006582	181	(14)	167	36	3	-0-	-0-	11,094	61	70					
NM	Callegos canyon Well177	.0062864	.0055006	74	(38)	36	117	119	-0-	-0-	34,835	2,776	1,500					
NM	Green States Com # 1	.0937500	.0796875	1,943	(534)	1,409	1,432	67	3	-0-	12,959	1,297	1,076					
NM	Huertano 98 NW810894 6	.0625000	.0531250	1,807	(375)	1,432	803	96	-0-	-0-	3,239	2,834	1,070					
NM	Huertano Unit 133 Well	.0781250	.0664062	1,116	(313)	803	119	65	-0-	-0-	27,536	1,976	1,070					
NM	Jacques Com A #1	.1367190	.1196293	2,121	(963)	1,158	44	44	-0-	-0-	9,045	1,976	1,070					
CO	Little Beaver D Unit	.0031250	.0026094	2,133	(2,169)	(36)	528	3)	1,376	72	-0-	9,045	1,976	1,070				
NM	Lobato Gas Unit B	.0160266	.0140233	616	(88)	528	795	65	-0-	-0-	27,536	1,976	1,070					
NM	Lobato Gas Com F #1	.0820312	.0717734	1,483	(698)	795	44	44	-0-	-0-	9,045	1,976	1,070					
NM	Lopez Gas Com (Dakota)	.0234954	.0205585	249	(355)	(106)	65	9)	45	1	-0-	76	65	2.0				
WY	No Meadow R Sharnon	.0408844	.0345472	188	(1,314)	(1,126)	9)	9)	212	7	-0-	76	65	2.0				
WY	No Meadow CR Susser	.0231402	.0195332	134	(863)	(729)	65	61)	14	5	-0-	76	65	2.0				
NM	Pubco State Com R-14 NW	.0097656	.0085449	3,258	(495)	2,763	230	536	5	1,337	1,171	4,000	2.0					
NM	Pubco State Com R-14 PC	.0195313	.0170898	169	(161)	8	.66	-0-	-0-	-0-	253	222	2.0					
NM	Sandoual Gas Unit C # 1	.0410156	.0358886	2,381	(335)	2,046	170	-0-	-0-	-0-	391	344	3,000					
NM	San Juan Unit 29-6 DK	.0050094	.0043832	3,258	(1,250)	2,008	167	-0-	-0-	-0-	4,503	3,942	2,500					
NM	Standard No. 1	.0468750	.0398438	4,824	(907)	3,917	326	8	7	2,202	1,870	6,000						
NM	State Gas Unit Y	.0312500	.0265625	2,796	(530)	2,268	189	-0-	-0-	-0-	667	567	3,000					
NM	State Gas Com BM # 1	.0310943	.0264301	575	(182)	393	33	-0-	-0-	-0-	4,201	111	500					
NE	So Torgeson "J" Sand Ut	.0242310	.0181732	3,277	(1,795)	1,482	123	6,106	113	-0-	-0-	111	500					

TOTALS

36,650 (15,303) 21,347 1,775 21,381 311 180,799 19,264 30,000

with 11/11/84, a partnership
 1984 FINANCIAL AND PRODUCTION SUMMARY

AMERICAN PETROFINA COMPANY OF TEXAS
 Mid Continent

11/11/84
 100,000

State	Lease Name	Working Interest	Revenue Interest	1984 GROSS Revenue	Taxes & Oper Expenses	1984 NET Revenue	AVG MONTHLY Net Revenue	Gross OIL Sales-YR	Net OIL Sales-YR	Gross Gas Sales-YR	Net Gas Sales-YR
KS	Albers		.0182290	1,198	(208)	990	82	2,274	40	-0-	-0-
TX	CW Armstrong A		.0273000	846	(202)	644	54	1,050	30	-0-	-0-
OK	Barby 1-24		.0019379	122	(12)	110	0	407	1	77,272	1,344
X	Block Estate # 1		.0548609	285	(69)	216	18	174	10	-0-	-0-
TX	Bruson Unit North		.0312500	137	(29)	108	9	814	5	-0-	-0-
TX	Burnside "P"		.0937500	1,396	(172)	1,224	102	502	47	-0-	-0-
TX	Myrtle Davidson		.0002149	487	(91)	396	33	3,655	17	2,800	13
TX	GW Denton Survey 370		.0144096	268	(19)	249	21	-0-	-0-	6,730	96
TX	Dull Kniffe #1		.0010742	697	(45)	652	54	-0-	-0-	578,411	623
TX	Edwards Brown Harlan		.0078125	229	(68)	161	13	1,041	6	-0-	-0-
TX	Edwards Estate		.0140625	552	(33)	519	43	1,402	20	-0-	-0-
TX	Edwards Est GB		.0078125	497	(97)	400	33	2,307	20	8	-0-
TX	Edwards Ranch		.0078125	4,424	(799)	3,625	302	17,208	136	25,605	201
TX	Edwards Ranch 32 HAR		.0078125	277	(130)	147	12	1,264	7	-0-	-0-
TX	Evans		.0546880	1,855	(509)	1,346	112	1,148	62	-0-	-0-
TX	Maud Graham		.0546870	597	(117)	480	40	371	21	-0-	-0-
TX	BL Hope		.0042969	804	(161)	643	54	5,728	23	10,991	47
TX	East Hull Slik SD Unit		.0625000	1,294	(273)	1,021	85	711	44	-0-	-0-
TX	Jackson		.0042969	726	(59)	667	55	364	2	47,564	204
TX	Kendall Strawn Unit		.0438430	1,193	(259)	934	78	911	40	-0-	-0-
KS	Kraft Prusa Unit		.0000338	16	-0-	16	1	12	-0-	-0-	-0-
TX	Landa Dial "A"		.0505860	2,533	(448)	2,085	174	1,698	87	-0-	-0-
KS	Lorraine LKC Unit		.0114628	1,863	(425)	1,438	120	5,762	68	-0-	-0-
TX	Lyles Unit		.0232422	366	(40)	326	27	361	8	1,615	38

DEFENDANT'S
 EXHIBIT
 26

1984 FINANCIAL AND PRODUCTION SUMMARY

AMERICAN PETROLEUM COMPANY OF TEXAS

Mid Continent

State	Lease Name	Working Interest		1984 GROSS		Taxes & Oper Expenses		1984 NET		Avg Monthly		Gross Oil		Net Oil		Gross Gas		Net Gas	
		Revenue	Interest	Revenue	Interest	Revenue	Expenses	Revenue	Net Revenue	Net Revenue	Sales-YR	Sales-YR	Sales-YR	Sales-YR	Sales-YR	Sales-YR	Sales-YR	Sales-YR	
TX	D D Strange	.0211781		985	(95)	890		74	2,858	32	-0-	-0-	1,500						
OK	Stroud Prue Sand Unit	.0098704		592	(130)	462		38	1,984	24	334	2	1,000						
TX	Teagarden	.0039063		217	(58)	159		13	1,850	11	-0-	-0-	200						
TX	Gulf Wilttenburg	.0252930		2,438	(224)	2,214		184	275	7	18,200	921	4,400						
TX	Gulf Wilttenburg D	.289063		2,501	(353)	2,148		179	1,627	46	14,554	421	4,000						
TX	J A Wilttenburg A	.0505860		3,380	(498)	2,882		240	1,613	81	2,921	147	5,000						
TX	J A Wilttenburg D	.0252929		3,426	(531)	2,895		241	3,118	78	17,166	435	5,000						
TX	Wilttenburg George	.0289060		1,886	(293)	1,593		133	1,491	45	5,541	160	3,000						
TX	Wilttenburg Kimberlin	.0505870		3,109	(536)	2,573		214	1,845	95	964	49	4,500						
TOTALS				71,045	(11,805)	59,240		4,933	104,573	1,945	964,520	6,967	100,000						

AMERICAN PETROLEUM COMPANY OF TEXAS

Mid Continent

State	Lease Name	Working Interest	Revenue Interest	1984 GROSS		1984 NET		Avg Monthly Net Revenue	Gross Oil Sales-YR	Net Oil Sales-YR	Gross Gas Sales-YR	Net Gas Sales-YR	
				Revenue	Taxes & Oper Expenses	Revenue	Expenses						
OK	Atlantic Long Unit	.0445920	.0390180	1,219	(900)	319	(26)	-0-	-0-	-0-	1,337	1,171	1/80
TX	Brown Condron Davis Un.	.0772300	.0691249	25,530	(11,706)	13,824	1,152	12,373	854	-0-	-0-	-0-	1/2,200
OK	Cement I Unit	.0115081	.0089151	23,414	(26,478)	(3,064)	(255)	1,533	787	-0-	-0-	-0-	5/80
TX	Christian GRC Unit A	.4625000	.4097730	6,535	(5,486)	1,049	87	496	204	-0-	-0-	-0-	5/80
TX	Christian GRC Unit B	.4625000	.4093250	4,946	(4,562)	384	32	341	139	-0-	-0-	-0-	1/80
TX	Christian GRC Unit C	.4625000	.4236985	12,365	(6,010)	6,355	529	926	394	-0-	-0-	-0-	6/800
TX	Christian GRC Unit D	.4625000	.4239625	4,588	(4,495)	93	8	304	129	-0-	-0-	-0-	1/80
TX	Christian GRC Unit E	.4625000	.4239625	7,183	(4,998)	2,185	182	519	220	-0-	-0-	-0-	1/800
OK	Claytor TA Cromwell Un.	.0319650	.0276010	216	(416)	(200)	(16)	-0-	-0-	-0-	10,656	286	2.5
TX	Foy	.2500000	.2187500	-0-	(368)	(368)	(30)	-0-	-0-	-0-	-0-	-0-	2.5
TX	Foy A	.2500000	.2187500	10,335	(8,307)	2,028	169	1,594	349	-0-	-0-	-0-	5/80
OK	Harrell	.5000000	.4375000	18,306	(22,510)	(4,204)	(350)	1,441	629	-0-	-0-	-0-	2,800
TX	Mahler Unit TR 1	.2819480	.2467048	18,329	(13,368)	4,961	413	1,409	612	-0-	-0-	-0-	5/80
OK	SE Marletta Basal CCU	.0000499	.0000432	3	1	4	.33	48	-0-	-0-	5,253	10	2.5
KS	Nelman	.2500000	.2187500	3,127	(2,740)	387	32	496	108	-0-	-0-	-0-	1/80
TX	C W Pace B	.5000000	.4375000	8,380	(6,238)	2,142	178	640	280	-0-	-0-	-0-	5/80
OK	Pearl Patterson UN I	.1093750	.0957031	785	(280)	505	42	-0-	-0-	-0-	-0-	-0-	5/80
TX	Sadler Penn Unit	.0114400	.0083599	27,512	(22,491)	5,021	418	8,457	951	-0-	26,654	2,552	5/80
TX	Sandusky Oil Creek SU	.0125940	.0086360	4,488	(3,432)	1,056	88	777	147	15,627	2,117	278	2,500
TX	John Scoggins	.1661600	.1363032	5,465	(4,664)	801	67	1,344	184	-0-	-0-	-0-	2/80
KS	Sklmer B	.1335938	.1085450	654	(1,058)	(404)	(34)	217	24	-0-	-0-	-0-	1/80
OK	Ward D	.0028830	.0025219	1,778	(237)	1,541	128	-0-	-0-	-0-	360,700	403	2,800
OK	Ward D-1	.0053791	.0000000	-0-	(485)	(485)	(40)	-0-	-0-	-0-	-0-	-0-	2.5
TX	Whittemburg B & D	.4625000	.4046675	75,075	(54,480)	20,595	1,716	4,480	1,813	9,721	3,936	1,200	1/2,800
				760,733	(705,708)	54,525	4,542.33	37,395	7,824	432,065	8,771	1/2,800	1/2,800

FILED

JUL. 1988

Jack C. ...
U.S. DISTRICT COURT

ajb

OBA # 8879

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FARMERS INSURANCE COMPANY,
INC.,)

Plaintiff,)

vs.)

DANAH MARTIN, ESTHER HILL,
and DEAWANA GREEN,)

Defendants.)

Case No: 88-C-0041-C

ORDER OF DISMISSAL

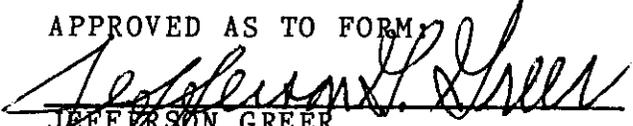
Now on this 5th day of July, 1988, on the plaintiff's application for dismissal, the court finds that all claims and issues between the parties herein have been settled, and that the matter should be dismissed with prejudice.

IT IS THEREFORE ORDERED, by the court that the above captioned be and it is hereby dismissed with prejudice.

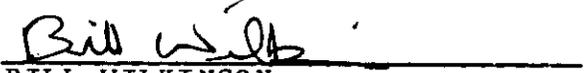
(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:



JEFFERSON GREER
Attorney for Danah Martin



BILL WILKINSON
Attorney for Defendants,
Ester Hill and Deawanna Green



ROBERT TAYLOR
Attorney for Plaintiff
Farmers Insurance Co., Inc.

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

JUL -5 1988

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

BURKHART PETROLEUM CORPORATION,)
)
 Plaintiff,)
)
 vs.)
)
 ANR PIPELINE COMPANY,)
)
 Defendant.)

87-C-257-C

O R D E R

Before the Court is the motion for partial summary judgment filed by plaintiff Burkhart Petroleum Corporation (Burkhart) against the defendant ANR Pipeline Company (ANR). Plaintiff requests the Court to strike, as insufficient as a matter of law, the fourteen affirmative defenses set forth by the defendant in its Answer filed on May 19, 1987. Further, plaintiff seeks summary judgment on the basis that the Gas Purchase Contract at issue in this action is clear and unambiguous, including the take-or-pay provision, and therefore should be strictly enforceable according to its terms. Plaintiff seeks monetary damages for ANR's alleged past breaches of the take-or-pay provision of the Gas Purchase Contract and a declaration of the parties' rights under the Contract to prevent alleged ongoing and future breaches.

The parties have filed with the Court extensive briefs and exhibits in support of their respective positions. Oral arguments were heard on February 19, 1988. The factual data is summarized below.

Burkhart is the producer/seller, and ANR is the pipeline/

purchaser under the disputed Gas Purchase Contract. A take-or-pay provision requires the pipeline/purchaser "either to accept currently a certain percentage of the gas each well was capable of producing, or to pay the contract price for that gas with a right to take delivery at some later time, usually limited in duration." Transcontinental Gas Pipeline Corp. v. State Oil, 474 U.S. 409, 412 (reh denied 106 S.Ct. 1485). The Contract enumerates separate events which constitute force majeure. The force majeure provision in question reads

If either Buyer or Seller is rendered unable, wholly or in part, by force majeure or any other cause of any kind not reasonably within its control to perform or comply with any obligation or condition of this Agreement, upon giving notice and reasonably full particulars to the other party such obligation or condition shall be suspended during the continuance of the inability so caused and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during such period.... The term "force majeure" shall include, without limitation by the following enumeration, acts of God and the public enemy, the elements, fire, accidents, breakdowns, strikes and any other industrial, civil or public disturbance, inability to obtain materials, supplies, permits, or labor, any act or omission (including failure to take gas) of a purchaser of gas from Buyer which is excused by any event or occurrence of the character herein defined as constituting force majeure, temporary or permanent failure of gas supply, and any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military.....

The primary issue before the Court has been narrowed to ANR's defensive assertion that the passage of a regulation by the Federal

Energy Regulatory Commission (FERC) constitutes force majeure, as defined under the Gas Purchase Contract, thereby suspending ANR's obligation under the take-or-pay provision. The regulation is commonly referred to as FERC Order 380. See 18 CFR Sec.154.111.

SUMMARY OF ANR'S ALLEGATIONS

1. ANR has had primarily four major customers for gas distribution. These are Michigan Consolidated Gas Company (MichCon), Wisconsin Gas Company, Wisconsin Public Service Company and Wisconsin Natural Gas Company (collectively "Wisconsin" customers). Historically and through calendar year 1984, ANR depended upon these customers for about 80% of its sales. (Sales are regulated by FERC). MichCon is the largest gas distribution utility in Michigan. These four customers were subject to obligations to ANR which ensured continued gas purchases from ANR. With respect to MichCon, ANR had the protection of what is known in the industry as a "minimum bill". This is an obligation to take without any rights of recoupment pursuant to which MichCon was required to pay ANR the full price for 210 billion cubic feet of gas per year if MichCon failed to take such gas. ANR also had a minimum bill with respect to the Wisconsin customers. All of ANR's customers were subject to minimum bill obligations which ANR alleges protected its market from other suppliers. To meet these obligations ANR entered into long term contracts similar to the Gas Purchase Contract with Burkhart. These contracts included take-or-pay provisions, which functioned similarly to the minimum bill provisions in the contracts ANR had with its customers.

2. In May, 1984, FERC promulgated Order 380 which became effective in July, 1984. Order 380 provides:

Any pipeline rate schedule or tariff governing the sale of natural gas shall be inoperative and of no effect at law to the extent it provides for recovery of purchased gas costs for gas not taken by the buyer.

Order 380 excused pipeline customers from paying the variable cost portion of their minimum bill obligations. ANR's main contention is that Order 380 automatically excused ANR's customers from their purchase obligation to ANR but did not afford any corresponding relief to ANR as to its Contract obligation to producers like Burkhart. After Order 380, "spot gas" entered ANR's market area at very low prices. A pipeline company's cost to supply gas is significantly higher than spot market prices. Current FERC regulations require that the gas cost component of pipelines' rates, including ANR's, be equivalent to the pipelines' weighted average cost of gas (WACOG). No pipeline company can make a profit on gas; the cost of gas is passed straight through to the pipeline company's customers without mark-up or mark-down. ANR cannot lower its WACOG sufficiently to permit it to compete with the spot market.

3. In May, 1985, MichCon informed ANR that it was reducing its purchases and replacing ANR's gas with spot gas. (MichCon accounts for more than 40% of ANR's sales.) MichCon advised ANR that MichCon's reduced takes were permitted by recent governmental rules, regulations and acts.

4. MichCon's announcement was due to Order 380 and to

compulsory least-cost-purchasing imposed by Michigan statute and policies and practices of the Michigan Public Service Commission (MPSC). Order 380 and compulsory least-cost-purchasing imposed by Michigan statute and policies and practices of the MPSC are laws, orders, rules, regulations and acts of governmental bodies.

5. The MPSC has permitted MichCon to reduce drastically its purchases from ANR and to substitute, instead, available lower-cost spot market gas.

6. On May 29, 1985, ANR invoked the force majeure clause in its Contract with Burkhart. ANR has not booked any take or pay obligations for any periods of time after May 29, 1985. ANR contends that it is relieved of the take-or-pay obligation because of force majeure which affected ANR's takes of gas system-wide.

7. ANR argues that whenever its obligation to take gas is "affected" by force majeure, there is no obligation to pay for any gas not taken.

8. ANR asserts that it has been rendered unable, wholly or in part, to take gas from Burkhart. ANR asserts that it has become physically impossible to push any more gas in its pipelines or storage facilities with no outlet -- because their customers are failing to take gas out.

9. ANR alleges it has lost more than half of its sales due to governmental orders. At the same time, ANR's supply situation has not declined proportionately. ANR's total contract obligations in 1986 exceeded ANR's actual takes by more than 200 billion cubic feet.

10. ANR alleges it does not have to suffer prejudice to the extent of bankruptcy to qualify as "unable" to take gas. ANR defines "unable" as impracticable.

SUMMARY OF BURKHART'S ALLEGATIONS

1. ANR has been regulated by FERC for decades. ANR knew this at the time it entered into the Gas Purchase Contract. The Contract is replete with references and contingencies with respect to FERC regulation. If ANR or Burkhart had intended that ANR should be relieved of its obligations because of a regulatory change in connection with its minimum billing practices, that subject would have been expressly included as an event of force majeure. It was not.

2. The force majeure clause only applies when one of the conditions mentioned in the clause renders ANR unable to perform. A take or pay obligation can be satisfied by alternative performance. Nothing cited renders ANR unable to pay.

3. Order 380 does not render ANR unable to perform. Minimum billing gives ANR the right to present its major customers a minimum bill each accounting period so that it is assured of recovering its operating costs. FERC allowed ANR to present minimum bills to its major customers so that it had a reliable cash flow to pledge in order to obtain financing for purposes of building the interstate pipeline system. FERC reexamined the need for minimum bills and rejected them, at least in part, in Order 380.

4. ANR is not a weak financial enterprise that is unable to

pay for gas not taken under the Contract. Moreover, FERC has accommodated ANR in revising its rate and tariff design to insure that ANR maintain its strong financial base.

5. FERC has proposed a solution to the pipelines' take-or-pay problems which allows the pipelines to recover one-half of such costs from their longer-term "firm" customers if they are willing to assume responsibility for the other half.

6. FERC has issued a policy statement to the effect that FERC implicitly acknowledges that the take-or-pay and price obligations undertaken by the major pipelines during the perceived gas shortages are valid and must be satisfied.

7. Even if ANR must bear one-half of the take-or-pay costs incurred, payment of these will be made easier because of increased transportation revenues which ANR receives from its longer-term customers who have switched to other suppliers.

8. Assuming arguendo that ANR cannot physically take additional volumes of Burkhart's gas into its pipelines, there is no reason to believe ANR is not capable of making "take-or-pay" payments. As a consequence, actual inability to perform has not occurred.

9. "Loss of a market for gas" is not included in the list of specifically enumerated force majeure events. Yet ANR would have the Court interpret the force majeure clause as a "market-out clause", i.e. a clause which excuses pipeline performance in the event of a specific market event (e.g. a price change.)

The Court has thoroughly considered the respective positions taken by the parties, examined the Gas Purchase Contract in question and reviewed the force majeure provision contained therein. The Court finds as follows:

1. The force majeure clause is unambiguous.
2. FERC is a governmental agency within the meaning of the parties' force majeure clause.
3. FERC is empowered to exercise its authority to regulate rates, charges and practices of natural gas companies by the Natural Gas Act, 15 U.S.C. Sec.717 et seq.
4. By eliminating the variable cost portion of the natural gas companies' tariffs, FERC was acting within its lawful authority to regulate transporters of natural gas. MIGC, Inc. v. F.E.R.C., 770 F.2d 1146, 1156 (D.C. Cir. 1985).
5. Order 380 has the effect of allowing customers of ANR to pick and choose among its pipeline suppliers (including "spot gas" markets) without incurring charges for gas it does not take.
7. The obligation between ANR and customers, like MichCon, consisted of a Service Agreement, which incorporated a Rate Schedule "by reference to the tariff" and the Rate Schedule included the Minimum Commodity Bill provision.
8. FERC's promulgation of Order 380 was the direct cause of ANR's customers' reductions of gas takes and excused their performance under the Service Agreement.
9. The Rate Schedule expressly contained a provision which acknowledges that the rates are subject to change "from time to

time" by FERC.

10. A force majeure clause is a provision in a contract excusing performance by a party under specified circumstances. 8 H. Williams & Meyers, Oil and Gas Law Manual of Oil and Gas Terms at 369-370 (1987). A force majeure clause defines the areas of unforeseeable events that might excuse nonperformance within the contract period. Gulf oil Corp. v. F.E.R.C., 706 F.2d 444, 452 (3rd Cir. 1983) (cert. denied 464 U.S. 1038).

11. Although action by a regulatory agency can be anticipated, the timing and resulting impact is unforeseeable. Therefore, ANR's legitimate concern that a customer could be relieved of a portion of its minimum commodity bill requirement by FERC, without any corresponding relief to ANR of its take-or-pay obligations under its contract with Burkhart, caused ANR to include the governmental acts event within the force majeure provision of its Gas Purchase Contracts.

12. The effect of the passage of Order 380 is an act of force majeure, as defined under the force majeure provision contained in the parties' Gas Purchase Contract.

13. The term "unable" is synonymous with "impracticable" when used in Gas Purchase Agreements. See International Minerals & Chemical Corp. v. Llano, 770 F.2d 879 (10th Cir. 1985) (cert. denied 475 U.S. 1015).

14. Whether ANR has been rendered "unable, wholly or in part, by force majeure" is a question of fact for the trier of fact rendering summary judgment inappropriate.

15. At the hearing on February 19, 1988, ANR informed the Court that it has withdrawn the following affirmative defenses: unconscionability, laches, estoppel, waiver, release and mistake.

WHEREFORE, premises considered, it is the order of the Court that plaintiff's application for the Court to strike defendant's remaining affirmative defenses is hereby DENIED.

IT IS THE FURTHER ORDER OF THE COURT that plaintiff's motion for partial summary judgment on the issue of liability under the Gas Purchase Contract is hereby DENIED.

It is so Ordered this 30th day of June, 1988.


H. DALE COOK, Chief Judge
United States District Court

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
 vs.)
)
 ALBERT L. MASON; CAROL S.)
 MASON; COUNTY TREASURER,)
 Rogers County, Oklahoma; and)
 BOARD OF COUNTY COMMISSIONERS,)
 Rogers County, Oklahoma,)
)
 Defendants.)

FILED

JUL 1 1988

Jack C. Silver, Clerk
U.S. DISTRICT COURT.

CIVIL ACTION NO. 88-C-343-E

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 30th day of June, 1988. The Plaintiff appears by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney; the Defendants, County Treasurer, Rogers County, Oklahoma, and Board of County Commissioners, Rogers County, Oklahoma, appear by Ernest E. Haynes, Jr., Assistant District Attorney, Rogers County, Oklahoma; and the Defendants, Albert L. Mason and Carol S. Mason, appear not, but make default.

The Court being fully advised and having examined the file herein finds that the Defendants, Albert L. Mason and Carol S. Mason, acknowledged receipt of Summons and Complaint on April 12, 1988; that Defendant, County Treasurer, Rogers County, Oklahoma, acknowledged receipt of Summons and Complaint on April 13, 1988; and that Defendant, Board of County Commissioners, Rogers County, Oklahoma, acknowledged receipt of Summons and Complaint on or about April 25, 1988.

It appears that the Defendants, County Treasurer, Rogers County, Oklahoma, and Board of County Commissioners, Rogers County, Oklahoma, filed their Answer herein on April 25, 1988; and that the Defendants, Albert L. Mason and Carol S. Mason, have failed to answer and their default has therefore been entered by the Clerk of this Court.

The Court further finds that this is a suit based upon a certain mortgage note and for foreclosure of a mortgage securing said mortgage note upon the following described real property located in Rogers County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Twenty-One (21) of SKULL HOLLOW COVE, a Subdivision of a part of the East Half (E/2) of Section Twenty-Six (26), Township Twenty-Three (23) North, Range Fifteen (15) East of the Indian Base and Meridian, Rogers County, State of Oklahoma, according to the recorded plat thereof.

The Court further finds that on August 8, 1986, the Defendants, Albert L. Mason and Carol S. Mason, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, their mortgage note in the amount of \$67,500.00, payable in monthly installments, with interest thereon at the rate of nine and one-half percent (9.5%) per annum.

The Court further finds that as security for the payment of the above-described note, the Defendants, Albert L. Mason and Carol S. Mason, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, a mortgage dated August 8, 1986, covering the

above-described property. Said mortgage was recorded on August 8, 1986, in Book 738, Page 245, in the records of Rogers County, Oklahoma.

The Court further finds that the Defendants, Albert L. Mason and Carol S. Mason, made default under the terms of the aforesaid note and mortgage by reason of their failure to make the monthly installments due thereon, which default has continued, and that by reason thereof the Defendants, Albert L. Mason and Carol S. Mason, are indebted to the Plaintiff in the principal sum of \$67,142.73, plus interest at the rate of 9.5 percent per annum from June 1, 1987 until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing.

The Court further finds that the Defendants, County Treasurer and Board of County Commissioners, Rogers County, Oklahoma, claim no right, title, or interest in the subject real property.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendants, Albert L. Mason and Carol S. Mason, in the principal sum of \$67,142.73, plus interest at the rate of 9.5 percent per annum from June 1, 1987 until judgment, plus interest thereafter at the current legal rate of 7.54 percent per annum until paid, plus the costs of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants, County Treasurer and Board of County Commissioners, Rogers County, Oklahoma, have no right, title, or interest in the subject real property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendants, Albert L. Mason and Carol S. Mason, to satisfy the money judgment of the Plaintiff herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisalment the real property involved herein and apply the proceeds of the sale as follows:

First:

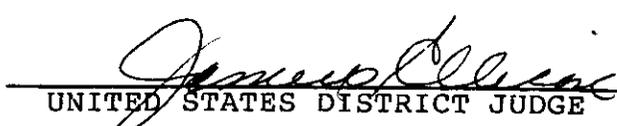
In payment of the costs of this action accrued and accruing incurred by the Plaintiff, including the costs of sale of said real property;

Second:

In payment of the judgment rendered herein in favor of the Plaintiff.

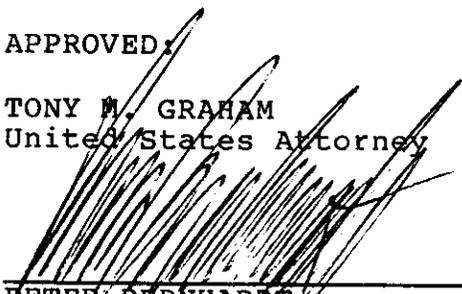
The surplus from said sale, if any, shall be deposited with the Clerk of the Court to await further Order of the Court.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above-described real property, under and by virtue of this judgment and decree, all of the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of any right, title, interest or claim in or to the subject real property or any part thereof.


UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM
United States Attorney



PETER BERNHARDT
Assistant United States Attorney



ERNEST E. HAYNES, JR.
Assistant District Attorney
Attorney for Defendants,
County Treasurer and
Board of County Commissioners,
Rogers County, Oklahoma

PB/css

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
 vs.)
)
 JAMES H. BURKHALTER; CREDELLA)
 ENGLISH BURKHALTER; MORTGAGE)
 ASSOCIATES, INC., now known as)
 FLEET MORTGAGE CORPORATION;)
 GENERAL CREDIT COMPANY, now)
 known as FIDELITY FINANCIAL)
 SERVICES, INC.; FORD CONSUMER)
 CREDIT COMPANY; COUNTY)
 TREASURER, Tulsa County,)
 Oklahoma; and BOARD OF COUNTY)
 COMMISSIONERS, Tulsa County,)
 Oklahoma,)
)
 Defendants.)

FILED

JUL 1 1988

Jack C. Silver, Clerk
U.S. DISTRICT COURT

CIVIL ACTION NO. 88-C-461-E

ORDER

Upon the Motion of the United States of America acting on behalf of the Administrator of Veterans Affairs by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Nancy Nesbitt Blevins, Assistant United States Attorney, to which no objections have been filed, it is hereby ORDERED that this action shall be dismissed without prejudice.

Dated this 30th day of June, 1988.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

TONY M. GRAHAM
United States Attorney



for NANCY NESBITT BLEVINS
Assistant United States Attorney
3600 United States Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED
JUN 30 1988
Jack C. Silver, Clerk
U.S. DISTRICT COURT

ROBERT BRISCO,)
)
 Plaintiff,)
)
 v.)
)
 AMERICAN AIRLINES, INC.)
)
 Defendant.)

Case No. 88-C-117-B

FILED
JUL - 1 1988

Jack C. Silver, Clerk
U.S. DISTRICT COURT

JUDGMENT

This matter comes before the Court on American Airlines, Inc.'s Motion for Summary Judgment. The Motion for Summary Judgment shall be considered a Motion to Dismiss for lack of subject matter jurisdiction. The issues having been duly considered and a decision having been reached as set forth in the Order filed herein on June 23, 1988, this Court finds that judgment should be entered on behalf of the Defendant, American Airlines, Inc. as against the Plaintiff, Robert Brisco, together with the costs of this action.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that judgment is hereby entered on behalf of the Defendant, American Airlines, Inc. and against the Plaintiff, Robert Brisco, together with costs of this action.

ORDERED this 1st day of July, 1988.

S/ THOMAS R. BRETT

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Defendants be and they are hereby restrained from sexually harrassing Plaintiff or retaliating against her for any complaints of sexual harrassment or discharging her without just cause as defined and delimited by the collective bargaining agreement and the lawful company rules and that this injunction shall be in effect until July 1, 1990.

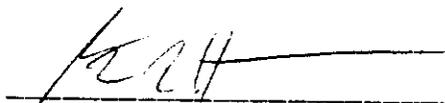
IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that any point or demerit assessed against Plaintiff for having attended the settlement conference in this Court on May 16, 1988, shall be removed from Plaintiff's record with the Defendant company and removed from Plaintiff's personnel file with said company and that same shall not be held against Plaintiff either in the past or in the future.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that if no application for citation for contempt is pending on July 1, 1990, the Clerk shall dismiss this case with prejudice at that time.

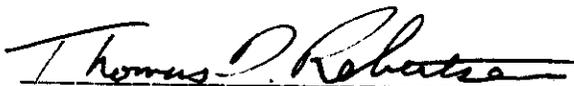
JAMES O. ELLISON

JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND
CONTENT:



STEVEN R. HICKMAN
ATTORNEY FOR PLAINTIFF



THOMAS D. ROBERTSON
ATTORNEY FOR DEFENDANTS

FILED

JUL 1 1988

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Jack C. Silver, Clerk
U.S. DISTRICT COURT

UTILITY SUPPLY COMPANY,)
)
 Plaintiff,)
)
 vs.)
)
 TRANS-TEX SUPPLY COMPANY,)
 et al.,)
)
 Defendants,)

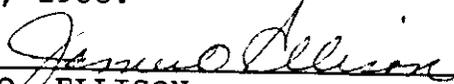
No. 88-C-216-E

ORDER

The Court has for consideration the Report and Recommendation of the Magistrate filed June 7, 1988. After careful consideration of the record and the issues, and upon being advised that no objection has been filed within the ten (10) day period provided by Local Rule 32(D), the Court has concluded that the Report and Recommendation of the Magistrate should be and hereby is affirmed and adopted by the Court only to the extent specified below.

IT IS THEREFORE ORDERED that Defendants' Motion to Dismiss for Lack of Jurisdiction is denied; Defendants' Motion to Transfer Venue be sustained and that the proper forum for the issue of consolidation is the Western District of Texas, San Antonio Division and that this case be and the same is hereby transferred to the United States District Court for the Western District of Texas, San Antonio Division.

ORDERED this 30th day of June, 1988.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE