


<b>UNITED STATES BANKRUPTCY COURT</b> Northern District of Texas		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>TriDimension Energy, L.P. et al</b>		Case Number: <b>10-33565-SGJ</b>
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>RLI Insurance Company</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: <b>RLI Insurance Company, c/o Greg Chilson 8 Greenway Plaza, Suite 400      Houston, TX 77046</b>		Court Claim Number: _____ (If known)
Telephone number: <b>(713) 961-1300</b>		Filed on: _____
Name and address where payment should be sent (if different from above): <b>BMC GROUP</b> <b>N/A</b>		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number:		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ _____ (See Attached Addendum)		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).  <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier <input type="checkbox"/> 11 U.S.C. §507 (a)(4).  <input type="checkbox"/> Contributions to an employee benefit plan <input type="checkbox"/> 11 U.S.C. §507 (a)(5).  <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use <input type="checkbox"/> 11 U.S.C. §507 (a)(7).  <input type="checkbox"/> Taxes or penalties owed to governmental units <input type="checkbox"/> 11 U.S.C. §507 (a)(8).  <input type="checkbox"/> Other <input type="checkbox"/> Specify applicable paragraph of 11 U.S.C. §507 (a)( ).  Amount entitled to priority: \$ _____  <small>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		
2. Basis for Claim: <u>Issuance of Surety Bonds</u> (See instruction C2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u>N/A</u>  3a. Debtor may have scheduled account as: <u>Underwriters Indemnity General Agency</u> (See instruction C3a on reverse side.)		
4. Secured Claim (See instruction C4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:  Value of Property: \$ _____ Annual Interest Rate _____ %  Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____  Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain:		
Date: <b>7/7/10</b>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <b>/s/ James R. Jorgensen</b>	
		FOR COURT USE ONLY  <b>TriDimension</b>  00044

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF KENTUCKY**

In Re:

TriDimension Energy, L.P., et al

Debtor.

§  
§  
§  
§  
§

Case No. 10-33565-SGJ  
(Chapter 11)

**ADDENDUM TO PROOF OF CLAIM OF  
RLI INSURANCE COMPANY**

Prior to the filing of this bankruptcy case, RLI Insurance Company ("RLI") issued (or caused to be issued) various bonds (the "Bonds") on behalf of Axis Onshore, LP (a direct operating subsidiary of TriDimension Energy, L.P.).

The Bonds issued (or caused to be issued) by RLI are necessary for the Debtor to operate the Debtor's oil and gas properties and to enable Debtor to operate or otherwise conduct the Debtor's business, which is primarily owning and operating oil and gas properties. As of the date this bankruptcy case was filed, Debtor was obligated to RLI in the principal sum of \$1,156,725.00 (representing the face amount of the bonds) plus other items (accrued and accruing) provided in the documents evidencing the indebtedness, including unpaid premium in the amount of \$12,800.00. A listing of and copies of the Bonds are attached hereto as Exhibit A.

Pursuant to Indemnity Agreements entered into in May 15, 2008 and November 20, 2007 (the "Indemnity Agreements"), Debtor, among others, is jointly and severally liable for obligations owed to RLI arising from or related to the Bonds and Indemnity Agreements. Copies of the Indemnity Agreements are attached hereto as Exhibit B.

RLI reserves (i) the right to amend or otherwise supplement this Proof of Claim, (ii) any rights of setoff or recoupment it may possess (including, but not limited to, secured status under § 506 of the Bankruptcy Code) and (iii) any rights of subrogation it may possess (now existing or arising in the future). To the extent the rights of any entity to which RLI may be subrogated (now existing or arising in the future) entitle such entity to a particular treatment in the bankruptcy case, including, but not limited to, secured, priority or administrative claim status, RLI hereby asserts its right to such treatment, and in addition to all other rights RLI possesses, it reserves the right to take all actions necessary or appropriate to preserve and pursue such rights.

**EXHIBIT A**

**TriDimension Energy, L.P. Et Al**

**Case No. 10-33565-SGJ**

**Schedule of Bonds – Axis Onshore, LP**

Bond No.	Obligee	Type	Penalty	Unpaid Premium as of 7-1-10	Eff. Date
RLB0010962	LA Office of Conservation	Performance	561,725	0	11/16/07
RLB0011032	LA Office of Conservation	Performance	250,000	0	12/5/07
RLB0011657	LA Office of Conservation	Performance	120,000	4,800	5/15/08
RLB0011711	MS State OLGA Board	Performance	100,000	4,000	5/29/08
RLB0011726	MS State Oil & Gas Board	Blanket	100,000	4,000	6/4/08
RLB0012221	LA Dept. of Wildlife/Fisheries	Surety	25,000	0	10/17/08
			<b>\$1,156,725</b>	<b>\$12,800</b>	

**EXHIBIT B** part 3

**TriDimension Energy, L.P. Et Al**

**Case No. 10-33565-SGJ**

SCHEDULE A  
Updated June 15, 2008  
SURETY PERFORMANCE BOND RLB0011711  
AXIS ONSHORE, LP

NAME	WELL NO.	TYPE	API	FIELD						
SCHUCHARDT	1	SWD	23001006850000	Carthage Point, North	Sec 01	Township 6N	Range 4W	Adams	MS	
QUITMAN PLANTATION	6	SWD	23001226390000	Quitman Bayou, S.	Sec 27	Township 8N	Range 2W	Adams	MS	
QUITMAN BAYOU UNIT	26	SWD	23001217030000	Quitman Bayou	Sec 01	Township 8N	Range 3W	Adams	MS	
FRANK JUNKIN A	20	SWD	23001200170000	Cotton Valley	Sec 19	Township 8N	Range 3W	Adams	MS	



RLI Surety  
A division of RLI Insurance Company

RLB0011711

## POWER OF ATTORNEY

RLI Insurance Company

### Know All Men by These Presents:

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: PAUL M. O'SULLIVAN in the City of HOUSTON, State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

\$100,000.00

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers-of-Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:

Jean M. Stephenson  
CORPORATE SECRETARY

State of Illinois )  
County of Peoria ) SS



RLI INSURANCE COMPANY

Michael J. Stone  
PRESIDENT

On this 20 day of June 2008 before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery  
Notary Public



Bond No. RLB0011711

**SURETY PERFORMANCE BOND**

**MISSISSIPPI STATE OIL AND GAS BOARD  
FOR CLASS II OR OIL AND GAS WELLS  
FINANCIAL RESPONSIBILITY REQUIREMENT**

**BOND COVERS THE PLUGGING OF CLASS II OR OIL AND GAS WELLS**

Date Bond Executed: May 29, 2008

Effective Date: May 29, 2008

Principal: Axis Onshore, LP  
(Legal Name of Owner or Operator)  
16610 Dallas Parkway, Suite 2500, Dallas, TX 75248  
(Business Address of Owner or Operator)

Type of Organization: Limited Partnership  
(Individual, joint venture, partnership, or corporation)

State of Incorporation: Louisiana

Surety(ies): RLI Insurance Company  
(Name)  
8 Greenway Plaza, Suite 400, Houston, TX 77046  
(Business Address)

Operator, API identification number, name of field, county, well name & Permitted location description and plugging and abandonment amount(s) for each well guaranteed by this Bond. (Indicate plugging and abandonment amounts for each well. Attach separate list if necessary).

<u>Well Information</u>			<u>Plugging And Abandonment Amount</u>			
SCHUCHARDT SWD	1	23001006850000	Carthage Point, North	Sec 01 Township 6N Range 4W	Adams	MS
QUITMAN PLANTATION SWD	6	23001226390000	Quitman Bayou, S.	Sec 27 Township 8N Range 2W	Adams	MS

Total Penal Sum of Bond: \$100,000.00

**KNOW ALL PERSONS BY THESE PRESENTS:**

**THAT** we, the Principal and the Surety(ies) hereto are firmly bound to the Mississippi State Oil and Gas Board (hereinafter called "MSOGB"), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us and for all other purposes each Surety binds itself jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

**WHEREAS**, the Principal is required, under the Mississippi Oil and Gas Board Regulations, as amended, to have a permit or comply with provisions to operate under rule for each well identified above, and

**WHEREAS**, the Principal is required to provide financial assurance for plugging and abandonment as a condition of the permit or approval to operate under rule, and

**NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH** that if the Principal shall faithfully perform plugging and abandonment, whenever required to do so, of each well for which this Bond guarantees plugging and abandonment, in accordance with the plugging and abandonment plan and other requirements of the permit or provisions for operating under rule and other requirements of the permit or provisions for operating under rule as may be amended, pursuant to all applicable laws, statutes rules and regulations, as such laws, statutes, rules, and regulations may be amended.

Or, if the Principal shall provide alternate financial assurance and obtain the MSOGB Supervisor's written approval of such assurance, within fifteen (15) days after the date of notice of cancellation is received by both the Principal and the MSOGB Supervisor from the Surety(ies), then this obligation shall be null and void. Otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this Bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by the MSOGB Supervisor that the Principal has been found in violation of the plugging and abandonment requirements of the MSOGB Rules and Regulation, for a well which this Bond guarantees performances of plugging and abandonment, the Surety(ies) shall either perform plugging and abandonment in accordance with the plugging and abandonment plan and other permit requirements or provisions for operating under rule and other requirements or place the amount for plugging and abandonment into the Mississippi Oil and Gas Board emergency Plugging Fund as directed by the Supervisor.

The Surety(ies) hereby waives notification of amendments to plugging and abandonment plans, permits, applicable laws, statutes, rules and regulations and agrees that no such amendment shall in any way alleviate its (their) obligation on this Bond.

The liabilities of the Surety(ies) shall not be discharged by any payment or succession of



payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the Bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the Bond by sending notice by certified mail to the owner or operator and to the MSOGB Supervisor in which the well(s) is (are) located, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and MSOGB Supervisor, as evidenced by the return receipts.

The Principal may terminate this Bond by sending written notice to the Surety(ies); provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the Bond by the MSOGB Supervisor in which the Bonded well(s) is (are) located.

**IN WITNESS WHEREOF**, the Principal and the Surety(ies) have executed this Performance Bond and have affixed their seal on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this Surety Bond on behalf of the Principal and the Surety(ies) on the date this Bond was executed.

Axis Onshore, LP  
16610 Dallas Parkway, Suite 2500  
Dallas, TX 75248

Principal Name(Name/Address)

RLI Insurance Company  
8 Greenway Plaza, Suite 400  
Houston, TX 77046

Surety(Name/Address)

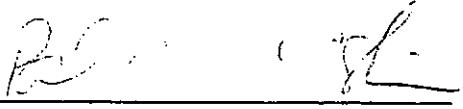
By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name/Title)

Corporate Seal

State of Incorporation (Louisiana)

\$ -----  
Bond Premium

By:  \_\_\_\_\_  
(Signature)

Paul M. O'Sullivan, Attorney-in-Fact

Corporate Seal

State of Incorporation (Illinois)

\$ 100,000.00  
Liability Limit

(For every Co-Surety, provide signature(s), corporate seal, and other information in the same manner as for Surety above.)



RLI Surety  
A division of RLI Insurance Company

RLB0011711

## POWER OF ATTORNEY

RLI Insurance Company

### Know All Men by These Presents:

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: PAUL M. O'SULLIVAN in the City of HOUSTON, State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

\$100,000.00

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers-of-Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:

Jean M. Stephenson  
CORPORATE SECRETARY

State of Illinois )  
County of Peoria ) SS



RLI INSURANCE COMPANY

Michael J. Stone  
PRESIDENT

On this 29 day of May, 2008 before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery  
Notary Public



UICS 904 (02/08)

Bond No. RLB0011726

**SURETY PERFORMANCE BOND**

**MISSISSIPPI STATE OIL AND GAS BOARD  
FOR CLASS II OR OIL AND GAS WELLS  
FINANCIAL RESPONSIBILITY REQUIREMENT**

**BOND COVERS THE PLUGGING OF CLASS II OR OIL AND GAS WELLS**

Date Bond Executed: June 4, 2008

Effective Date: June 4, 2008

Principal: Axis Onshore, LP  
(Legal Name of Owner or Operator)

16610 Dallas Parkway, Suite 2500, Dallas, TX 75248  
(Business Address of Owner or Operator)

Type of Organization: Limited Partnership  
(Individual, joint venture, partnership, or corporation)

State of Incorporation: Louisiana

Surety(ies): RLI Insurance Company  
(Name)  
8 Greenway Plaza, Suite 400, Houston, TX 77046  
(Business Address)

Operator, API identification number, name of field, county, well name & Permitted location description and plugging and abandonment amount(s) for each well guaranteed by this Bond. (Indicate plugging and abandonment amounts for each well. Attach separate list if necessary).

<u>Well Information</u>	<u>Plugging And Abandonment Amount</u>
BLANKET	\$100,000.00

Total Penal Sum of Bond: \$100,000.00

**KNOW ALL PERSONS BY THESE PRESENTS:**

**THAT** we, the Principal and the Surety(ies) hereto are firmly bound to the Mississippi State Oil and Gas Board (hereinafter called "MSOGB"), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us and for all other purposes each Surety binds itself jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

**WHEREAS**, the Principal is required, under the Mississippi Oil and Gas Board Regulations, as amended, to have a permit or comply with provisions to operate under rule for each well identified above, and

**WHEREAS**, the Principal is required to provide financial assurance for plugging and abandonment as a condition of the permit or approval to operate under rule, and

**NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH** that if the Principal shall faithfully perform plugging and abandonment, whenever required to do so, of each well for which this Bond guarantees plugging and abandonment, in accordance with the plugging and abandonment plan and other requirements of the permit or provisions for operating under rule and other requirements of the permit or provisions for operating under rule as may be amended, pursuant to all applicable laws, statutes rules and regulations, as such laws, statutes, rules, and regulations may be amended.

Or, if the Principal shall provide alternate financial assurance and obtain the MSOGB Supervisor's written approval of such assurance, within fifteen (15) days after the date of notice of cancellation is received by both the Principal and the MSOGB Supervisor from the Surety(ies), then this obligation shall be null and void. Otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this Bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by the MSOGB Supervisor that the Principal has been found in violation of the plugging and abandonment requirements of the MSOGB Rules and Regulation, for a well which this Bond guarantees performances of plugging and abandonment, the Surety(ies) shall either perform plugging and abandonment in accordance with the plugging and abandonment plan and other permit requirements or provisions for operating under rule and other requirements or place the amount for plugging and abandonment into the Mississippi Oil and Gas Board emergency Plugging Fund as directed by the Supervisor.

The Surety(ies) hereby waives notification of amendments to plugging and abandonment plans, permits, applicable laws, statutes, rules and regulations and agrees that no such amendment shall in any way alleviate its (their) obligation on this Bond.

The liabilities of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the

aggregate to the penal sum of the Bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the Bond by sending notice by certified mail to the owner or operator and to the MSOGB Supervisor in which the well(s) is (are) located, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and MSOGB Supervisor, as evidenced by the return receipts.

The Principal may terminate this Bond by sending written notice to the Surety(ies); provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the Bond by the MSOGB Supervisor in which the Bonded well(s) is (are) located.

**IN WITNESS WHEREOF**, the Principal and the Surety(ies) have executed this Performance Bond and have affixed their seal on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this Surety Bond on behalf of the Principal and the Surety(ies) on the date this Bond was executed.

Axis Onshore, LP  
16610 Dallas Parkway, Suite 2500  
Dallas, TX 75248

Principal Name(Name/Address)

RLI Insurance Company  
8 Greenway Plaza, Suite 400  
Houston, TX 77046

Surety(Name/Address)

By: \_\_\_\_\_  
(Signature)

By: Paul M. O'Sullivan  
(Signature)

\_\_\_\_\_  
(Printed Name/Title)

Paul M. O'Sullivan, Attorney-in-Fact

Corporate Seal

Corporate Seal

State of Incorporation (Louisiana)

State of Incorporation (Illinois)

\$ \_\_\_\_\_  
Bond Premium

\$ 100,000.00  
Liability Limit

(For every Co-Surety, provide signature(s), corporate seal, and other information in the same manner as for Surety above.)

**SCHEDULE A**  
to the SURETY PERFORMANCE BOND - RLB0011726 dated June 4, 2008  
for Operator AXIS ONSHORE, LP

Upper Perf 5900	SCHUCHARDT	3	23001032990000	Twshp 6N Range 4W	Carlhage Poinl, North	Adams	MS
Sec 01							
PERF 5311- 13	JUNKIN	A-22	23001200310000	Twshp 8N Range 3W	Cotton Valley	Adams	MS
Sec 19							
PERF 5382- 84	JUNKIN	A-16	23001032270000	Twshp 9N Range 2W	Mercer	Adams	MS
Sec AC							
PBTD 4310	JUNKIN N	1	23001233520100	Twshp 8N Range 3W	Quitman Bayou, S.	Adams	MS
Sec 03							
FRANK JUNKIN							
		37	23001216340000	Twshp 8N Range 3W	Quitman Bayou, W.	Adams	MS
Sec AC							
PERF 4360- 62	FRANK JUNKIN	A-42	23001227200000	Twshp 8N Range 3W	Quitman Bayou, W.	Adams	MS
Sec 02							
PERF 4072- 76	JUNKIN FRANK	A-41	23001226960000	Twshp 8N Range 3W	Quitman Bayou, W.	Adams	MS
Sec 01							
PERF 4392- 95	JUNKIN FRANK	A-43	23001227210000	Twshp 8N Range 3W	Quitman Bayou, W.	Adams	MS
Sec 02							
PERF 3886- 90	JUNKIN FRANK	A-48	23001228240000	Twshp 8N Range 3W	Quitman Bayou, W.	Adams	MS
Sec 02							

PERF 4569-73	JUNKIN FRANK	A-45	23001228520000	Twship 8N Range 3W	Quilman Bayou, W.	Adams	MS
PERF 5471-74	JUNKIN FRANK	3	23001232040000	Twship 8N Range 3W	Quilman Bayou, W.	Adams	MS
PBTD 5604	WILLOW GLEN	1	23001233510000	Twship 6N Range 3W	Willow Glen	Adams	MS



RLI Surety  
A division of RLI Insurance Company

RLB0011726

## POWER OF ATTORNEY

RLI Insurance Company

### Know All Men by These Presents:

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: PAUL M. O'SULLIVAN in the City of HOUSTON, State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

\$100,000.00

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers-of-Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:

Jean M. Stephenson  
CORPORATE SECRETARY

State of Illinois )  
County of Peoria ) SS



RLI INSURANCE COMPANY

Michael J. Stone  
PRESIDENT

On this 4 day of June, 2008 before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery  
Notary Public





SURETY BOND

Bond No. RLB0012221

WHEREAS, Axis Onshore, LP (hereinafter  
(Name of Company)

"Operator") is planning to perform oil and gas related operations to drill and produce the Yakey No. 2 well, located in Section 32, T4N-R8E, Concordia Parish within the Red River Wildlife Management Area, which operations include construction, use, and remediation of open pits, as set forth in LDWF's Letter of Authorization dated October 27, 2005, and

WHEREAS, it is required by the Louisiana Department of Wildlife and Fisheries (hereinafter referred to as "LDWF"), and agreed to by the Operator, that Operator shall furnish Bond with a good and solvent surety, payable to DWF, guaranteeing the payment by Operator of all charges and fees, including, but not limited to, remediation and restoration of the site to its pre-project condition; all claims for damage to person or property, including all damage to land, water bottoms, and other natural resources, man-made canals, bulkheads, rights-of-way, and other structures for which Operator may be or may become legally liable, and which may be suffered by the State of Louisiana as a result of said work; and any and all fees for services rendered by the DWF together with any penalties assessed against Operator, its agents and employees. Any fees and fees for services rendered and penalties assessed over thirty (30) days past due will be assessed an additional penalty of twelve percent (12%) per annum on any unpaid balance.

NOW, THEREFORE, surety RLI Insurance Company  
(Name of Insurance Co.)

a Illinois Insurance Company, licensed to and doing business  
(Name of State)

in the State of Louisiana, as surety, and Operator, principal, authorized to do business in the State of Louisiana, are held and firmly bound jointly, severally, and in solido unto and in favor of the LDWF, or its successor in office, in the full sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), for the use and benefit of the State of Louisiana with all charges and fees, including, but not limited to, remediation and restoration of the site to its pre-project condition; all claims for damage to person or property, including all damage to land, water bottoms, and other natural resources, man-made canals, bulkheads, rights-of-way, and other structures for which Operator may be or may become legally liable, or which may be suffered by the State of Louisiana as a result of said work; and any and all fees for services rendered by the LDWF together with any penalties assessed against Operator, its agents and employees.

Surety specifically agrees that the foregoing obligations shall remain in full force and effect until payment of all claims for damage, compensation amounts, fees for service, and penalties for which Operator, its agents or employees, and/or its principal may become legally liable.

This bond may be terminated as to future acts only of the principal upon thirty (30) days prior written notice by the surety, said notice to be delivered to the Secretary, Department of Wildlife and Fisheries, by certified mail; otherwise, to remain in full force and effect until such time as all fees, charges, damages, or other monies owed to the Department or the State of Louisiana as result of Operator's activities are paid.

It is specifically agreed by the parties hereto that the exclusive jurisdiction and venue for any legal action brought against, or relating to, this surety bond, shall be at the domicile of the Louisiana Department of Wildlife and Fisheries, Concordia Parish, Louisiana, and such actions must be brought exclusively in the Louisiana District Court for the 19<sup>th</sup> Judicial District.

We, therefore, bind ourselves, our heirs, executors, and administrators, firmly by these presents on this 17<sup>th</sup> day of October, 2008.

WITNESSES:

\_\_\_\_\_  
Axis Onshore. LP  
(Operator)

\_\_\_\_\_  
BY: \_\_\_\_\_  
(Name and Title)

Nancy Cruz  
Nancy Cruz  
RLI Insurance Company  
(Insurance Company)

Pinky Taylor  
Pinky Taylor  
BY: Paul M. O'Sullivan  
Paul M. O'Sullivan, Attorney-in-Fact

COUNTERSIGNED:

BY: \_\_\_\_\_



RLI Surety  
A division of RLI Insurance Company

RLB0012221

## POWER OF ATTORNEY

RLI Insurance Company

### Know All Men by These Presents:

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: PAUL M. O'SULLIVAN in the City of HOUSTON, State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

\$25,000.00

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers-of-Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:

Jean M. Stephenson  
CORPORATE SECRETARY

State of Illinois )  
County of Peoria ) SS



RLI INSURANCE COMPANY

Michael J. Stone  
PRESIDENT

On this 17 day of Oct., 2008 before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery  
Notary Public



**EXHIBIT B** part 1  
**TriDimension Energy, L.P. Et Al**  
**Case No. 10-33565-SGJ**



RLI Insurance Company

8 Greenway Plaza, Suite 400 Houston, TX 77046  
Phone: 713-961-1300 Fax: 713-961-0285

APPLICATION FOR MISCELLANEOUS SURETY & INDEMNITY AGREEMENT

Producer: Benfield Corporate Risk, LLC

Houston, Texas

(City, State, Zip)

713-739-3600

(Telephone)

Principal: TriDimension Energy, L.P.

Address: 16610 Dallas Parkway, Suite 2500

(No., Street and Suite Number or Post Office Box)

Dallas, Texas

(City, State, Zip)

972-267-2099

(Telephone)

Principal's ownership structure is:

☐ individual proprietorship

☒ partnership

☐ corporation

☐ joint venture

☐ other (describe) \_\_\_\_\_

Length of time in business under this name: 4/23/08

Fully describe the bonds requested and the operation necessitating bonds: \_\_\_\_\_

State oil & gas operators' bonds for La. and Miss. and site specific trust account for La.

Length of time principal has conducted this operation: 3 years

Has any Surety ever cancelled any bond(s) or declined renewal(s) for Principal? No If "yes" explain on separate page.

Other sureties to whom this bond has been submitted: None

Has the principal, any partner, officer, or co-venturer ever:

NO failed in business?

NO been adjudged bankrupt?

NO been convicted of a felony?

NO filed for bankruptcy?

If the answer to any of the foregoing is "Yes," attach full particulars.

Does the principal, any partner, officer or co-venturer have any contingent liabilities, lawsuits or judgments pending against him? No

If "yes," attach full particulars.

Has the principal, any partner, officer or co-venturer ever defaulted on a license or permit bond? \_\_\_\_\_ If "yes," attach full particulars.

Name and Address of Principal's Bank: Amegy Bank National Association

1807 Ross Avenue 4th Floor Dallas, TX 75201

Contact: Jay Pollard

(Name)

214.754.6068

(Telephone)

Credit References:

1. Amegy Bank Oil & Gas Lender

(Name)

(Business)

1807 Ross Avenue 4th Floor Dallas, TX 75201

(Mail Address)

214.754.6068

(Telephone)

2. HM Capital Partners Private Equity Fund

(Name)

(Business)

200 Crescent Ct Suite 1600 Dallas, TX 75201

(Mail Address)

214.740.7228

(Telephone)

3. Sovereign Bank Oil & Gas Lender

(Name)

(Business)

17950 Preston Road Suite 100 Dallas, TX 75252

(Mail Address)

214.676.9683

(Telephone)

TEM INITIALS

2

5/15/08 DATE

**INDEMNITY AGREEMENT - READ CAREFULLY**

☒ RLI Indemnity Company

☒ RLI Insurance Company

THIS INDEMNITY AGREEMENT is executed by each of the undersigned for the purpose of indemnifying any one or a combination of RLI Indemnity Company and RLI Insurance Company, hereinafter referred to individually or collectively as "Surety," in connection with any bond executed on behalf of the Principal named herein. hereinafter referred to as "Principal," and to induce Surety to execute or procure the execution of such bond and any extension, modification or renewal thereof, addition thereto or substitution thereof. Principal, as defined herein, shall include any and all wholly or partially owned subsidiary companies, subsidiaries of subsidiaries, divisions or affiliates, partnerships, ventures or co-venturers in which the undersigned, its wholly or partially owned companies, divisions or affiliates have an interest or participation whether open or silent, jointly, severally or in any combination with each other, now in existence or which may hereafter be created or acquired. The liability and obligation of all signatories hereto shall be joint and several; and a default of any signatory in performance of any of its obligations to Surety under this or other Indemnity Agreements shall constitute a default hereunder.

IN CONSIDERATION of the execution of such bond, the undersigned hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

1. To pay the Surety an advance premium for the first year, or a fractional part thereof that is fully earned; and, each year thereafter, to pay to Surety an annual renewal premium in amount as determined applicable by Surety [not to exceed 15% of the penalty sum(s) of the bond(s)], or any applicable minimum earned premium, continuing until the Surety shall be discharged or released from all liability and responsibility under said bond(s), and all matters arising therefrom, and until competent written legal evidence of such discharge or release, satisfactory to the Surety, is served upon the Surety. In the event that Principal shall fail to pay when due any annual premium or portion thereof, or fail to pay within ten (10) days after demand therefor any other sum becoming due Surety hereunder, then, unless Principal shall, immediately upon demand therefor, (a) procure and deliver to Surety appropriate competent legal evidence satisfactory to Surety and its counsel, of discharge and release of Surety from any and all liability and responsibility under the bond(s) and all matters arising therefrom; and (b) pay to Surety all sums owed Surety as of the effective date of such absolute release of Surety from said obligations, Surety may require that there be paid, and the undersigned agree that they shall forthwith pay, to Surety, an amount equal to the full penalty amount of the bond(s), to be held as collateral security until; (i) all sums due and to become due Surety have been paid, and, (ii) Surety shall be wholly discharged and released from all liability under said bond(s).
2. To indemnify and keep indemnified the Surety and hold and save it harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including counsel and attorneys' fees which the Surety may at any time sustain or incur by reason or in consequence of having executed or procured the execution of the bond or in enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability or a settlement under any bond.
3. The Surety may, in its sole and absolute discretion, require the undersigned provide security, in form and amounts acceptable to the Surety, to secure the undersigned's obligations to the Surety hereunder. Each of the undersigned shall execute such documents and take such further action as may be necessary in order to provide such security. Further, the undersigned will, upon demand of the Surety at any time hereafter, deliver to the Surety additional collateral, in form and amounts acceptable to the Surety. If an undersigned provides the Surety with a letter of credit or similar instrument as collateral, such undersigned agrees the Surety has the right to call on the same from time to time, in whole or in part and for any reason or no reason, and to hold the proceeds thereof as collateral for the obligations of the undersigned hereunder, or to pay any such obligations arising hereunder. Any cash (held in any type of account) provided as collateral will be available, in Surety's sole discretion, to pay any of the obligations arising hereunder. The Surety shall deposit cash security, if so provided by the undersigned, in an account (which may not be interest bearing) in the name of and exclusively controlled by the Surety, in any bank selected by the Surety in its sole discretion. The undersigned grant to Surety a secured interest in or a lien on any collateral, including any letters of credit or cash arising from draws thereunder, now or hereafter deposited with Surety. Any such collateral shall be available, in the discretion of the Surety, as collateral security on any other or all bonds heretofore or hereafter executed for or at the request of any of the undersigned. Investment of collateral shall be at the sole discretion of the Surety and income, if any, from such investment shall accrue to the benefit of the undersigned providing the collateral.
4. If the Surety shall procure any other company or companies to execute or join with it in executing, or to reinsure said bonds, this instrument shall serve to benefit such other company or companies, its or their successors and assigns, so as to give it or them a direct right of action against the indemnitors to enforce the provisions of this instrument.
5. An itemized statement of payments made by the Surety for any of the purposes above specified, sworn to by an officer of the Surety, or the voucher or vouchers for such payments, shall be prima facie evidence of the liability of the undersigned to reimburse the Surety for such payments, with interest.
6. The Surety in its sole discretion, and without notice to the undersigned, is hereby authorized but not required, (a) from time to time to make or consent to any change in said bond or to issue any substitutes or any renewal thereof, and this instrument shall apply to such substituted or changed bond or renewal; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited to steps to procure discharge from liability under said bond; and (c) to adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claim or suit, to take any action it may deem appropriate; and any adjustment, settlement or compromise made or action taken by the Surety shall be conclusive against and binding upon the undersigned.
7. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the Principal to sign any such bond or (b) any claim that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the Surety with or without the consent of the undersigned, of any indemnity, security or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason. The Surety is expressly subrogated to all rights of the Principal and each of the undersigned (or any or all of them) to collect, receive, recover and/or be reimbursed from (i) any co-owners or owners of undivided interest in any properties, wells and leasehold interest relative to which the bond(s) shall apply; or (ii) any party contractually bound to pay or reimburse any of the undersigned on account of ownership or operation of any properties, wells and leasehold interest relative to which the bond(s) shall apply; or, (iii) any other party otherwise obligated to, or for, the undersigned in any way, in connection with or arising out of damage to any properties, wells or leaseholds relative to which the bond(s) shall apply. Surety, as subrogee, upon default of payment of any sums becoming payable hereunder by any of the undersigned, may enforce all of the rights of the undersigned in and to any such above described claims and interests; and may pursue its remedies hereunder in its own name or in the name of the Principal; provided, however, that nothing herein shall require that Surety pursue any such remedy or claim against any third party. The undersigned agree, upon demand of Surety therefor, to execute and deliver any and all appropriate further documentation evidencing and authorizing Surety to pursue, recover, collect and hold for its account any such claims or rights.
8. Separate suits may be brought hereunder as causes of action accrue, and suit may be brought against any and all of the undersigned; and any suit or suits upon one or more causes of action, or against one or more of the undersigned, shall not prejudice or bar subsequent suits against any other or all of the undersigned on the same or any other causes of action, whether theretofore or thereafter accruing.
9. The undersigned hereby expressly waive notice from the Surety of any claim or demand made against the Surety or the Principal under the bond or of any information the Surety may receive concerning the Principal, any contract or bond. The Surety shall have the right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.
10. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect.
11. The undersigned hereby waive all rights to claim any of their property, including their respective homesteads, as exempt from levy, execution, sale or other legal process in any action hereunder.
12. This Agreement is a continuing obligation of each of the undersigned unless terminated by written notice to Surety as hereinafter provided, and such termination as to an undersigned shall in no way affect the obligation of any other undersigned who has not given such notice. In order to terminate liability as to future bonds of Principal, an undersigned must, (a) notify the Surety at 8 Greenway Plaza, Suite 400, Houston, Texas 77046, of such termination, and (b) state in such notice the effective date (not less than thirty days after receipt thereof by Surety) of termination of such undersigned's liability for future bonds. After the effective date of such termination, the undersigned giving notice of termination shall nonetheless be liable hereunder for bonds executed or authorized prior to such date, and renewal, substitutions and extensions thereof; and any maintenance or guarantee bonds executed incidental to any other bond executed prior to such date, and renewals, substitutions and extensions thereof.
13. All obligation hereunder of each of the undersigned are performable in, and all monies due Surety hereunder are payable in, Harris County, Texas.
14. This Agreement may be executed in multiple counterparts, and by the undersigneds on separate counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery by teletype of a signed counterpart of this Agreement shall be effective as physical delivery.
15. Nothing herein contained shall be construed to waive or abridge any right or remedy which the Surety might have if this instrument were not executed. This Agreement shall constitute both the security agreement to the Surety and also a financing statement, and Surety is authorized to make any filings necessary to perfect its security interest under this Agreement. A photocopy of this Agreement is sufficient as a financing statement. Nothing herein shall require Surety to issue or provide Principal with any other or additional bond(s). This Indemnification Agreement shall extend to and cover and indemnify the Surety against loss under not only the bond(s) executed pursuant hereto, or any extension, modifications or renewal, thereof; but as well, to any presently outstanding bond(s) executed by the Surety on behalf of any Indemnitor hereunder; and as to same the obligation of Indemnitors hereon shall be supplemental and in addition to (and not in lieu of, or in diminution of) the obligation of the Indemnitors under any presently existing Indemnity Agreement securing such pre-existing bond(s).

TE M INITIALS

5/15/08 DATE

INSTRUCTIONS FOR SIGNING:

IF SOLE PROPRIETORSHIP: Owner must sign as Principal, his spouse as Personal Indemnitor.  
IF PARTNERSHIP: All active partners must sign for Principal, the spouse of each as Personal Indemnitors.  
IF CORPORATION: President or Vice President must sign for Principal, attested to by Corporate Secretary.  
At least two officers must also sign as Personal Indemnitors, if required.

SIGNED AND DATED this 15th day of May, A.D. 2008

NAME OF PRINCIPAL: TriDimension Energy L.P.

ATTEST: Timothy E. Merrell by: [Signature] President, CEO, COO

Secretary, General Manager, EVP Finance TDE Operating GP, LLC

principal's  
corporate  
seal

surety's  
corporate  
seal

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing Indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

CORPORATE INDEMNITOR #1 SIGN HERE

CORPORATE INDEMNITOR #2 SIGN HERE

X  
Corporate Name: \_\_\_\_\_  
Corporate Address: \_\_\_\_\_  
X  
Corporate Name: \_\_\_\_\_  
Corporate Address: \_\_\_\_\_

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ }  
On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, and, being by me duly sworn, deposes and says that he resides in the City of \_\_\_\_\_ that he is the \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.  
My Commission Expires: \_\_\_\_\_

Notary Public

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ }  
On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, and, being by me duly sworn, deposes and says that he resides in the City of \_\_\_\_\_ that he is the \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.  
My Commission Expires: \_\_\_\_\_

Notary Public

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ }  
On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, and, being by me duly sworn, deposes and says that he resides in the City of \_\_\_\_\_ that he is the \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.  
My Commission Expires: \_\_\_\_\_

Notary Public

15m INITIALS 5/15/08 DATE

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing Indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

PERSONAL INDEMNITOR #1 SIGN HERE

X  
Residence \_\_\_\_\_  
Address: \_\_\_\_\_  
SSN# \_\_\_\_\_

PERSONAL INDEMNITOR #2 SIGN HERE

X  
Residence \_\_\_\_\_  
Address: \_\_\_\_\_  
SSN# \_\_\_\_\_

PERSONAL INDEMNITOR #3 SIGN HERE

X  
Residence \_\_\_\_\_  
Address: \_\_\_\_\_  
SSN# \_\_\_\_\_

PERSONAL INDEMNITOR #4 SIGN HERE

X  
Residence \_\_\_\_\_  
Address: \_\_\_\_\_  
SSN# \_\_\_\_\_

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.  
My Commission Expires: \_\_\_\_\_

Notary Public

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.  
My Commission Expires: \_\_\_\_\_

Notary Public

INDIVIDUAL ACKNOWLEDGEMENT OF SOLE PROPRIETORSHIP

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.  
My Commission Expires: \_\_\_\_\_

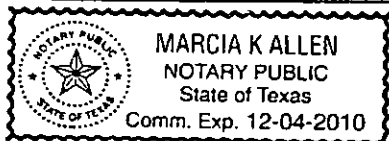
Notary Public

PARTNERSHIP ACKNOWLEDGEMENT OF EACH SIGNING PARTNER

STATE OF \_\_\_\_\_ Texas  
COUNTY OF \_\_\_\_\_ Dallas }

On this 15 day of May, 2008, before me personally appeared James P. Ryan, President, CEO & COO TDE Operating GP, LLC - General Partner, each member of the co-partnership of TriDimension Energy, L.P. to me known and known to me to be the persons who are described in and who executed the foregoing instrument and acknowledge to me that they executed the same as and for the act and deed of the said co-partnership.  
My Commission Expires: \_\_\_\_\_

Notary Public



TEM INITIALS

5/15/08 DATE





RLI Insurance Company  
8 Greenway Plaza, Suite 400 Houston, TX 77046  
Phone: 713-961-1300 Fax: 713-961-0285

APPLICATION FOR MISCELLANEOUS SURETY & INDEMNITY AGREEMENT

Producer: Benfield Corporate Risk, LLC

Houston, TX 77010

(713) 739-3600

(City, State, Zip)

(Telephone)

Principal: Axis Onshore, LLC

Address: 16610 Dallas Parkway, Suite 2500

(No., Street and Suite Number or Post Office Box)

Dallas, TX 75248

(972) 267-2104

(City, State, Zip)

(Telephone)

Principal's ownership structure is:

☐ individual proprietorship

☐ partnership

☐ corporation

☐ joint venture

☒ other (describe) LLC

Length of time in business under this name: 2 yrs. 5 mos.

Fully describe the bonds requested and the operation necessitating bonds: Plugging & Abandonment  
and site specific trust account

Length of time principal has conducted this operation: 2 yrs. 5 mos.

Has any Surety ever cancelled any bond(s) or declined renewal(s) for Principal? No If "yes" explain on separate page.

Other sureties to whom this bond has been submitted: None

Has the principal, any partner, officer, or co-venturer ever:

\_\_\_\_\_ failed in business?

\_\_\_\_\_ been adjudged bankrupt?

\_\_\_\_\_ been convicted of a felony?

\_\_\_\_\_ filed for bankruptcy?

If the answer to any of the foregoing is "Yes," attach full particulars.

Does the principal, any partner, officer or co-venturer have any contingent liabilities, lawsuits or judgments pending against him? No

If "yes," attach full particulars.

Has the principal, any partner, officer or co-venturer ever defaulted on a license or permit bond? No If "yes," attach full particulars.

Name and Address of Principal's Bank:

Contact:

(Name)

(Telephone)

Credit References:

1. Helen Thompson Vital Oil Well Services

(Name)

(Business)

Vidalia, LA

(Mail Address)

318-336-3359

(Telephone)

2. Roy Geoghegan Golden West Drilling

(Name)

(Business)

Vidalia, LA

(Mail Address)

318-336-8883

(Telephone)

3. Lauren Riggs Miss-Lou Oil Well Supply

(Name)


(Business)

Vidalia, LA

(Mail Address)

318-336-9970

(Telephone)

RAM-  
INITIALS  
Q. Ans

11/20/07 DATE

**INDEMNITY AGREEMENT - READ CAREFULLY**

☒ RLI Indemnity Company

☒ RLI Insurance Company

THIS INDEMNITY AGREEMENT is executed by each of the undersigned for the purpose of indemnifying any one or a combination of RLI Indemnity Company and RLI Insurance Company, hereinafter referred to individually or collectively as "Surety," in connection with any bond executed on behalf of the Principal named herein, hereinafter referred to as "Principal," and to induce Surety to execute or procure the execution of such bond and any extension, modification or renewal thereof, addition thereto or substitution thereof. Principal, as defined herein, shall include any and all wholly or partially owned subsidiary companies, subsidiaries of subsidiaries, divisions or affiliates, partnerships, ventures or co-venturers in which the undersigned, its wholly or partially owned companies, divisions or affiliates have an interest or participation whether open or silent, jointly, severally or in any combination with each other, now in existence or which may hereafter be created or acquired. The liability and obligation of all signatories hereto shall be joint and several; and a default of any signatory in performance of any of its obligations to Surety under this or other Indemnity Agreements shall constitute a default hereunder.

IN CONSIDERATION of the execution of such bond, the undersigned hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

1. To pay the Surety an advance premium for the first year, or a fractional part thereof that is fully earned; and, each year thereafter, to pay to Surety an annual renewal premium in amount as determined applicable by Surety (not to exceed 15% of the penalty sum(s) of the bond(s)), or any applicable minimum earned premium, continuing until the Surety shall be discharged or released from any and all liability and responsibility under said bond(s), and all matters arising therefrom, and until competent written legal evidence of such discharge or release, satisfactory to the Surety, is served upon the Surety. In the event that Principal shall fail to pay when due any annual premium or portion thereof, or fail to pay within ten (10) days after demand therefor any other sum becoming due Surety hereunder, then, unless Principal shall, immediately upon demand therefor, (a) procure and deliver to Surety appropriate competent legal evidence satisfactory to Surety and its counsel, of discharge and release of Surety from any and all liability and responsibility under the bond(s) and all matters arising therefrom; and (b) pay to Surety all sums owed Surety as of the effective date of such absolute release of Surety from said obligations, Surety may require that there be paid, and the undersigned agree that they shall forthwith pay, to Surety, an amount equal to the full penalty amount of the bond(s), to be held as collateral security until; (i) all sums due and to become due Surety have been paid, and, (ii) Surety shall be wholly discharged and released from all liability under said bond(s).
2. To indemnify and keep indemnified the Surety and hold and save it harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including counsel and attorneys' fees which the Surety may at any time sustain or incur by reason or in consequence of having executed or procured the execution of the bond or in enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability or a settlement under any bond.
3. The Surety may, in its sole and absolute discretion, require the undersigned provide security, in form and amounts acceptable to the Surety, to secure the undersigned's obligations to the Surety hereunder. Each of the undersigned shall execute such documents and take such further action as may be necessary in order to provide such security. Further, the undersigned will, upon demand of the Surety at any time hereafter, deliver to the Surety additional collateral, in form and amounts acceptable to the Surety. If an undersigned provides the Surety with a letter of credit or similar instrument as collateral, such undersigned agrees the Surety has the right to call on the same from time to time, in whole or in part and for any reason or no reason, and to hold the proceeds thereof as collateral for the obligations of the undersigned hereunder, or to pay any such obligations arising hereunder. Any cash (held in any type of account) provided as collateral will be available, in Surety's sole discretion, to pay any of the obligations arising hereunder. The Surety shall deposit cash security, if so provided by the undersigned, in an account (which may not be interest bearing) in the name of and exclusively controlled by the Surety, in any bank selected by the Surety in its sole discretion. The undersigned grant to Surety a secured interest in or a lien on any collateral, including any letters of credit or cash arising from draws thereunder, now or hereafter deposited with Surety. Any such collateral shall be available, in the discretion of the Surety, as collateral security on any other or all bonds heretofore or hereafter executed for or at the request of any of the undersigned. Investment of collateral shall be at the sole discretion of the Surety and income, if any, from such investment shall accrue to the benefit of the undersigned providing the collateral.
4. If the Surety shall procure any other company or companies to execute or join with it in executing, or to reinsure said bonds, this instrument shall serve to benefit such other company or companies, its or their successors and assigns, so as to give it or them a direct right of action against the indemnitors to enforce the provisions of this instrument.
5. An itemized statement of payments made by the Surety for any of the purposes above specified, sworn to by an officer of the Surety, or the voucher or vouchers for such payments, shall be prima facie evidence of the liability of the undersigned to reimburse the Surety for such payments, with interest.
6. The Surety in its sole discretion, and without notice to the undersigned, is hereby authorized but not required, (a) from time to time to make or consent to any change in said bond or to issue any substitutes or any renewal thereof, and this instrument shall apply to such substituted or changed bond or renewal; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited to steps to procure discharge from liability under said bond; and (c) to adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claim or suit, to take any action it may deem appropriate; and any adjustment, settlement or compromise made or action taken by the Surety shall be conclusive against and binding upon the undersigned.
7. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the Principal to sign any such bond or (b) any claim that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the Surety with or without the consent of the undersigned, of any indemnity, security or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason. The Surety is expressly subrogated to all rights of the Principal and each of the undersigned (or any or all of them) to collect, receive, recover and/or be reimbursed from (i) any co-owners or owners of undivided interest in any properties, wells and leasehold interest relative to which the bond(s) shall apply; or (ii) any party contractually bound to pay or reimburse any of the undersigned on account of ownership or operation of any properties, wells and leasehold interest relative to which the bond(s) shall apply; or, (iii) any other party otherwise obligated to, or for, the undersigned in any way, in connection with or arising out of damage to any properties, wells or leaseholds relative to which the bond(s) shall apply. Surety, as subrogee, upon default of payment of any sums becoming payable hereunder by any of the undersigned, may enforce all of the rights of the undersigned in and to any such above described claims and interests; and may pursue its remedies hereunder in its own name or in the name of the Principal; provided, however, that nothing herein shall require that Surety pursue any such remedy or claim against any third party. The undersigned agree, upon demand of Surety therefor, to execute and deliver any and all appropriate further documentation evidencing and authorizing Surety to pursue, recover, collect and hold for its account any such claims or rights.
8. Separate suits may be brought hereunder as causes of action accrue, and suit may be brought against any and all of the undersigned; and any suit or suits upon one or more causes of action, or against one or more of the undersigned, shall not prejudice or bar subsequent suits against any other or all of the undersigned on the same or any other causes of action, whether theretofore or thereafter accruing.
9. The undersigned hereby expressly waive notice from the Surety of any claim or demand made against the Surety or the Principal under the bond or of any information the Surety may receive concerning the Principal, any contract or bond. The Surety shall have the right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.
10. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect.
11. The undersigned hereby waive all rights to claim any of their property, including their respective homesteads, as exempt from levy, execution, sale or other legal process in any action hereunder.
12. This Agreement is a continuing obligation of each of the undersigned unless terminated by written notice to Surety as hereinafter provided, and such termination as to an undersigned shall in no way affect the obligation of any other undersigned who has not given such notice. In order to terminate liability as to future bonds of Principal, an undersigned must, (a) notify the Surety at 8 Greenway Plaza, Suite 400, Houston, Texas 77046, of such termination, and (b) state in such notice the effective date (not less than thirty days after receipt thereof by Surety) of termination of such undersigned's liability for future bonds. After the effective date of such termination, the undersigned giving notice of termination shall nonetheless be liable hereunder for bonds executed or authorized prior to such date, and renewal, substitutions and extensions thereof; and any maintenance or guarantee bonds executed incidental to any other bond executed prior to such date, and renewals, substitutions and extensions thereof.
13. All obligation hereunder of each of the undersigned are performable in, and all monies due Surety hereunder are payable in, Harris County, Texas.
14. This Agreement may be executed in multiple counterparts, and by the undersigneds on separate counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery by teletype of a signed counterpart of this Agreement shall be effective as physical delivery.
15. Nothing herein contained shall be construed to waive or abridge any right or remedy which the Surety might have if this instrument were not executed. This Agreement shall constitute both the security agreement to the Surety and also a financing statement, and Surety is authorized to make any filings necessary to perfect its security interest under this Agreement. A photocopy of this Agreement is sufficient as a financing statement. Nothing herein shall require Surety to issue or provide Principal with any other or additional bond(s). This Indemnification Agreement shall extend to and cover and indemnify the Surety against loss under not only the bond(s) executed pursuant hereto, or any extension, modifications or renewal, thereof; but as well, to any presently outstanding bond(s) executed by the Surety on behalf of any Indemnitor hereunder; and as to same the obligation of Indemnitors hereon shall be supplemental and in addition to (and not in lieu of, or in diminution of) the obligation of the Indemnitors under any presently existing Indemnity Agreement securing such pre-existing bond(s).

RAM-CPM INITIALS

11/20/07 DATE

Page 2 of 4  
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**INSTRUCTIONS FOR SIGNING:**  
**IF SOLE PROPRIETORSHIP:** Owner must sign as Principal, his spouse as Personal Indemnitor.  
**IF PARTNERSHIP:** All active partners must sign for Principal, the spouse of each as Personal Indemnitors.  
**IF CORPORATION:** President or Vice President must sign for Principal, attested to by Corporate Secretary.  
At least two officers must also sign as Personal Indemnitors, if required.

SIGNED AND DATED this 20th day of November, A.D. 2007

NAME OF PRINCIPAL: James P. Ryan Axis Onshore, LLC

ATTEST: \_\_\_\_\_ by: [Signature]  
by: [Signature]  
(signature)  
(signature)

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing Indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

**CORPORATE INDEMNITOR #1 SIGN HERE** **CORPORATE INDEMNITOR #2 SIGN HERE**  
X [Signature] [Signature] EVP  
Corporate Name: RAM Oil & Gas, LLC Corporate Name: RAM Oil & Gas, LLC  
Corporate Address: 16610 Dallas Parkway, Suite 2500 Corporate Address: 16610 Dallas Parkway, Suite 2500  
Dallas, TX 75248 Dallas, TX 75248

**CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER**

STATE OF Texas  
COUNTY OF Dallas  
On this 20th day of November, 2007, before me personally appeared JAMES P. RYAN to me known, and, being by me duly sworn, deposes and says that he resides in the City of DALLAS, TEXAS that he is the PRESIDENT of the Axis Onshore, LLC the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires  
**MARCIA K ALLEN**  
NOTARY PUBLIC  
State of Texas  
Comm. Exp. 12-04-2010

[Signature]  
Notary Public

**CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER**

STATE OF Texas  
COUNTY OF Dallas  
On this 20th day of November, 2007, before me personally appeared ALLEN B. MANU to me known, and, being by me duly sworn, deposes and says that he resides in the City of DALLAS, TEXAS that he is the PRESIDENT of the RAM Oil & Gas, LLC the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires  
**MARCIA K ALLEN**  
NOTARY PUBLIC  
State of Texas  
Comm. Exp. 12-04-2010

[Signature]  
Notary Public

**CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER**

STATE OF Texas  
COUNTY OF Dallas  
On this 20th day of November, 2007, before me personally appeared JAMES P. RYAN to me known, and, being by me duly sworn, deposes and says that he resides in the City of DALLAS, TEXAS that he is the EXECUTIVE VICE PRESIDENT of the RAM Oil & Gas, LLC the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires  
**MARCIA K ALLEN**  
NOTARY PUBLIC  
State of Texas  
Comm. Exp. 12-04-2010

RAM Oil INITIALS  
jc Axis

[Signature]  
Notary Public

11/20/07 DATE

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing Indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

PERSONAL INDEMNITOR #1 SIGN HERE

PERSONAL INDEMNITOR #2 SIGN HERE

X  
Residence \_\_\_\_\_  
Address: \_\_\_\_\_  
SSN# \_\_\_\_\_

X  
Residence \_\_\_\_\_  
Address: \_\_\_\_\_  
SSN# \_\_\_\_\_

PERSONAL INDEMNITOR #3 SIGN HERE

PERSONAL INDEMNITOR #4 SIGN HERE

X  
Residence \_\_\_\_\_  
Address: \_\_\_\_\_  
SSN# \_\_\_\_\_

X  
Residence \_\_\_\_\_  
Address: \_\_\_\_\_  
SSN# \_\_\_\_\_

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.  
My Commission Expires: \_\_\_\_\_

Notary Public

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.  
My Commission Expires: \_\_\_\_\_

Notary Public

INDIVIDUAL ACKNOWLEDGEMENT OF SOLE PROPRIETORSHIP

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.  
My Commission Expires: \_\_\_\_\_

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT OF EACH SIGNING PARTNER

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, each member of the co-partnership of \_\_\_\_\_ to me known and known to me to be the persons who are described in and who executed the foregoing instrument and acknowledge to me that they executed the same as and for the act and deed of the said co-partnership.  
My Commission Expires: \_\_\_\_\_

Notary Public

RAM-001  
INITIALS  
2-ARIS

11/20/07 DATE

RIDER NO. 1

Attaching to and forming part of Performance Bond, Bond No. RLB0010962 executed November 16, 2007 on behalf of Axis Onshore, LLC as Principal, in favor of the Louisiana Office of Conservation, State of Louisiana as Obligee, in the amount of Five Hundred Sixty One Thousand Seven Hundred Twenty Five and No/100 Dollars (\$561,725.00).

It is understood and agreed that effective May 15, 2008 the name of the principal is amended to read as follows:

**Axis Onshore, LP**

All other conditions and terms to remain as originally written.

Signed, sealed and dated this 15<sup>th</sup> day of May, 2008.

Axis Onshore, LP

Principal

By: \_\_\_\_\_

RLI Insurance Company  
8 Greenway Plaza, Suite 400  
Houston, TX 77046

Surety

By: \_\_\_\_\_

Paul M. O'Sullivan  
Paul M. O'Sullivan, Attorney-in-Fact



RLI Surety  
A division of RLI Insurance Company

RLB0010962

## POWER OF ATTORNEY

RLI Insurance Company

### Know All Men by These Presents:

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: PAUL M. O'SULLIVAN in the City of HOUSTON, State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

\$561,725.00

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds; Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers-of-Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:

Jean M. Stephenson  
CORPORATE SECRETARY

State of Illinois )  
County of Peoria ) SS



RLI INSURANCE COMPANY

My Stone  
PRESIDENT

On this 15 day of May, 2008 before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery  
Notary Public



(Multiple Wells)

Bond No. RLB0010962

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Axis Onshore, LLC 16610 Dallas Parkway, Suite 2500 Dallas, TX 75248  
(operator name as established by Office of Conservation and address) (hereinafter called the "Principal"), and  
RLI Insurance Company 8 Greenway Plaza, Suite 400 Houston, TX 77046  
(bonding company name and address)(hereinafter called the "Surety"), are held and firmly bound  
unto the Louisiana Office of Conservation, State of Louisiana, with its principal office at P.O. Box  
94275, Capital Station, Baton Rouge, Louisiana 70804-9275(hereinafter called the "Obligee"), in  
the penal sum of \$561,725.00----- (bond amount) lawful money of the United States of  
America for the payment of which penal sum the Principal and Surety bind themselves, their  
successors and assigns, jointly, severally and in solido firmly by these presents.

WHEREAS, the Principal has applied to the Office of Conservation for a Permit to Drill for  
Minerals for wells and facilities listed on the attached Exhibit "A"; and

WHEREAS, the Principal has assumed the obligation to plug and abandon the well, remove  
platforms and pilings, close associated pits, remove facilities, conduct site clearance and verification,  
conduct site restoration and to restore the surface in accordance with the Leases and/or the Rules,  
Regulations and Orders promulgated by the Commissioner of Conservation and/or the laws of the  
State of Louisiana; and

WHEREAS, the Principal and Surety agree that notwithstanding the subsequent termination of any  
Lease, whether by operation of law or otherwise, this Bond shall remain in full force and effect until  
all obligations of the Principal under the Leases and/or the Rules, Regulations and Orders  
promulgated by the Commissioner of Conservation and/or the laws of the State of Louisiana have  
been truly and faithfully performed and a release and discharge of this Bond shall have been given  
by the Commissioner of Conservation; and

WHEREAS, the Principal has promised to deliver to the Obligee a Bond substantially in the form  
hereof; and

WHEREAS, the Surety represents that it is duly authorized by the proper public authorities to  
transact the business of indemnity and suretyship in the State of Louisiana, and represents that it is  
qualified to be surety and guarantor on bonds and undertakings, which certificate has not been  
revoked; and

WHEREAS, the Surety represents that it has duly executed a power of attorney, appointing the hereinafter named representative as its duly authorized deputy, as the true and lawful attorney-in-fact of such Surety, upon whom may be served all lawful process in any action or proceeding against such Surety in any court or before any officer, arising out of or founded upon this Bond or any liability hereunder; and does hereby agree and consent that such service, when so made, shall be valid service upon it, and that such appointment shall continue in force and effect and be irrevocable so long as any liability against it remains outstanding hereunder; and

NOW THEREFORE, the Principal and Surety agree as follows:

The Surety hereby guarantees the Principal's agreement to plug and abandon the Subject Wells, to remove all platforms, pilings, facilities, pits and to restore the surface pursuant to the Leases, the Rules, Regulations and Orders of the Commissioner of Conservation and/or the laws of the State of Louisiana and to pay all costs and expenses associated therewith in full compliance with the terms of the Leases, the Rules, Regulations and Orders promulgated by the Commissioner of Conservation and/or any and all other state and federal agencies having jurisdiction over such matters and the laws of the State of Louisiana as now written or as they may be hereafter amended.

This Bond shall be automatically renewed annually, subject to the terms and provisions hereof, unless the Surety shall notify the Obligee, in writing by Certified Mail, of its intention to cancel the bond. Such written notice of cancellation shall be given at least one hundred twenty(120) days prior to the proposed cancellation date.

PROVIDED, HOWEVER, whenever the Principal shall present a Plug and Abandon Report with respect to any Subject Well or Facility together with a written statement from the Commissioner of Conservation evidencing that the Subject Well has been satisfactorily plugged, abandoned or removed in accordance with the Rules, Regulations and Orders promulgated by the Commissioner of Conservation, then the penal amount of this Bond shall be reduced for the Subject Well plugged and abandoned or the facility removed in accordance with the itemized schedule set forth on Exhibit "A", but only by the amount set forth on the itemized schedule shown on Exhibit "A" for the Subject Wells and all Facilities, provided that, at such time as all of the Subject Wells have been plugged and abandoned and all Facilities removed and surface restoration operations have been completed, in accordance with the Leases, and/or Rules, Regulations and Orders of the Commissioner of Conservation and/or the laws of the State of Louisiana and this Bond shall have been released and discharged by the Commissioner of Conservation, then this obligation shall be null and void, otherwise, it shall remain in full force and effect for the full penal amount of the Bond.

PROVIDED, FURTHER THAT, to the extent the Principal and/or the Surety may be liable for any expenses, fees, penalties, damages(either direct, indirect or consequential) in addition to the obligation described above, or to the extent the Obligee may incur any attorneys' fees or court costs or other expenses of litigation in the event of a contest over the Surety's denial of the obligation(or any part thereof), the maximum obligation of the Surety under this Bond shall be the penal sum of \$561,725.00----- (dollar amount of the bond), reduced as applicable, as



provided for herein.

FURTHERMORE, it is agreed that the Surety shall have no obligation to the Principal for any loss suffered by the Principal by reason of acts or omissions which are or could be covered by the Principal's general liability insurance, products liability insurance, completed operations insurance or any other insurance. In no event shall the Surety be obligated to pay, in the aggregate, for all claims hereunder, an amount exceeding the penal sum of this Performance Bond.

Whenever the Principal fails, neglects or refuses to carry out its obligation to plug and abandon any one or more or all of the Subject Wells, remove platforms or restore the surface of the Leases(or Subject Tract related to the Subject Well), or to pay the cost thereof, when and if it is required to do so under the terms of the Leases, and/or Rules, Regulations and Orders of the Commissioner of Conservation and/or the laws of the State of Louisiana and the Obligee has presented to the Surety a written notice of default, sent by Certified Mail, by the Principal of its obligations and such condition has persisted for sixty(60) days following the date of such written notice of default, then the Surety shall within thirty(30) days:

- 1) Pay to the Obligee an amount equal to the estimated cost of plugging and abandonment and restoration of the surface to be incurred by the Obligee, which payment shall be subject to the penal limit of this Bond and/or the itemized schedule set forth on Exhibit "A", in the event of plugging and abandoning less than all of the Subject Wells and restoration of the surface of less than all of the sites and/or leases; or,
- 2) Commence the necessary operations to plug and abandon the Subject Wells and restore the surface of the sites and/or Leases. If the Surety should elect, in the event of default by the Principal, to commence or cause to be commenced the aforementioned plugging and abandonment activity and surface restoration, such operations shall continue until such time as the obligations of the Principal as set forth in the Leases, and/or Rules, Regulations and Orders of the Commissioner of Conservation and/or the laws of the State of Louisiana have been fully satisfied, notwithstanding the penal limit of this Bond. In the event the Surety commences operations to plug and abandon less than all of the Subject Wells and/or restore the surface of less than all of the Leases and/or sites, then the penal limit of this Bond shall be reduced only the amount set forth on Exhibit "A".

Provided, however, that in the event of an emergency, deemed by the Commissioner of Conservation as presenting a threat or risk of damage or harm to the environment, the natural resources of the State of Louisiana or the public health and welfare of the general public, and should the Principal fail or refuse to act to correct or alleviate the emergency, then the notice and delay provisions hereof shall be inapplicable and waived by the Surety and the Commissioner of Conservation shall be authorized to take such action as he may deem necessary or expedient to avoid, eliminate or reduce the threat or risk of damage or harm presented by such emergency. All such cost and expense incurred by the Commissioner of Conservation in the exercise of such emergency powers shall be paid and reimbursed under the terms and conditions of this Bond, but the exercise of such emergency powers by the Commissioner of Conservation shall, in no way, affect the total penal limit

of this Bond or alter or modify the itemized schedule set forth on Exhibit "A" in the event such emergency affects less than all of the Subject Wells and/or sites and/or Leases. Notwithstanding the above, it is understood that the value(as set forth on Exhibit "A" attached hereto) attributable to the Subject Wells and/or Facilities affected by the Commissioner of Conservation's emergency powers shall be reduced from the penal amount of this Bond.

Any suit under this Performance Bond must be instituted before the expiration of one(1) year from the date of the occurrence of an event of default, as defined herein. Subject to such one(1) year limitation, the Surety consents and agrees that any legal action against it under this Performance Bond may be brought in the 19<sup>th</sup> Judicial District Court for the Parish of East Baton Rouge, State of Louisiana, hereby irrevocably submitting itself to the jurisdiction and venue of such court.

A "default" shall be the Principal's failure, neglect or refusal to carry out its obligation to plug and abandon any one or more of all the Subject Wells, remove platforms or restore the surface of the sites and/or Leases, or to pay the cost thereof, when and if it is required to do so under the terms of the Leases or by Rule, Regulation or Order of the Commissioner of Conservation or by the laws of the State of Louisiana.

No amendment of or supplement to the terms or provisions of any Lease(s) or any assignment and/or release of the Lease(s) thereof by the Principal, its successors or assigns, and no delay, neglect or failure of the Oblige to proceed promptly in the premises in case of any default on the part of the Principal shall in any degree relieve the Principal and the Surety or any of them or their obligations under this Bond.

However, in the event of an assignment of any Lease or the Wells or the facilities or any of them by the Principal, the Principal shall cause its assignee to post security with the Commissioner of Conservation, in a form and in an amount acceptable to the Commissioner of Conservation. If and when such security has been accepted by the Commissioner of Conservation, then the Oblige will issue a release of this Bond, within sixty(60) days, in whole or in part, in the event of an assignment of less than all of the Leases, Subject Wells and facilities.

No right of action shall accrue on this Performance Bond to or for the use of any person or corporation other than the Principal, the Oblige, their heirs, executors, administrators or successors.

The Surety shall, no later than the renewal date each and every calendar year, provide the Commissioner of Conservation with an annual financial report or other documents to establish the Surety's financial solvency.

In the event that the Principal shall commence any proceeding under bankruptcy, reorganization, arrangement, insolvency, dissolution or liquidation law of any jurisdiction, then the Surety and/or the Principal shall notify the Commissioner of Conservation. Regardless of the occurrence of the aforementioned conditions, this Bond will remain in full force and effect.

NOW, THEREFORE, if the said Principal shall faithfully observe and honestly comply with the provisions contained herein, then this obligation shall become null and void and of no effect.

The Obligee will issue a release of this Bond within a reasonable time period, but in no instance longer than thirty(30) days after receipt of satisfactory evidence( a report from the proper regulatory authority) of the Principal's full and faithful performance and compliance with the obligation of this Performance Bond.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this 16th day of November, 2007, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative pursuant to the authority of its governing body.

Witnesses:

Axis Onshore, LLC  
PRINCIPAL (Operator Name)

\_\_\_\_\_

(Two Witnesses Required)

BY: \_\_\_\_\_  
Authorized Signature of Operator

\_\_\_\_\_  
(Typed Name/Title)

Witnesses:

Robbie Dwyer  
Tracy Taylor  
(Two Witnesses Required)

RLI Insurance Company  
SURETY (Bonding Company Name)

BY: Paul M. O'Sullivan  
(Signature)

Paul M. O'Sullivan, Attorney-in-Fact  
(Typed Name/Title)

APPROVED, ACCEPTED AND EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

Witnesses:

\_\_\_\_\_

(Two Witnesses Required)

OFFICE OF CONSERVATION  
STATE OF LOUISIANA

BY: \_\_\_\_\_  
COMMISSIONER OF CONSERVATION

FORM: FS-PBMW  
(01/31/2007)

Page 1 of 1

**EXAMPLE**

**Exhibit "A"**

Operator of Record Axis Onshore, LLC \_\_\_\_\_  
(Financial Institution)

LOC/CD/Bond No. RLB0010962 \_\_\_\_\_

Wells Covered by Security		
Well Name & No.	Field	Serial Number*
WX C RB SUEE; SL 14617 001	Catahoula Lake	216691
CL A1 RA SU; SL 1461 A-8	Catahoula Lake	214354
WX C RF SUO; SL 1462 CA 002	Catahoula Lake	163489
WX C RC SU65; SL 1461 045	Catahoula Lake	127992
WX B RF SUB; SL 1462 001	Catahoula Lake	115310
WX A RB SUU; SL 3691 E-B1	Catahoula Lake	180719
LA DELTA SWD 001	Catahoula Lake	970226
WX B RB SUDD; SL 13461 A-1	Catahoula Lake	215459



RLI Surety | A Division of RLI Insurance Company  
9025 North Lindbergh Dr. • Peoria, IL 61615  
(309) 692-1000 or (800) 645-2402

RLB0010962

## POWER OF ATTORNEY RLI Insurance Company

### ***Know All Men by These Presents:***

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: PAUL M. O'SULLIVAN in the City of HOUSTON, State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

\$561,725.00

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

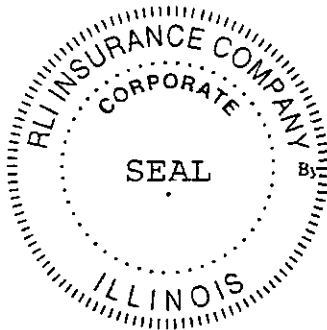
(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:

Jean M. Stephenson  
Corporate Secretary

State of Illinois )  
County of Peoria ) SS



RLI INSURANCE COMPANY

Michael J. Stone  
President

On this 16 day of Nov. 2007 before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery  
Notary Public



RIDER NO. 9

Attaching to and forming part of Performance Bond No. RLB0011032, executed December 5, 2007, on behalf of Axis Onshore, LP as Principal, in favor of the Louisiana Office of Conservation, State of Louisiana as Obligee, in the amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00).

It is understood and agreed that effective January 1, 2009, Exhibit A is amended as attached.

All other conditions and terms to remain as originally written or previously amended by rider.

Signed, sealed and dated this 15<sup>th</sup> day of January, 2009.

Axis Onshore, LP  
Principal

By: \_\_\_\_\_

RLI Insurance Company  
8 Greenway Plaza, Suite 400  
Houston, TX 77046  
Surety

By: Paul M. O'Sullivan  
Paul M. O'Sullivan, Attorney-in-Fact

## Exhibit "A"

## Wells Covered by Security

Revised as of January 1, 2009

Operator: Axis Onshore, LP  
 Surety: RLI Insurance Company  
 Bond No.: RLB0011032

A202

Well Serial No.	Well Name	Well No.	Field Name - ID	Count
110508	I H YAKEY D	12	Bayou Cocodrie - 0602	1
111042	I H YAKEY D SWD	21	Bayou Cocodrie, West - 0628	2
210250	YAKEY FD	1	Bayou Cocodrie, West - 0628	3
218864	YAKEY FD	5	Bayou Cocodrie, West - 0628	4
161165	PEABODY ET AL	2	Black Hawk - 1640	5
163817	PEABODY ET AL	3	Black Hawk - 1640	6
165250	PEABODY ET AL	6	Black Hawk - 1640	7
165251	PEABODY ET AL	7	Black Hawk - 1640	8
173550	PEABODY ET AL	9	Black Hawk - 1640	9
160432	PEABODY SWD	1	Black Hawk - 1640	10
175773	I H YAKEY ET AL NB	1	Brabston, North - 1841	11
180869	I H YAKEY ET AL NB	4	Brabston, North - 1841	12
193698	I H YAKEY ET AL NB A	5	Brabston, North - 1841	13
971349	I H YAKEY ET AL NB SWD	002-A	Brabston, North - 1841	14
214354	CL A1 RA SU;SL 1461	A-8	Catahoula Lake - 2384	15
970226	LA DELTA SWD	1	Catahoula Lake - 2384	16
180719	WX A RB SUU;SL 3691	E-B1	Catahoula Lake - 2384	17
215459	WX B RB SUDD;SL 13461	A-1	Catahoula Lake - 2384	18
115310	WX B RF SUB;SL 1462	1	Catahoula Lake - 2384	19
216691	WX C RB SUEE;SL 14817	1	Catahoula Lake - 2384	20
127992	WX C RC SU65;SL 1461	45	Catahoula Lake - 2384	21
163489	WX C RF SUO;SL 1462 CA	2	Catahoula Lake - 2384	22
238177	BENTON	1	Catahoula Lake, West - 2400	23
62121	BREWTON SWD	1	Catahoula Lake, West - 2400	24
237645	CROOKS	1	Catahoula Lake, West - 2400	25
237745	CROOKS	2	Catahoula Lake, West - 2400	26
238086	CROOKS	3	Catahoula Lake, West - 2400	27
236681	JACK ALLEN	3	Catahoula Lake, West - 2400	28
237298	JACK ALLEN	4	Catahoula Lake, West - 2400	29
237409	JACK ALLEN	5	Catahoula Lake, West - 2400	30
237410	JACK ALLEN	6	Catahoula Lake, West - 2400	31
208762	WX A RA SU39;JACK ALLEN	002-ALT	Catahoula Lake, West - 2400	32
223620	WX A RA SU56; RAY 2-6	1	Catahoula Lake, West - 2400	33
206872	MOBIL FEE LB	2	Coochie - 2876	34
207424	MOBIL FEE LB	3	Coochie - 2876	35
208529	MOBIL FEE LB	4	Coochie - 2876	36
210666	MOBIL FEE LB A	5	Coochie - 2876	37
212116	MOBIL FEE LB A	7	Coochie - 2876	38
972633	MOBIL FEE SWD	1	Coochie - 2876	39
171232	ELLIS B	3	Dobbs Bay - 3361	40
177918	ELLIS B	6	Dobbs Bay - 3361	41
165625	ELLIS B SWD	1	Dobbs Bay - 3361	42
146312	CKF 1 RA SUG;W L STOKES	1	Eola - 3648	43
156295	HAAS INV CO SWD	1	Eola - 3648	44
117100	BLANCHE B SAUCIER	2	Five Mile Bayou - 3863	45
229710	R O MARTIN 30-2	2	Five Mile Bayou - 3863	46
228622	ROY O MARTIN 30-2	1	Five Mile Bayou - 3863	47
128774	SAUCIER STATE SWD	B-2	Five Mile Bayou - 3863	48
209975	VUA;DUPUY LAND CO ET AL	3	Five Mile Bayou - 3863	49
973337	W E GROVES SWD	1	Five Mile Bayou - 3863	50
121916	WALKER SUI;SL 4879	1	Five Mile Bayou - 3863	51
117956	WALKER SUL;BLANCHE B SAUCIER	1	Five Mile Bayou - 3863	52
207184	BRUSHY BAYOU	2	Float Bayou, North - 3880	53
208013	BRUSHY BAYOU	3	Float Bayou, North - 3880	54
223589	BRUSHY BAYOU	4	Float Bayou, North - 3880	55
208613	BRUSHY BAYOU SWD	1	Float Bayou, North - 3880	56
972253	J DALE SWD	23	Float Bayou, North - 3880	57
165066	MISSIANA DC	1	Foster Ridge - 3932	58
172793	MISSIANA DC SWD	5	Foster Ridge - 3932	59
137412	ARMSTRONG SUI;SL 5544	2	Giles Bend - 4046	60
146917	ARMSTRONG SUG;LEARNED-PEABODY	2	Giles Bend - 4046	61
970227	GILES BEND SWD	3	Giles Bend - 4046	62
972265	GILES BEND SWD	4	Giles Bend - 4046	63
135413	LEARNED-PEABODY	1	Giles Bend - 4046	64
146914	LEARNED-PEABODY	3	Giles Bend - 4046	65

Well Serial No.	Well Name	Well no.	Field Name - ID	Count
171478	PARKER B RA SUB;LEARNED PEABODY	7	Giles Bend - 4046	66
146916	PARKER B RA SUC;SL 5544	5	Giles Bend - 4046	67
234139	H B WHITE	1	Glade - 4058	68
236047	H B WHITE	2	Glade - 4058	69
236048	H B WHITE	3	Glade - 4058	70
970180	H B WHITE SWD	3	Glade - 4058	71
161469	VUA;WHITE	1	Glade - 4058	72
235974	BARRON	1	Harrisonburg - 4427	73
237012	BARRON	1	Harrisonburg - 4427	74
94728	BUSWELL HEIRS SWD	1	Harrisonburg - 4427	75
108937	LAMBERT-BARRON A SWD	1	Harrisonburg - 4427	76
187334	ST A RB SUC;BARRON	A-2	Harrisonburg - 4427	77
101634	ST B RB SUG;C L BARRON	2	Harrisonburg - 4427	78
187680	MISSIANA 18-11	1	Honey Brake Lake - 4601	79
171543	ELDER REALTY CO	16	Lake Ophelia - 5486	80
99558	ELDER REALTY CO SWD	6	Lake Ophelia - 5486	81
188543	SPARTA SUA;ELDER REALTY CO	17	Lake Ophelia - 5486	82
124906	3500 STRAY RA SUA;G M RHODES C	004-D	Lake St. John - 5655	83
119941	3750 SUA;FRANK TESTA	2	Lake St. John - 5655	84
216931	FRANK TESTA	4	Lake St. John - 5655	85
119940	G M RHODES B	1	Lake St. John - 5655	86
124220	G M RHODES B	6	Lake St. John - 5655	87
150580	G M RHODES B	9	Lake St. John - 5655	88
231220	G M RHODES B	13	Lake St. John - 5655	89
232373	G M RHODES B	14	Lake St. John - 5655	90
232374	G M RHODES B	15	Lake St. John - 5655	91
237411	G M RHODES B	16	Lake St. John - 5655	92
237514	G M RHODES B	17	Lake St. John - 5655	93
121879	G M RHODES C	1	Lake St. John - 5655	94
125925	G M RHODES C	4	Lake St. John - 5655	95
215858	G M RHODES C	8	Lake St. John - 5655	96
238681	G M RHODES C	9	Lake St. John - 5655	97
238682	G M RHODES C	10	Lake St. John - 5655	98
158070	G M RHODES D	1	Lake St. John - 5655	99
236943	G M RHODES D	2	Lake St. John - 5655	100
127547	JOSEPH TESTA	002-D	Lake St. John - 5655	101
232372	JOSEPH TESTA	9	Lake St. John - 5655	102
117133	LK ST JOHN SWD	2	Lake St. John - 5655	103
116279	TESTA SUF;J TESTA	1	Lake St. John - 5655	104
208902	VUB;FRANK TESTA	3	Lake St. John - 5655	105
206167	5200 RA SUC;MISSIANA FRNE	15	Larto Lake - 5812	106
206265	5200 RA SUD;MISSIANA HB	13	Larto Lake - 5812	107
206757	5200 RA SUF;MISSIANA FRNE	016-ALT	Larto Lake - 5812	108
206244	5200 RA SUH;MISSIANA HB	11	Larto Lake - 5812	109
204705	5200 RA SUI;MISSIANA HB	9	Larto Lake - 5812	110
205475	MISSIANA	4	Larto Lake - 5812	111
206727	MISSIANA	1	Larto Lake - 5812	112
229444	MISSIANA	2	Larto Lake - 5812	113
222133	MISSIANA B	1	Larto Lake - 5812	114
199533	MISSIANA FRNE SWD	5	Larto Lake - 5812	115
146635	MISSIANA LAND & TIMBER SWD	1	Larto Lake - 5812	116
170953	MISSIANA SWD	1	Larto Lake - 5812	117
171659	MISSIANA SWD	2	Larto Lake - 5812	118
215187	WX G RA SU103;MISSIANA	8	Larto Lake - 5812	119
229938	WX G RA SU57;MISSIANA	10	Larto Lake - 5812	120
238101	BEARD 16-9	1	Lismore Landing - 6036	121
972598	CAVENHAM SWD	1	Little Creek-6076	122
232546	WEYERHAEUSER KC	1	Little Creek-6076	123
237668	WEYERHAEUSER KC 34-15	1	Little Creek-6076	124
104245	BELTZHOVER	1	Long Branch - 6172	125
222525	BELTZHOVER	4	Long Branch - 6172	126
234086	BELTZHOVER	5	Long Branch - 6172	127
234087	BELTZHOVER	6	Long Branch - 6172	128
221981	BELTZHOVER SWD	2	Long Branch - 6172	129
225840	TENSAS DELTA	1	Long Branch - 6172	130
194417	BELTZHOVER (Note: also, "Pilot")	1	Long Branch, North - 6173	131
195426	BELTZHOVER SWD	1	Long Branch, North - 6173	132
211997	C7 RA SUA;PLACID OIL CO FEE	4	Long Branch, North - 6173	133
211663	C7 RA SUC;PLACID OIL CO FEE	3	Long Branch, North - 6173	134
211026	C7 RA SUD;PLACID OIL CO FEE	2	Long Branch, North - 6173	135
212666	C7 RA SUE;PLACID OIL CO FEE	6	Long Branch, North - 6173	136
213080	C7 RA SUF;PLACID OIL CO FEE	8	Long Branch, North - 6173	137
212940	E-2 RA SUA;PLACID OIL CO FEE	7	Long Branch, North - 6173	138
972341	PLACID FEE 21-13 SWD	1	Long Branch, North - 6173	139
214900	PLACID FEE NLB	3	Long Branch, North - 6173	140
214968	PLACID OIL CO FEE	10	Long Branch, North - 6173	141



Well Serial No.	Well Name	Well no.	Field Name - ID	Count
212315	PLACID OIL CO FEE SWD	5	Long Branch, North - 6173	142
80392	CONCORDIA PARRISH SCHOOL BOARD	1	Lower Sunk Lake - 6260	143
157272	CONCORDIA PARRISH SCHOOL BOARD	5	Lower Sunk Lake - 6260	144
223705	CONCORDIA PARRISH SCHOOL BOARD	6	Lower Sunk Lake - 6260	145
225089	CONCORDIA PARRISH SCHOOL BOARD	9	Lower Sunk Lake - 6260	146
230159	CONCORDIA PARRISH SCHOOL BOARD	8	Lower Sunk Lake - 6260	147
233986	CONCORDIA PARRISH SCHOOL BOARD	10	Lower Sunk Lake - 6260	148
238998	CONCORDIA PARRISH SCHOOL BOARD	11	Lower Sunk Lake - 6260	149
87229	CONCORDIA PH SCH BD SWD	3	Lower Sunk Lake - 6260	150
138334	K G LEE SWD	3	Lower Sunk Lake - 6260	151
141204	SWX SUB;CONCORDIA PARRISH SCHOOL BOARD	4	Lower Sunk Lake - 6260	152
141121	SWX SUC;K G LEE	2	Lower Sunk Lake - 6260	153
137673	SWX SUD;K G LEE	1	Lower Sunk Lake - 6260	154
147116	SWX SUE;K G LEE	5	Lower Sunk Lake - 6260	155
214608	SANTA FE FEE I	3	Milligan Bayou - 6784	156
212110	ART RA SUA;SL 12894	5	Milligan Bayou, NE - 6778	157
972396	RICHARD PETERS SWD	1	Milligan Bayou, NE - 6778	158
210874	WALKER RA SUA;ELLIS EST 6	1	Milligan Bayou, NE - 6778	159
207411	HEL RA SUE;PETERS	1	Milligan Bayou, North - 6785	160
210805	NORTH MILLIGAN BAYOU SWD	1	Milligan Bayou, North - 6785	161
206948	PETERS 87 SWD	2	Milligan Bayou, North - 6785	162
210093	R O MARTIN GL	3	Milligan Bayou, North - 6785	163
212253	R O MARTIN GL	4	Milligan Bayou, North - 6785	164
189576	DALTON LABORDE SWD	4	Nesser - 7045	165
238404	JASON MCCANN	2	Nesser - 7045	166
221967	NS 5500 RA SU;JASON MCCANN EA	1	Nesser - 7045	167
165591	NS 5500 RA SU;LABORDE	2	Nesser - 7045	168
238196	WEYERHAEUSER 10-7	1	Olla - 7130	169
237806	WEYERHAEUSER 10-8	1	Olla - 7130	170
238197	WEYERHAEUSER 10-9	1	Olla - 7130	171
237807	WEYERHAEUSER 14-1	1	Olla - 7130	172
237516	WILDS SP	1	Omega - 7135	173
64815	CATAHOULA BANK	3	Patton Church - 7261	174
234443	CATAHOULA BANK	8	Patton Church - 7261	175
235532	CATAHOULA BANK	9	Patton Church - 7261	176
235533	CATAHOULA BANK	10	Patton Church - 7261	177
235599	CATAHOULA BANK	11	Patton Church - 7261	178
235894	CATAHOULA BANK	12	Patton Church - 7261	179
235973	CATAHOULA BANK	13	Patton Church - 7261	180
202550	CATAHOULA BANK & TRUST CO	1	Patton Church - 7261	181
206883	CATAHOULA BANK SWD	7	Patton Church - 7261	182
235534	HARDIE	1	Patton Church - 7261	183
214080	3200 FRIO RA SUA;HODGES C	3	Point Breeze - 7444	184
217129	3200 FRIO RA SUB;HODGES C	6	Point Breeze - 7444	185
214961	3200 FRIO RA SUC;HODGES C	4	Point Breeze - 7444	186
237945	3200 FRIO RA SUC;HODGES C	9	Point Breeze - 7444	187
219645	W H HODGES & CO C	8	Point Breeze - 7444	188
215801	W H HODGES & CO C SWD	5	Point Breeze - 7444	189
238116	I P CO 22-10	1	Rawson Creek - 7611	190
119649	K G LEE ETAL SWD #C	4	Red River Bay - 7646	191
162083	KG LEE	3	Red River Bay - 7646	192
208954	KG LEE	1	Red River Bay - 7646	193
217044	R O MARTIN RRB	1	Red River Bay - 7646	194
169718	LEARNED-PEABODY RP	4	Rifle Point, South - 7721	195
204544	LEARNED-PEABODY RP	7	Rifle Point, South - 7721	196
171417	LEARNED-PEABODY SWD	5	Rifle Point, South - 7721	197
176624	PEABODY RF	2	Rifle Point, South - 7721	198
187628	PEABODY RF	4	Rifle Point, South - 7721	199
231683	HARPER	Z001	Rodney Island - 7751	200
121007	I H YAKEY D	23	Slocum, West - 8374	201
130311	I H YAKEY D	42	Slocum, West - 8374	202
110398	IDA H YAKEY ET AL D SWD	7	Slocum, West - 8374	203
232392	YAKEY	1	Slocum, West - 8374	204
238178	BRUSHY BAYOU	4	Stacy - 8670	205
239069	BRUSHY BAYOU	5	Stacy - 8670	206
239128	BRUSHY BAYOU	6	Stacy - 8670	207
239139	BRUSHY BAYOU	7	Stacy - 8670	208
190574	BRUSHY BAYOU SWD	2	Stacy - 8670	209
232564	STEW B RA SUB;BRUSHY BAYOU	001-ALT	Stacy - 8670	210
96081	CRUSE-STATE ET AL SWD	1	Tew Lake - 8896	211
78522	PURVIS SWD	2	Tew Lake - 8896	212
77351	TL SU15;WALTERS	3	Tew Lake - 8896	213
74309	TL SU22;WALTERS-ROUTON	1	Tew Lake - 8896	214
91702	TL SU25;BURLEY-STATE ET AL	1	Tew Lake - 8896	215
89539	TL SU26;BURLEY-ROUTON U	1	Tew Lake - 8896	216
95891	WALTERS STATE ET AL SWD	1	Tew Lake - 8896	217

Well Serial No.	Well Name	Well no.	Field Name - ID	Count
238287	ARNOLD	1	Wallace Lake - 9255	218
83473	NOLAN SWD	2	Wallace Lake - 9255	219
182974	TL SUP;SIKES ET AL	1	Wallace Lake - 9255	220
89503	VUA;M T WHITE ET AL	1	Wallace Lake - 9255	221
229541	WHITE	2	Wallace Lake - 9255	222



RLI Surety  
A division of RLI Insurance Company

RLB0011032

POWER OF ATTORNEY  
RLI Insurance Company

**Know All Men by These Presents:**

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: PAUL M. O'SULLIVAN in the City of HOUSTON State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

\$250,000.00

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers-of-Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:

Jean M. Stephenson  
CORPORATE SECRETARY

State of Illinois )  
County of Peoria ) SS



RLI INSURANCE COMPANY

Michael J. Stone  
PRESIDENT

On this 15 day of Jan. 2009 before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery  
Notary Public



RIDER NO. 8

Attaching to and forming part of Performance Bond No. RLB0011032, executed December 5, 2007, on behalf of Axis Onshore, LP as Principal, in favor of the Louisiana Office of Conservation, State of Louisiana as Obligee, in the amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00).

It is understood and agreed that effective September 15, 2008, Exhibit A is amended as attached.

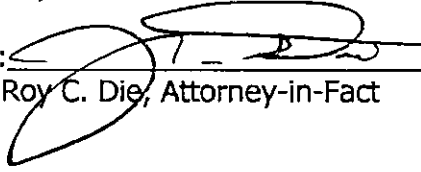
All other conditions and terms to remain as originally written or previously amended by rider.

Signed, sealed and dated this 15<sup>th</sup> day of September, 2008.

Axis Onshore, LP  
Principal

By: \_\_\_\_\_

RLI Insurance Company  
8 Greenway Plaza, Suite 400  
Houston, TX 77046  
Surety

By:  \_\_\_\_\_  
Roy C. Die, Attorney-in-Fact

## Exhibit "A"

## Wells Covered by Security

Revised as of September 15, 2008

Operator: Axis Onshore, LP  
 Surety: RLI Insurance Company  
 Bond No.: RLB0011032

A202

Well Serial No.	Well Name	Well No.	Field Name - ID	Count
110508	I H YAKY D	12	Bayou Cocodrie - 0602	1
111042	I H YAKY D SWD	21	Bayou Cocodrie, West - 0628	2
210250	YAKY FD	1	Bayou Cocodrie, West - 0628	3
218864	YAKY FD	5	Bayou Cocodrie, West - 0628	4
160432	PEABODY SWD	1	Black Hawk - 1640	5
161165	PEABODY ET AL	2	Black Hawk - 1640	6
163817	PEABODY ET AL	3	Black Hawk - 1640	7
165250	PEABODY ET AL	6	Black Hawk - 1640	8
165251	PEABODY ET AL	7	Black Hawk - 1640	9
173550	PEABODY ET AL	9	Black Hawk - 1640	10
175773	I H YAKY ET AL NB	1	Brabston, North - 1841	11
180869	I H YAKY ET AL NB	4	Brabston, North - 1841	12
193698	I H YAKY ET AL NB A	5	Brabston, North - 1841	13
971349	I H YAKY ET AL NB SWD	002-A	Brabston, North - 1841	14
115310	WX B RF SUB;SL 1462	1	Catahoula Lake - 2384	15
127992	WX C RC SUB;SL 1461	45	Catahoula Lake - 2384	16
163489	WX C RF SUB;SL 1462 CA	2	Catahoula Lake - 2384	17
180719	WX A RB SUB;SL 3691	E-B1	Catahoula Lake - 2384	18
214354	CL A1 RA SUB;SL 1461	A-8	Catahoula Lake - 2384	19
215459	WX B RB SUB;SL 13461	A-1	Catahoula Lake - 2384	20
216691	WX C RB SUB;SL 14617	1	Catahoula Lake - 2384	21
970226	LA DELTA SWD	1	Catahoula Lake - 2384	22
223620	WX A RA SUB; RAY 2-6	1	Catahoula Lake, West - 2400	23
238177	BENTON	1	Catahoula Lake, West - 2400	24
62121	BREWTON SWD	1	Catahoula Lake, West - 2400	25
208762	WX A RA SUB;JACK ALLEN	002-ALT	Catahoula Lake, West - 2400	26
236681	JACK ALLEN	3	Catahoula Lake, West - 2400	27
237298	JACK ALLEN	4	Catahoula Lake, West - 2400	28
237409	JACK ALLEN	5	Catahoula Lake, West - 2400	29
237410	JACK ALLEN	6	Catahoula Lake, West - 2400	30
237645	CROOKS	1	Catahoula Lake, West - 2400	31
237745	CROOKS	2	Catahoula Lake, West - 2400	32
238086	CROOKS	3	Catahoula Lake, West - 2400	33
206872	MOBIL FEE LB	2	Coochie - 2876	34
207424	MOBIL FEE LB	3	Coochie - 2876	35
208529	MOBIL FEE LB	4	Coochie - 2876	36
210666	MOBIL FEE LB A	5	Coochie - 2876	37
212116	MOBIL FEE LB A	7	Coochie - 2876	38
972633	MOBIL FEE SWD	1	Coochie - 2876	39
165625	ELLIS B SWD	1	Dobbs Bay - 3361	40
171232	ELLIS B	3	Dobbs Bay - 3361	41
177918	ELLIS B	6	Dobbs Bay - 3361	42
146312	CKF 1 RA SUB;W L STOKES	1	Eola - 3648	43
156295	HAAS INV CO SWD	1	Eola - 3648	44
117100	BLANCHE B SAUCIER	2	Five Mile Bayou - 3863	45
117956	WALKER SUB;BLANCHE B SAUCIER	1	Five Mile Bayou - 3863	46
121916	WALKER SUB;SL 4879	1	Five Mile Bayou - 3863	47
128774	SAUCIER STATE SWD	B-2	Five Mile Bayou - 3863	48
209975	VUA;DUPUY LAND CO ET AL	3	Five Mile Bayou - 3863	49
228622	ROY O MARTIN 30-2	1	Five Mile Bayou - 3863	50
229710	R O MARTIN 30-2	2	Five Mile Bayou - 3863	51
973337	W E GROVES SWD	1	Five Mile Bayou - 3863	52
207184	BRUSHY BAYOU	2	Float Bayou, North - 3880	53
208013	BRUSHY BAYOU	3	Float Bayou, North - 3880	54
208613	BRUSHY BAYOU SWD	1	Float Bayou, North - 3880	55
223569	BRUSHY BAYOU	4	Float Bayou, North - 3880	56
972253	J DALE SWD	23	Float Bayou, North - 3880	57
165066	MISSIANA DC	1	Foster Ridge - 3932	58
172793	MISSIANA DC SWD	5	Foster Ridge - 3932	59
135413	LEARNED-PEABODY	1	Giles Bend - 4046	60
137412	ARMSTRONG SUB;SL 5544	2	Giles Bend - 4046	61
146914	LEARNED-PEABODY	3	Giles Bend - 4046	62
146916	PARKER B RA SUB;SL 5544	5	Giles Bend - 4046	63
146917	ARMSTRONG SUB;LEARNED-PEABODY	2	Giles Bend - 4046	64
171478	PARKER B RA SUB;LEARNED PEABODY	7	Giles Bend - 4046	65

Well Serial No.	Well Name	Well No.	Field Name - ID	Count
970227	GILES BEND SWD	3	Giles Bend - 4046	66
972265	GILES BEND SWD	4	Giles Bend - 4046	67
161469	VUA;WHITE	1	Glade - 4058	68
234139	H B WHITE	1	Glade - 4058	69
236047	H B WHITE	2	Glade - 4058	70
236048	H B WHITE	3	Glade - 4058	71
970180	H B WHITE SWD	3	Glade - 4058	72
94728	BUSWELL HEIRS SWD	1	Harrisonburg - 4427	73
101634	ST B RB SUG;C L BARRON	2	Harrisonburg - 4427	74
108937	LAMBERT-BARRON A SWD	1	Harrisonburg - 4427	75
187334	ST A RB SUC;BARRON	A-2	Harrisonburg - 4427	76
235974	BARRON	1	Harrisonburg - 4427	77
237012	BARRON	1	Harrisonburg - 4427	78
187680	MISSIANA 18-11	1	Honey Brake Lake - 4601	79
99558	ELDER REALTY CO SWD	6	Lake Ophelia - 5486	80
171543	ELDER REALTY CO	16	Lake Ophelia - 5486	81
188543	SPARTA SUA;ELDER REALTY CO	17	Lake Ophelia - 5486	82
116279	TESTA SUF;J TESTA	1	Lake St. John - 5655	83
117133	LK ST JOHN SWD	2	Lake St. John - 5655	84
119940	G M RHODES B	1	Lake St. John - 5655	85
119941	3750 SUA;FRANK TESTA	2	Lake St. John - 5655	86
121879	G M RHODES C	1	Lake St. John - 5655	87
124220	G M RHODES B	6	Lake St. John - 5655	88
124906	3500 STRAY RA SUA;G M RHODES C	004-D	Lake St. John - 5655	89
125925	G M RHODES C	4	Lake St. John - 5655	90
127547	JOSEPH TESTA	002-D	Lake St. John - 5655	91
150580	G M RHODES B	9	Lake St. John - 5655	92
158070	G M RHODES D	1	Lake St. John - 5655	93
208902	VUB;FRANK TESTA	3	Lake St. John - 5655	94
215858	G M RHODES C	8	Lake St. John - 5655	95
216931	FRANK TESTA	4	Lake St. John - 5655	96
231220	G M RHODES B	13	Lake St. John - 5655	97
232372	JOSEPH TESTA	9	Lake St. John - 5655	98
232373	G M RHODES B	14	Lake St. John - 5655	99
232374	G M RHODES B	15	Lake St. John - 5655	100
236943	G M RHODES D	2	Lake St. John - 5655	101
237411	G M RHODES B	16	Lake St. John - 5655	102
237514	G M RHODES B	17	Lake St. John - 5655	103
238681	G M RHODES C	9	Lake St. John - 5655	104
238682	G M RHODES C	10	Lake St. John - 5655	105
146635	MISSIANA LAND & TIMBER SWD	1	Larto Lake - 5812	106
170953	MISSIANA SWD	1	Larto Lake - 5812	107
171659	MISSIANA SWD	2	Larto Lake - 5812	108
199533	MISSIANA FRNE SWD	5	Larto Lake - 5812	109
204705	5200 RA SUI;MISSIANA HB	9	Larto Lake - 5812	110
205475	MISSIANA	4	Larto Lake - 5812	111
206167	5200 RA SUC;MISSIANA FRNE	15	Larto Lake - 5812	112
206244	5200 RA SUH;MISSIANA HB	11	Larto Lake - 5812	113
206265	5200 RA SUD;MISSIANA HB	13	Larto Lake - 5812	114
206727	MISSIANA	1	Larto Lake - 5812	115
206757	5200 RA SUF;MISSIANA FRNE	016-ALT	Larto Lake - 5812	116
215187	WX G RA SU103;MISSIANA	8	Larto Lake - 5812	117
222133	MISSIANA B	1	Larto Lake - 5812	118
229444	MISSIANA	2	Larto Lake - 5812	119
229938	WX G RA SU57;MISSIANA	10	Larto Lake - 5812	120
238101	BEARD 16-9	1	Lismore Landing - 6036	121
232546	WEYERHAEUSER KC	1	Little Creek-6076	122
237668	WEYERHAEUSER KC 34-15	1	Little Creek-6076	123
237806	WEYERHAEUSER 10-8	1	Olla - 7130	124
237807	WEYERHAEUSER 14-1	1	Olla - 7130	125
238196	WEYERHAEUSER 10-7	1	Olla - 7130	126
238197	WEYERHAEUSER 10-9	1	Olla - 7130	127
972598	CAVENHAM SWD	1	Little Creek-6076	128
104245	BELTZHOVER	1	Long Branch - 6172	129
221981	BELTZHOVER SWD	2	Long Branch - 6172	130
222525	BELTZHOVER	4	Long Branch - 6172	131
225840	TENSAS DELTA	1	Long Branch - 6172	132
234086	BELTZHOVER	5	Long Branch - 6172	133
234087	BELTZHOVER	6	Long Branch - 6172	134
194417	BELTZHOVER (Note: also, "Pilot")	1	Long Branch, North - 6173	135
195426	BELTZHOVER SWD	1	Long Branch, North - 6173	136
211026	C7 RA SUD;PLACID OIL CO FEE	2	Long Branch, North - 6173	137
211663	C7 RA SUC;PLACID OIL CO FEE	3	Long Branch, North - 6173	138
211997	C7 RA SUA;PLACID OIL CO FEE	4	Long Branch, North - 6173	139
212315	PLACID OIL CO FEE SWD	5	Long Branch, North - 6173	140
212666	C7 RA SUE;PLACID OIL CO FEE	6	Long Branch, North - 6173	141

Well Serial No.	Well Name	Well No.	Field Name - ID	Count
212940	E-2 RA SUA;PLACID OIL CO FEE	7	Long Branch, North - 6173	142
213080	C7 RA SUF;PLACID OIL CO FEE	8	Long Branch, North - 6173	143
214968	PLACID OIL CO FEE	10	Long Branch, North - 6173	144
214900	PLACID FEE NLB	3	Long Branch, North - 6173	145
972341	PLACID FEE 21-13 SWD	1	Long Branch, North - 6173	146
80392	CONCORDIA PARRISH SCHOOL BOARD	1	Lower Sunk Lake - 6260	147
87229	CONCORDIA PH SCH BD SWD	3	Lower Sunk Lake - 6260	148
137673	SWX SUD;K G LEE	1	Lower Sunk Lake - 6260	149
138334	K G LEE SWD	3	Lower Sunk Lake - 6260	150
141121	SWX SUC;K G LEE	2	Lower Sunk Lake - 6260	151
141204	SWX SUB;CONCORDIA PARRISH SCHOOL BOARD	4	Lower Sunk Lake - 6260	152
147116	SWX SUF;K G LEE	5	Lower Sunk Lake - 6260	153
157272	CONCORDIA PARRISH SCHOOL BOARD	5	Lower Sunk Lake - 6260	154
223705	CONCORDIA PARRISH SCHOOL BOARD	6	Lower Sunk Lake - 6260	155
225089	CONCORDIA PARRISH SCHOOL BOARD	9	Lower Sunk Lake - 6260	156
230159	CONCORDIA PARRISH SCHOOL BOARD	8	Lower Sunk Lake - 6260	157
233986	CONCORDIA PARRISH SCHOOL BOARD	10	Lower Sunk Lake - 6260	158
234066	CONCORDIA PARRISH SCHOOL BOARD	11	Lower Sunk Lake - 6260	159
214608	SANTA FE FEE I	3	Milligan Bayou - 6784	160
210874	WALKER RA SUA;ELLIS EST 6	1	Milligan Bayou, NE - 6778	161
212110	ART RA SUA;SL 12894	5	Milligan Bayou, NE - 6778	162
972396	RICHARD PETERS SWD	1	Milligan Bayou, NE - 6778	163
206948	PETERS 87 SWD	2	Milligan Bayou, North - 6785	164
207411	HEL RA SUF;PETERS	1	Milligan Bayou, North - 6785	165
210093	R O MARTIN GL	3	Milligan Bayou, North - 6785	166
210805	NORTH MILLIGAN BAYOU SWD	1	Milligan Bayou, North - 6785	167
212253	R O MARTIN GL	4	Milligan Bayou, North - 6785	168
165591	NS 5500 RA SU;LABORDE	2	Nesser - 7045	169
189576	DALTON LABORDE SWD	4	Nesser - 7045	170
221967	NS 5500 RA SU;JASON MCCANN EA	1	Nesser - 7045	171
	JASON MCCANN	2	Nesser - 7045	172
238404				
237516	WILDS SP	1	Omega - 7135	173
64815	CATAHOULA BANK	3	Patton Church - 7261	174
202550	CATAHOULA BANK & TRUST CO	1	Patton Church - 7261	175
206883	CATAHOULA BANK SWD	7	Patton Church - 7261	176
234443	CATAHOULA BANK	8	Patton Church - 7261	177
235532	CATAHOULA BANK	9	Patton Church - 7261	178
235533	CATAHOULA BANK	10	Patton Church - 7261	179
235534	HARDIE	1	Patton Church - 7261	180
235599	CATAHOULA BANK	11	Patton Church - 7261	181
235894	CATAHOULA BANK	12	Patton Church - 7261	182
235973	CATAHOULA BANK	13	Patton Church - 7261	183
214080	3200 FRIO RA SUA;HODGES C	3	Point Breeze - 7444	184
214961	3200 FRIO RA SUC;HODGES C	4	Point Breeze - 7444	185
215801	W H HODGES & CO C SWD	5	Point Breeze - 7444	186
217129	3200 FRIO RA SUB;HODGES C	6	Point Breeze - 7444	187
219645	W H HODGES & CO C	8	Point Breeze - 7444	188
238118	I P CO 22-10	1	Rawson Creek - 7611	189
119649	K G LEE ETAL SWD #C	4	Red River Bay - 7646	190
162083	KG LEE	3	Red River Bay - 7646	191
208954	KG LEE	1	Red River Bay - 7646	192
217044	R O MARTIN RRB	1	Red River Bay - 7646	193
169718	LEARNED-PEABODY RP	4	Rifle Point, South - 7721	194
171417	LEARNED-PEABODY SWD	5	Rifle Point, South - 7721	195
176624	PEABODY RF	2	Rifle Point, South - 7721	196
187628	PEABODY RF	4	Rifle Point, South - 7721	197
204544	LEARNED-PEABODY RP	7	Rifle Point, South - 7721	198
231683	HARPER	Z001	Rodney Island - 7751	199
110398	IDA H YAKY ET AL D SWD	7	Slocum, West - 8374	200
121007	I H YAKY D	23	Slocum, West - 8374	201
130311	I H YAKY D	42	Slocum, West - 8374	202
232392	YAKY	1	Slocum, West - 8374	203
190574	BRUSHY BAYOU SWD	2	Stacy - 8670	204
232564	STEW B RA SUB;BRUSHY BAYOU	001-ALT	Stacy - 8670	205
235406	BRUSHY BAYOU	3	Stacy - 8671	206
223569	BRUSHY BAYOU	3	Stacy - 8671	207
74309	TL SU22;WALTERS-ROUTON	1	Tew Lake - 8896	208
77351	TL SU15;WALTERS	3	Tew Lake - 8896	209
78522	PURVIS SWD	2	Tew Lake - 8896	210
89539	TL SU26;BURLEY-ROUTON U	1	Tew Lake - 8896	211
91702	TL SU25;BURLEY-STATE ET AL	1	Tew Lake - 8896	212
95891	WALTERS STATE ET AL SWD	1	Tew Lake - 8896	213
96081	CRUSE-STATE ET AL SWD	1	Tew Lake - 8896	214
83473	NOLAN SWD	2	Wallace Lake - 9255	215
89503	VUA;M T WHITE ET AL	1	Wallace Lake - 9255	216

Well Serial No.	Well Name	Well No.	Field Name - ID	Count
182974	TL SUP;SIKES ET AL	1	Wallace Lake - 9255	217
229541	WHITE	2	Wallace Lake - 9255	218
238287	ARNOLD	1	Wallace Lake - 9255	219





RLI Surety  
A division of RLI Insurance Company

RLB0011032

## POWER OF ATTORNEY

RLI Insurance Company

### ***Know All Men by These Presents:***

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: ROY C. DIE in the City of HOUSTON, State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

**\$250,000.00**

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers-of-Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:

Jean M. Stephenson  
CORPORATE SECRETARY

State of Illinois )  
County of Peoria ) SS



RLI INSURANCE COMPANY

Michael J. Stone  
PRESIDENT

On this 15 day of Sept. 2008 before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery  
Notary Public



RIDER NO. 7

Attaching to and forming part of Performance Bond No. RLB0011032, executed December 5, 2007, on behalf of Axis Onshore, LP as Principal, in favor of the Louisiana Office of Conservation, State of Louisiana as Obligee, in the amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00).

It is understood and agreed that effective July 10, 2008, Exhibit A is amended as attached.

All other conditions and terms to remain as originally written or previously amended by rider.

Signed, sealed and dated this 10<sup>th</sup> day of July, 2008.

Axis Onshore, LP  
Principal

By: \_\_\_\_\_

RLI Insurance Company  
8 Greenway Plaza, Suite 400  
Houston, TX 77046  
Surety

By: Paul M. O'Sullivan  
Paul M. O'Sullivan, Attorney-in-Fact

## Exhibit "A"

## Wells Covered by Security

Revised as of July 10, 2008

Operator: Axis Onshore, LP  
 Surety: RLI Insurance Company  
 Bond No.: RLB0011032

A202

Well Serial No.	Well Name	Well No.	Field Name - ID	Count
110508	I H YAKEY D	12	Bayou Cocodrie - 0602	1
111042	I H YAKEY D SWD	21	Bayou Cocodrie, West - 0628	2
210250	YAKEY FD	1	Bayou Cocodrie, West - 0628	3
218864	YAKEY FD	5	Bayou Cocodrie, West - 0628	4
160432	PEABODY SWD	1	Black Hawk - 1640	5
161165	PEABODY ET AL	2	Black Hawk - 1640	6
163817	PEABODY ET AL	3	Black Hawk - 1640	7
165250	PEABODY ET AL	6	Black Hawk - 1640	8
165251	PEABODY ET AL	7	Black Hawk - 1640	9
173550	PEABODY ET AL	9	Black Hawk - 1640	10
175773	I H YAKEY ET AL NB	1	Brabston, North - 1841	11
180869	I H YAKEY ET AL NB	4	Brabston, North - 1841	12
193698	I H YAKEY ET AL NB A	5	Brabston, North - 1841	13
971349	I H YAKEY ET AL NB SWD	002-A	Brabston, North - 1841	14
115310	WX B RF SUB;SL 1462	1	Catahoula Lake - 2384	15
127992	WX C RC SU65;SL 1461	45	Catahoula Lake - 2384	16
163489	WX C RF SUO;SL 1462 CA	2	Catahoula Lake - 2384	17
180719	WX A RB SUU;SL 3691	E-B1	Catahoula Lake - 2384	18
214354	CL A1 RA SU;SL 1461	A-8	Catahoula Lake - 2384	19
215459	WX B RB SUDD;SL 13461	A-1	Catahoula Lake - 2384	20
216691	WX C RB SUEE;SL 14617	1	Catahoula Lake - 2384	21
970226	LA DELTA SWD	1	Catahoula Lake - 2384	22
223620	WX A RA SU56; RAY 2-6	1	Catahoula Lake, West - 2400	23
62121	BREWTON SWD	1	Catahoula Lake, West - 2400	24
208762	WX A RA SU39;JACK ALLEN	002-ALT	Catahoula Lake, West - 2400	25
236681	JACK ALLEN	3	Catahoula Lake, West - 2400	26
237298	JACK ALLEN	4	Catahoula Lake, West - 2400	27
237409	JACK ALLEN	5	Catahoula Lake, West - 2400	28
237410	JACK ALLEN	6	Catahoula Lake, West - 2400	29
237645	CROOKS	1	Catahoula Lake, West - 2400	30
237745	CROOKS	2	Catahoula Lake, West - 2400	31
206872	MOBIL FEE LB	2	Coochie - 2876	32
207424	MOBIL FEE LB	3	Coochie - 2876	33
208529	MOBIL FEE LB	4	Coochie - 2876	34
210666	MOBIL FEE LB A	5	Coochie - 2876	35
212116	MOBIL FEE LB A	7	Coochie - 2876	36
972633	MOBIL FEE SWD	1	Coochie - 2876	37
165625	ELLIS B SWD	1	Dobbs Bay - 3361	38
171232	ELLIS B	3	Dobbs Bay - 3361	39
177918	ELLIS B	6	Dobbs Bay - 3361	40
146312	CKF 1 RA SUG;W L STOKES	1	Eola - 3648	41
156295	HAAS INV CO SWD	1	Eola - 3648	42
117100	BLANCHE B SAUCIER	2	Five Mile Bayou - 3863	43
117956	WALKER SUL;BLANCHE B SAUCIER	1	Five Mile Bayou - 3863	44
121916	WALKER SUI;SL 4879	1	Five Mile Bayou - 3863	45
128774	SAUCIER STATE SWD	B-2	Five Mile Bayou - 3863	46
209975	VUA;DUPUY LAND CO ET AL	3	Five Mile Bayou - 3863	47
228622	ROY O MARTIN 30-2	1	Five Mile Bayou - 3863	48
229710	R O MARTIN 30-2	2	Five Mile Bayou - 3863	49
973337	W E GROVES SWD	1	Five Mile Bayou - 3863	50
207184	BRUSHY BAYOU	2	Float Bayou, North - 3880	51
208013	BRUSHY BAYOU	3	Float Bayou, North - 3880	52
208613	BRUSHY BAYOU SWD	1	Float Bayou, North - 3880	53
223569	BRUSHY BAYOU	4	Float Bayou, North - 3880	54
972253	J DALE SWD	23	Float Bayou, North - 3880	55
165066	MISSIANA DC	1	Foster Ridge - 3932	56
172793	MISSIANA DC SWD	5	Foster Ridge - 3932	57
135413	LEARNED-PEABODY	1	Giles Bend - 4046	58
137412	ARMSTRONG SUG;SL 5544	2	Giles Bend - 4046	59
146914	LEARNED-PEABODY	3	Giles Bend - 4046	60
146916	PARKER B RA SUC;SL 5544	5	Giles Bend - 4046	61
146917	ARMSTRONG SUG;LEARNED-PEABODY	2	Giles Bend - 4046	62
171478	PARKER B RA SUB;LEARNED PEABODY	7	Giles Bend - 4046	63
970227	GILES BEND SWD	3	Giles Bend - 4046	64
972265	GILES BEND SWD	4	Giles Bend - 4046	65

Well Serial No.	Well Name	Well No.	Field Name - ID	Count
161469	VUA;WHITE	1	Glade - 4058	66
234139	H B WHITE	1	Glade - 4058	67
236047	H B WHITE	2	Glade - 4058	68
236048	H B WHITE	3	Glade - 4058	69
970180	H B WHITE SWD	3	Glade - 4058	70
94728	BUSWELL HEIRS SWD	1	Harrisonburg - 4427	71
101634	ST B RB SUG;C L BARRON	2	Harrisonburg - 4427	72
108937	LAMBERT-BARRON A SWD	1	Harrisonburg - 4427	73
187334	ST A RB SUG;BARRON	A-2	Harrisonburg - 4427	74
235974	BARRON	1	Harrisonburg - 4427	75
237012	BARRON	1	Harrisonburg - 4427	76
187680	MISSIANA 18-11	1	Honey Brake Lake - 4601	77
99558	ELDER REALTY CO SWD	6	Lake Ophelia - 5486	78
171543	ELDER REALTY CO	16	Lake Ophelia - 5486	79
188543	SPARTA SUA;ELDER REALTY CO	17	Lake Ophelia - 5486	80
116279	TESTA SUG;J TESTA	1	Lake St. John - 5655	81
117133	LK ST JOHN SWD	2	Lake St. John - 5655	82
119940	G M RHODES B	1	Lake St. John - 5655	83
119941	3750 SUA;FRANK TESTA	2	Lake St. John - 5655	84
121879	G M RHODES C	1	Lake St. John - 5655	85
124220	G M RHODES B	6	Lake St. John - 5655	86
124906	3500 STRAY RA SUA;G M RHODES C	004-D	Lake St. John - 5655	87
125925	G M RHODES C	4	Lake St. John - 5655	88
127547	JOSEPH TESTA	002-D	Lake St. John - 5655	89
150580	G M RHODES B	9	Lake St. John - 5655	90
158070	G M RHODES D	1	Lake St. John - 5655	91
208902	VUB;FRANK TESTA	3	Lake St. John - 5655	92
215858	G M RHODES C	8	Lake St. John - 5655	93
216931	FRANK TESTA	4	Lake St. John - 5655	94
231220	G M RHODES B	13	Lake St. John - 5655	95
232372	JOSEPH TESTA	9	Lake St. John - 5655	96
232373	G M RHODES B	14	Lake St. John - 5655	97
232374	G M RHODES B	15	Lake St. John - 5655	98
238943	G M RHODES D	2	Lake St. John - 5655	99
237411	G M RHODES B	16	Lake St. John - 5655	100
237514	G M RHODES B	17	Lake St. John - 5655	101
146635	MISSIANA LAND & TIMBER SWD	1	Larto Lake - 5812	102
170953	MISSIANA SWD	1	Larto Lake - 5812	103
171659	MISSIANA SWD	2	Larto Lake - 5812	104
199533	MISSIANA FRNE SWD	5	Larto Lake - 5812	105
204705	5200 RA SUI;MISSIANA HB	9	Larto Lake - 5812	106
205475	MISSIANA	4	Larto Lake - 5812	107
206167	5200 RA SUC;MISSIANA FRNE	15	Larto Lake - 5812	108
206244	5200 RA SUH;MISSIANA HB	11	Larto Lake - 5812	109
206265	5200 RA SUD;MISSIANA HB	13	Larto Lake - 5812	110
206727	MISSIANA	1	Larto Lake - 5812	111
206757	5200 RA SUG;MISSIANA FRNE	016-ALT	Larto Lake - 5812	112
215187	WX G RA SU103;MISSIANA	8	Larto Lake - 5812	113
222133	MISSIANA B	1	Larto Lake - 5812	114
229444	MISSIANA	2	Larto Lake - 5812	115
229938	WX G RA SU57;MISSIANA	10	Larto Lake - 5812	116
232546	WEYERHAEUSER KC	1	Little Creek-6076	117
237668	WEYERHAEUSER KC 34-15	1	Little Creek-6076	118
237779	WEYERHAEUSER 26-15	1	Little Creek-6076	119
237806	WEYERHAEUSER 10-8	1	Olla - 7130	120
237807	WEYERHAEUSER 14-1	1	Olla - 7130	121
972598	CAVENHAM SWD	1	Little Creek-6076	122
104245	BELTZHOVER	1	Long Branch - 6172	123
221981	BELTZHOVER SWD	2	Long Branch - 6172	124
222525	BELTZHOVER	4	Long Branch - 6172	125
225840	TENSAS DELTA	1	Long Branch - 6172	126
234086	BELTZHOVER	5	Long Branch - 6172	127
234087	BELTZHOVER	6	Long Branch - 6172	128
194417	BELTZHOVER (Note: also, "Pilot")	1	Long Branch, North - 6173	129
195426	BELTZHOVER SWD	1	Long Branch, North - 6173	130
211026	C7 RA SUD;PLACID OIL CO FEE	2	Long Branch, North - 6173	131
211663	C7 RA SUC;PLACID OIL CO FEE	3	Long Branch, North - 6173	132
211997	C7 RA SUA;PLACID OIL CO FEE	4	Long Branch, North - 6173	133
212315	PLACID OIL CO FEE SWD	5	Long Branch, North - 6173	134
212666	C7 RA SUE;PLACID OIL CO FEE	6	Long Branch, North - 6173	135
212940	E-2 RA SUA;PLACID OIL CO FEE	7	Long Branch, North - 6173	136
213080	C7 RA SUG;PLACID OIL CO FEE	8	Long Branch, North - 6173	137
214968	PLACID OIL CO FEE	10	Long Branch, North - 6173	138
80392	CONCORDIA PARRISH SCHOOL BOARD	1	Lower Sunk Lake - 6260	139
87229	CONCORDIA PH SCH BD SWD	3	Lower Sunk Lake - 6260	140
137673	SWX SUD;K G LEE	1	Lower Sunk Lake - 6260	141

Well Serial No.	Well Name	Well No.	Field Name - ID	Count
138334	K G LEE SWD	3	Lower Sunk Lake - 6260	142
141121	SWX SUC;K G LEE	2	Lower Sunk Lake - 6260	143
141204	SWX SUB;CONCORDIA PARRISH SCHOOL BOARD	4	Lower Sunk Lake - 6260	144
147116	SWX SUC;K G LEE	5	Lower Sunk Lake - 6260	145
157272	CONCORDIA PARRISH SCHOOL BOARD	5	Lower Sunk Lake - 6260	146
223705	CONCORDIA PARRISH SCHOOL BOARD	6	Lower Sunk Lake - 6260	147
225089	CONCORDIA PARRISH SCHOOL BOARD	9	Lower Sunk Lake - 6260	148
230159	CONCORDIA PARRISH SCHOOL BOARD	8	Lower Sunk Lake - 6260	149
233986	CONCORDIA PARRISH SCHOOL BOARD	10	Lower Sunk Lake - 6260	150
234066	CONCORDIA PARRISH SCHOOL BOARD	11	Lower Sunk Lake - 6260	151
214608	SANTA FE FEE I	3	Milligan Bayou - 6784	152
210874	WALKER RA SUA;ELLIS EST 6	1	Milligan Bayou, NE - 6778	153
212110	ART RA SUA;SL 12894	5	Milligan Bayou, NE - 6778	154
972396	RICHARD PETERS SWD	1	Milligan Bayou, NE - 6778	155
206948	PETERS 87 SWD	2	Milligan Bayou, North - 6785	156
207411	HEL RA SUC;PETERS	1	Milligan Bayou, North - 6785	157
210093	R O MARTIN GL	3	Milligan Bayou, North - 6785	158
210805	NORTH MILLIGAN BAYOU SWD	1	Milligan Bayou, North - 6785	159
212253	R O MARTIN GL	4	Milligan Bayou, North - 6785	160
165591	NS 5500 RA SU;LABORDE	2	Nesser - 7045	161
189576	DALTON LABORDE SWD	4	Nesser - 7045	162
221967	NS 5500 RA SU;JASON MCCANN EA	1	Nesser - 7045	163
236322	JASON MCCANN	2	Nesser - 7045	164
237516	WILDS SP	1	Omega - 7135	165
64815	CATAHOULA BANK	3	Patton Church - 7261	166
202550	CATAHOULA BANK & TRUST CO	1	Patton Church - 7261	167
206883	CATAHOULA BANK SWD	7	Patton Church - 7261	168
234443	CATAHOULA BANK	8	Patton Church - 7261	169
235532	CATAHOULA BANK	9	Patton Church - 7261	170
235533	CATAHOULA BANK	10	Patton Church - 7261	171
235534	HARDIE	1	Patton Church - 7261	172
235599	CATAHOULA BANK	11	Patton Church - 7261	173
235894	CATAHOULA BANK	12	Patton Church - 7261	174
235973	CATAHOULA BANK	13	Patton Church - 7261	175
214080	3200 FRIO RA SUA;HODGES C	3	Point Breeze - 7444	176
214961	3200 FRIO RA SUC;HODGES C	4	Point Breeze - 7444	177
215801	W H HODGES & CO C SWD	5	Point Breeze - 7444	178
217129	3200 FRIO RA SUB;HODGES C	6	Point Breeze - 7444	179
219645	W H HODGES & CO C	8	Point Breeze - 7444	180
119649	K G LEE ETAL SWD #C	4	Red River Bay - 7646	181
162083	KG LEE	3	Red River Bay - 7646	182
208954	KG LEE	1	Red River Bay - 7646	183
217044	R O MARTIN RRB	1	Red River Bay - 7646	184
169718	LEARNED-PEABODY RP	4	Rifle Point, South - 7721	185
171417	LEARNED-PEABODY SWD	5	Rifle Point, South - 7721	186
176624	PEABODY RF	2	Rifle Point, South - 7721	187
187628	PEABODY RF	4	Rifle Point, South - 7721	188
204544	LEARNED-PEABODY RP	7	Rifle Point, South - 7721	189
231683	HARPER	Z001	Rodney Island - 7751	190
110398	IDA H YAKY ET AL D SWD	7	Slocum, West - 8374	191
121007	I H YAKY D	23	Slocum, West - 8374	192
130311	I H YAKY D	42	Slocum, West - 8374	193
232392	YAKY	1	Slocum, West - 8374	194
190574	BRUSHY BAYOU SWD	2	Stacy - 8670	195
232564	STEW B RA SUB;BRUSHY BAYOU	001-ALT	Stacy - 8670	196
235406	BRUSHY BAYOU	3	Stacy - 8671	197
74309	TL SU22;WALTERS-ROUTON	1	Tew Lake - 8896	198
77351	TL SU15;WALTERS	3	Tew Lake - 8896	199
78522	PURVIS SWD	2	Tew Lake - 8896	200
89539	TL SU26;BURLEY-ROUTON U	1	Tew Lake - 8896	201
91702	TL SU25;BURLEY-STATE ET AL	1	Tew Lake - 8896	202
95891	WALTERS STATE ET AL SWD	1	Tew Lake - 8896	203
96081	CRUSE-STATE ET AL SWD	1	Tew Lake - 8896	204



RLI Surety  
A division of RLI Insurance Company

RLB0011032

## POWER OF ATTORNEY

RLI Insurance Company

### Know All Men by These Presents:

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: PAUL M. O'SULLIVAN in the City of HOUSTON State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

\$250,000.00

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings. Powers-of-Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:

Jean M. Stephenson  
CORPORATE SECRETARY

State of Illinois )  
County of Peoria ) SS



RLI INSURANCE COMPANY

Michael J. Stone  
PRESIDENT

On this 10 day of July, 2008 before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery  
Notary Public



RIDER NO. 6

Attaching to and forming part of Performance Bond No. RLB0011032, executed December 5, 2007, on behalf of Axis Onshore, LP as Principal, in favor of the Louisiana Office of Conservation, State of Louisiana as Obligee, in the amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00).

It is understood and agreed that effective June 25, 2008, Exhibit A is amended as attached.

All other conditions and terms to remain as originally written or previously amended by rider.

Signed, sealed and dated this 25<sup>th</sup> day of June, 2008.

Axis Onshore, LP

Principal

By: \_\_\_\_\_

RLI Insurance Company  
8 Greenway Plaza, Suite 400  
Houston, TX 77046

Surety

By: Greg E. Chilson

Greg E. Chilson, Attorney-in-Fact

## Exhibit "A"

Wells Covered by Security

Revised as of June 25, 2008

Operator: Axis Onshore, LP  
 Surety: RLI Insurance Company  
 Bond No.: RLB0011032

A202

Well Serial No.	Well Name	Well No.	Field Name - ID	Count
110508	I H YAKEY D	12	Bayou Cocodrie - 0602	1
111042	I H YAKEY D SWD	21	Bayou Cocodrie, West - 0628	2
210250	YAKEY FD	1	Bayou Cocodrie, West - 0628	3
218864	YAKEY FD	5	Bayou Cocodrie, West - 0628	4
160432	PEABODY SWD	1	Black Hawk - 1640	5
161165	PEABODY ET AL	2	Black Hawk - 1640	6
163817	PEABODY ET AL	3	Black Hawk - 1640	7
165250	PEABODY ET AL	6	Black Hawk - 1640	8
165251	PEABODY ET AL	7	Black Hawk - 1640	9
173550	PEABODY ET AL	9	Black Hawk - 1640	10
175773	I H YAKEY ET AL NB	1	Brabston, North - 1841	11
180869	I H YAKEY ET AL NB	4	Brabston, North - 1841	12
193698	I H YAKEY ET AL NB A	5	Brabston, North - 1841	13
971349	I H YAKEY ET AL NB SWD	002-A	Brabston, North - 1841	14
115310	WX B RF SUB;SL 1462	1	Catahoula Lake - 2384	15
127992	WX C RC SU65;SL 1461	45	Catahoula Lake - 2384	16
163489	WX C RF SUO;SL 1462 CA	2	Catahoula Lake - 2384	17
180719	WX A RB SUJ;SL 3691	E-B1	Catahoula Lake - 2384	18
214354	CL A1 RA SU;SL 1461	A-8	Catahoula Lake - 2384	19
215459	WX B RB SUDD;SL 13461	A-1	Catahoula Lake - 2384	20
216691	WX C RB SUEE;SL 14617	1	Catahoula Lake - 2384	21
970226	LA DELTA SWD	1	Catahoula Lake - 2384	22
208762	WX A RA SU39;JACK ALLEN	002-ALT	Catahoula Lake, West - 2400	23
236681	JACK ALLEN	3	Catahoula Lake, West - 2400	24
237298	JACK ALLEN	4	Catahoula Lake, West - 2400	25
237409	JACK ALLEN	5	Catahoula Lake, West - 2400	26
237410	JACK ALLEN	6	Catahoula Lake, West - 2400	27
237645	CROOKS	1	Catahoula Lake, West - 2400	28
237745	CROOKS	2	Catahoula Lake, West - 2400	29
206872	MOBIL FEE LB	2	Coochie - 2876	30
207424	MOBIL FEE LB	3	Coochie - 2876	31
208529	MOBIL FEE LB	4	Coochie - 2876	32
210666	MOBIL FEE LB A	5	Coochie - 2876	33
212116	MOBIL FEE LB A	7	Coochie - 2876	34
972633	MOBIL FEE SWD	1	Coochie - 2876	35
165625	ELLIS B SWD	1	Dobbs Bay - 3361	36
171232	ELLIS B	3	Dobbs Bay - 3361	37
177918	ELLIS B	6	Dobbs Bay - 3361	38
146312	CKF 1 RA SUG;W L STOKES	1	Eola - 3648	39
156295	HAAS INV CO SWD	1	Eola - 3648	40
117100	BLANCHE B SAUCIER	2	Five Mile Bayou - 3863	41
117956	WALKER SUL;BLANCHE B SAUCIER	1	Five Mile Bayou - 3863	42
121916	WALKER SUL;SL 4879	1	Five Mile Bayou - 3863	43
128774	SAUCIER STATE SWD	B-2	Five Mile Bayou - 3863	44
209975	VUA;DUPUY LAND CO ET AL	3	Five Mile Bayou - 3863	45
228622	ROY O MARTIN 30-2	1	Five Mile Bayou - 3863	46
229710	R O MARTIN 30-2	2	Five Mile Bayou - 3863	47
973337	W E GROVES SWD	1	Five Mile Bayou - 3863	48
207184	BRUSHY BAYOU	2	Float Bayou, North - 3880	49
208013	BRUSHY BAYOU	3	Float Bayou, North - 3880	50
208613	BRUSHY BAYOU SWD	1	Float Bayou, North - 3880	51
223569	BRUSHY BAYOU	4	Float Bayou, North - 3880	52
972253	J DALE SWD	23	Float Bayou, North - 3880	53
165066	MISSIANA DC	1	Foster Ridge - 3932	54
172793	MISSIANA DC SWD	5	Foster Ridge - 3932	55
135413	LEARNED-PEABODY	1	Giles Bend - 4046	56
137412	ARMSTRONG SUF;SL 5544	2	Giles Bend - 4046	57
146914	LEARNED-PEABODY	3	Giles Bend - 4046	58
146916	PARKER B RA SUC;SL 5544	5	Giles Bend - 4046	59
146917	ARMSTRONG SUG;LEARNED-PEABODY	2	Giles Bend - 4046	60
171478	PARKER B RA SUB;LEARNED PEABODY	7	Giles Bend - 4046	61
970227	GILES BEND SWD	3	Giles Bend - 4046	62
972265	GILES BEND SWD	4	Giles Bend - 4046	63
161469	VUA;WHITE	1	Glade - 4058	64
234139	H B WHITE	1	Glade - 4058	65



Well Serial No.	Well Name	Well No.	Field Name - ID	Count
236047	H B WHITE	2	Glade - 4058	66
236048	H B WHITE	3	Glade - 4058	67
970180	H B WHITE SWD	3	Glade - 4058	68
94728	BUSWELL HEIRS SWD	1	Harrisonburg - 4427	69
101634	ST B RB SUG;C L BARRON	2	Harrisonburg - 4427	70
108937	LAMBERT-BARRON A SWD	1	Harrisonburg - 4427	71
187334	ST A RB SUC;BARRON	A-2	Harrisonburg - 4427	72
235974	BARRON	1	Harrisonburg - 4427	73
237012	BARRON	1	Harrisonburg - 4427	74
187680	MISSIANA 18-11	1	Honey Brake Lake - 4601	75
99558	ELDER REALTY CO SWD	6	Lake Ophelia - 5486	76
171543	ELDER REALTY CO	16	Lake Ophelia - 5486	77
188543	SPARTA SUA;ELDER REALTY CO	17	Lake Ophelia - 5486	78
116279	TESTA SUF;J TESTA	1	Lake St. John - 5655	79
117133	LK ST JOHN SWD	2	Lake St. John - 5655	80
119940	G M RHODES B	1	Lake St. John - 5655	81
119941	3750 SUA;FRANK TESTA	2	Lake St. John - 5655	82
121879	G M RHODES C	1	Lake St. John - 5655	83
124220	G M RHODES B	6	Lake St. John - 5655	84
124906	3500 STRAY RA SUA;G M RHODES C	004-D	Lake St. John - 5655	85
125925	G M RHODES C	4	Lake St. John - 5655	86
127547	JOSEPH TESTA	002-D	Lake St. John - 5655	87
150580	G M RHODES B	9	Lake St. John - 5655	88
158070	G M RHODES D	1	Lake St. John - 5655	89
208902	VUB;FRANK TESTA	3	Lake St. John - 5655	90
215858	G M RHODES C	8	Lake St. John - 5655	91
216931	FRANK TESTA	4	Lake St. John - 5655	92
231220	G M RHODES B	13	Lake St. John - 5655	93
232372	JOSEPH TESTA	9	Lake St. John - 5655	94
232373	G M RHODES B	14	Lake St. John - 5655	95
232374	G M RHODES B	15	Lake St. John - 5655	96
236943	G M RHODES D	2	Lake St. John - 5655	97
237411	G M RHODES B	16	Lake St. John - 5655	98
237514	G M RHODES B	17	Lake St. John - 5655	99
146635	MISSIANA LAND & TIMBER SWD	1	Larto Lake - 5812	100
170953	MISSIANA SWD	1	Larto Lake - 5812	101
171659	MISSIANA SWD	2	Larto Lake - 5812	102
199533	MISSIANA FRNE SWD	5	Larto Lake - 5812	103
204705	5200 RA SUH;MISSIANA HB	9	Larto Lake - 5812	104
205475	MISSIANA	4	Larto Lake - 5812	105
206167	5200 RA SUC;MISSIANA FRNE	15	Larto Lake - 5812	106
206244	5200 RA SUH;MISSIANA HB	11	Larto Lake - 5812	107
206265	5200 RA SUD;MISSIANA HB	13	Larto Lake - 5812	108
206727	MISSIANA	1	Larto Lake - 5812	109
206757	5200 RA SUF;MISSIANA FRNE	016-ALT	Larto Lake - 5812	110
215187	WX G RA SU103;MISSIANA	8	Larto Lake - 5812	111
222133	MISSIANA B	1	Larto Lake - 5812	112
229444	MISSIANA	2	Larto Lake - 5812	113
229938	WX G RA SU57;MISSIANA	10	Larto Lake - 5812	114
232546	WEYERHAEUSER KC	1	Little Creek-6076	115
237668	WEYERHAEUSER KC 34-15	1	Little Creek-6076	116
237779	WEYERHAEUSER 26-15	1	Little Creek-6076	117
237806	WEYERHAEUSER 10-8	1	Olla - 7130	118
237807	WEYERHAEUSER 14-1	1	Olla - 7130	119
972598	CAVENHAM SWD	1	Little Creek-6076	120
104245	BELTZHOVER	1	Long Branch - 6172	121
221981	BELTZHOVER SWD	2	Long Branch - 6172	122
222525	BELTZHOVER	4	Long Branch - 6172	123
225840	TENSAS DELTA	1	Long Branch - 6172	124
234086	BELTZHOVER	5	Long Branch - 6172	125
234087	BELTZHOVER	6	Long Branch - 6172	126
194417	BELTZHOVER (Note: also, "Pilot")	1	Long Branch, North - 6173	127
195426	BELTZHOVER SWD	1	Long Branch, North - 6173	128
211026	C7 RA SUD;PLACID OIL CO FEE	2	Long Branch, North - 6173	129
211663	C7 RA SUC;PLACID OIL CO FEE	3	Long Branch, North - 6173	130
211997	C7 RA SUA;PLACID OIL CO FEE	4	Long Branch, North - 6173	131
212315	PLACID OIL CO FEE SWD	5	Long Branch, North - 6173	132
212666	C7 RA SUE;PLACID OIL CO FEE	6	Long Branch, North - 6173	133
212940	E-2 RA SUA;PLACID OIL CO FEE	7	Long Branch, North - 6173	134
213080	C7 RA SUF;PLACID OIL CO FEE	8	Long Branch, North - 6173	135
214968	PLACID OIL CO FEE	10	Long Branch, North - 6173	136
80392	CONCORDIA PARRISH SCHOOL BOARD	1	Lower Sunk Lake - 6260	137
87229	CONCORDIA PH SCH BD SWD	3	Lower Sunk Lake - 6260	138
137673	SWX SUD;K G LEE	1	Lower Sunk Lake - 6260	139
138334	K G LEE SWD	3	Lower Sunk Lake - 6260	140
141121	SWX SUC;K G LEE	2	Lower Sunk Lake - 6260	141

Well Serial No.	Well Name	Well No.	Field Name - ID	Count
141204	SWX SUB;CONCORDIA PARRISH SCHOOL BOARD	4	Lower Sunk Lake - 6260	142
147116	SWX SUB;K G LEE	5	Lower Sunk Lake - 6260	143
157272	CONCORDIA PARRISH SCHOOL BOARD	5	Lower Sunk Lake - 6260	144
223705	CONCORDIA PARRISH SCHOOL BOARD	6	Lower Sunk Lake - 6260	145
225089	CONCORDIA PARRISH SCHOOL BOARD	9	Lower Sunk Lake - 6260	146
230159	CONCORDIA PARRISH SCHOOL BOARD	8	Lower Sunk Lake - 6260	147
233986	CONCORDIA PARRISH SCHOOL BOARD	10	Lower Sunk Lake - 6260	148
234066	CONCORDIA PARRISH SCHOOL BOARD	11	Lower Sunk Lake - 6260	149
214608	SANTA FE FEE I	3	Milligan Bayou - 6784	150
210874	WALKER RA SUA;ELLIS EST 6	1	Milligan Bayou, NE - 6778	151
212110	ART RA SUA;SL 12894	5	Milligan Bayou, NE - 6778	152
972396	RICHARD PETERS SWD	1	Milligan Bayou, NE - 6778	153
206948	PETERS 87 SWD	2	Milligan Bayou, North - 6785	154
207411	HEL RA SUB;PETERS	1	Milligan Bayou, North - 6785	155
210093	R O MARTIN GL	3	Milligan Bayou, North - 6785	156
210805	NORTH MILLIGAN BAYOU SWD	1	Milligan Bayou, North - 6785	157
212253	R O MARTIN GL	4	Milligan Bayou, North - 6785	158
165591	NS 5500 RA SU;LABORDE	2	Nesser - 7045	159
189576	DALTON LABORDE SWD	4	Nesser - 7045	160
221967	NS 5500 RA SU;JASON MCCANN EA	1	Nesser - 7045	161
236322	JASON MCCANN	2	Nesser - 7045	162
237516	WILDS SP	1	Omega - 7135	163
64815	CATAHOULA BANK	3	Patton Church - 7261	164
202550	CATAHOULA BANK & TRUST CO	1	Patton Church - 7261	165
206883	CATAHOULA BANK SWD	7	Patton Church - 7261	166
234443	CATAHOULA BANK	8	Patton Church - 7261	167
235532	CATAHOULA BANK	9	Patton Church - 7261	168
235533	CATAHOULA BANK	10	Patton Church - 7261	169
235534	HARDIE	1	Patton Church - 7261	170
235599	CATAHOULA BANK	11	Patton Church - 7261	171
235894	CATAHOULA BANK	12	Patton Church - 7261	172
235973	CATAHOULA BANK	13	Patton Church - 7261	173
214080	3200 FRIO RA SUA;HODGES C	3	Point Breeze - 7444	174
214961	3200 FRIO RA SUC;HODGES C	4	Point Breeze - 7444	175
215801	W H HODGES & CO C SWD	5	Point Breeze - 7444	176
217129	3200 FRIO RA SUB;HODGES C	6	Point Breeze - 7444	177
219645	W H HODGES & CO C	8	Point Breeze - 7444	178
119649	K G LEE ETAL SWD #C	4	Red River Bay - 7646	179
162083	KG LEE	3	Red River Bay - 7646	180
208954	KG LEE	1	Red River Bay - 7646	181
217044	R O MARTIN RRB	1	Red River Bay - 7646	182
169718	LEARNED-PEABODY RP	4	Rifle Point, South - 7721	183
171417	LEARNED-PEABODY SWD	5	Rifle Point, South - 7721	184
176624	PEABODY RF	2	Rifle Point, South - 7721	185
187628	PEABODY RF	4	Rifle Point, South - 7721	186
204544	LEARNED-PEABODY RP	7	Rifle Point, South - 7721	187
231683	HARPER	Z001	Rodney Island - 7751	188
110398	IDA H YAKEY ET AL D SWD	7	Stocum, West - 8374	189
121007	I H YAKEY D	23	Stocum, West - 8374	190
130311	I H YAKEY D	42	Stocum, West - 8374	191
232392	YAKEY	1	Stocum, West - 8374	192
190574	BRUSHY BAYOU SWD	2	Stacy - 8670	193
232564	STEW B RA SUB;BRUSHY BAYOU	001-ALT	Stacy - 8670	194
235406	BRUSHY BAYOU	3	Stacy - 8671	195
74309	TL SU22;WALTERS-ROUTON	1	Tew Lake - 8896	196
77351	TL SU15;WALTERS	3	Tew Lake - 8896	197
78522	PURVIS SWD	2	Tew Lake - 8896	198
89539	TL SU26;BURLEY-ROUTON U	1	Tew Lake - 8896	199
91702	TL SU25;BURLEY-STATE ET AL	1	Tew Lake - 8896	200
95891	WALTERS STATE ET AL SWD	1	Tew Lake - 8896	201
95081	CRUSE-STATE ET AL SWD	1	Tew Lake - 8896	202
83473	NOLAN SWD	2	Wallace Lake - 9255	203
89503	VUA;M T WHITE ET AL	1	Wallace Lake - 9255	204
182974	TL SUP;SIKES ET AL	1	Wallace Lake - 9255	205
229541	WHITE	2	Wallace Lake - 9255	206



RLB0011032

RLI Surety  
A division of RLI Insurance Company

POWER OF ATTORNEY  
RLI Insurance Company

**Know All Men by These Presents:**

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: GREG E. CHILSON in the City of HOUSTON, State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

\$250,000.00

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers-of-Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:

Jean M. Stephenson  
CORPORATE SECRETARY

State of Illinois )  
County of Peoria ) SS



RLI INSURANCE COMPANY

Michael J. Stone  
PRESIDENT

On this 25 day of June 2008 before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery  
Notary Public



**EXHIBIT B** part 2

**TriDimension Energy, L.P. Et Al**

**Case No. 10-33565-SGJ**

RIDER NO. 5

Attaching to and forming part of Performance Bond No. RLB0011032, executed December 5, 2007, on behalf of Axis Onshore, LP as Principal, in favor of the Louisiana Office of Conservation, State of Louisiana as Obligee, in the amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00).

It is understood and agreed that effective June 13, 2008, Exhibit A is amended as attached.

All other conditions and terms to remain as originally written or previously amended by rider.

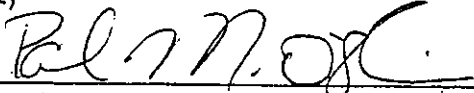
Signed, sealed and dated this 13<sup>th</sup> day of June, 2008.

Axis Onshore, LP  
Principal

By: \_\_\_\_\_

RLI Insurance Company  
8 Greenway Plaza, Suite 400  
Houston, TX 77046

Surety

By:   
Paul M. O'Sullivan, Attorney-in-Fact

## Exhibit "A"

## Wells Covered by Security

Revised as of June 13, 2008

Operator: Axis Onshore, LP A202  
 Surety: RLI Insurance Company  
 LOC/CB/Bond No.: RLB0011032

Well Serial No.	Well Name	Well No.	Field Name - ID	Count
110508	I H YAKEY D	12	Bayou Cocodrie - 0602	1
111042	I H YAKEY D SWD	21	Bayou Cocodrie, West - 0626	2
210250	YAKEY FD	1	Bayou Cocodrie, West - 0628	3
218864	YAKEY FD	5	Bayou Cocodrie, West - 0628	4
161165	PEABODY ET AL	2	Black Hawk - 1640	5
163817	PEABODY ET AL	3	Black Hawk - 1640	6
165250	PEABODY ET AL	6	Black Hawk - 1640	7
165251	PEABODY ET AL	7	Black Hawk - 1640	8
173550	PEABODY ET AL	9	Black Hawk - 1640	9
160432	PEABODY SWD	1	Black Hawk - 1640	10
175773	I H YAKEY ET AL NB	1	Brabston, North - 1841	11
180869	I H YAKEY ET AL NB	4	Brabston, North - 1841	12
193698	I H YAKEY ET AL NB A	5	Brabston, North - 1841	13
971349	I H YAKEY ET AL NB SWD	002-A	Brabston, North - 1841	14
214354	CL A1 RA SU;SL 1461	A-8	Catahoula Lake - 2384	15
970226	LA DELTA SWD	1	Catahoula Lake - 2384	16
180719	WX A RB SU;SL 3691	E-B1	Catahoula Lake - 2384	17
215459	WX B RB SUDD;SL 13461	A-1	Catahoula Lake - 2384	18
115310	WX B RF SUB;SL 1462	1	Catahoula Lake - 2384	19
216691	WX C RB SUEE;SL 14617	1	Catahoula Lake - 2384	20
127992	WX C RC SU65;SL 1461	45	Catahoula Lake - 2384	21
163489	WX C RF SUO;SL 1462 CA	2	Catahoula Lake - 2384	22
208762	WX A RA SU39;JACK ALLEN	002-ALT	Catahoula Lake, West - 2400	23
236681	JACK ALLEN	3	Catahoula Lake, West - 2400	24
237298	JACK ALLEN	4	Catahoula Lake, West - 2400	25
237410	JACK ALLEN	6	Catahoula Lake, West - 2400	26
237645	CROOKS	1	Catahoula Lake, West - 2400	27
237745	CROOKS	2	Catahoula Lake, West - 2400	28
206872	MOBIL FEE LB	2	Coochie - 2876	29
207424	MOBIL FEE LB	3	Coochie - 2876	30
208529	MOBIL FEE LB	4	Coochie - 2876	31
210666	MOBIL FEE LB A	5	Coochie - 2876	32
212116	MOBIL FEE LB A	7	Coochie - 2876	33
972633	MOBIL FEE SWD	1	Coochie - 2876	34
171232	ELLIS B	3	Dobbs Bay - 3361	35
177918	ELLIS B	6	Dobbs Bay - 3361	36
165625	ELLIS B SWD	1	Dobbs Bay - 3361	37
146312	CKF 1 RA SUG;W L STOKES	1	Eola - 3648	38
156295	HAAS INV CO SWD	1	Eola - 3648	39
117100	BLANCHE B SAUCIER	2	Five Mile Bayou - 3863	40
229710	R O MARTIN 30-2	2	Five Mile Bayou - 3863	41
228622	ROY O MARTIN 30-2	1	Five Mile Bayou - 3863	42
128774	SAUCIER STATE SWD	B-2	Five Mile Bayou - 3863	43
209975	VUA;DUPUY LAND CO ET AL	3	Five Mile Bayou - 3863	44
973337	W E GROVES SWD	1	Five Mile Bayou - 3863	45
121916	WALKER SU;SL 4879	1	Five Mile Bayou - 3863	46
117956	WALKER SU;BLANCHE B SAUCIER	1	Five Mile Bayou - 3863	47
207184	BRUSHY BAYOU	2	Float Bayou, North - 3880	48
208013	BRUSHY BAYOU	3	Float Bayou, North - 3880	49
223569	BRUSHY BAYOU	4	Float Bayou, North - 3880	50
208613	BRUSHY BAYOU SWD	1	Float Bayou, North - 3880	51
972253	J DALE SWD	23	Float Bayou, North - 3880	52
165066	MISSIONA DC	1	Foster Ridge - 3932	53
172793	MISSIONA DC SWD	5	Foster Ridge - 3932	54
137412	ARMSTRONG SUF;SL 5544	2	Giles Bend - 4046	55
146917	ARMSTRONG SUG;LEARNED-PEABODY	2	Giles Bend - 4046	56
970227	GILES BEND SWD	3	Giles Bend - 4046	57
972265	GILES BEND SWD	4	Giles Bend - 4046	58
135413	LEARNED-PEABODY	1	Giles Bend - 4046	59
146914	LEARNED-PEABODY	3	Giles Bend - 4046	60
171478	PARKER B RA SUB;LEARNED PEABODY	7	Giles Bend - 4046	61
146916	PARKER B RA SUC;SL 5544	5	Giles Bend - 4046	62
234139	H B WHITE	1	Glade - 4058	63
236047	H B WHITE	2	Glade - 4058	64
236048	H B WHITE	3	Glade - 4058	65

Well Serial No.	Well Name	Well No.	Field Name - ID	Count
<u>970180</u>	H B WHITE SWD	3	Glade - 4058	66
<u>161469</u>	VUA:WHITE	1	Glade - 4058	67
<u>235974</u>	BARRON	1	Harrisonburg - 4427	68
<u>94728</u>	BUSWELL HEIRS SWD	1	Harrisonburg - 4427	69
<u>108937</u>	LAMBERT-BARRON A SWD	1	Harrisonburg - 4427	70
<u>187334</u>	ST A RB SUC:BARRON	A-2	Harrisonburg - 4427	71
<u>101634</u>	ST B RB SUG:C L BARRON	2	Harrisonburg - 4427	72
<u>187680</u>	MISSIANA 18-11	1	Honey Brake Lake - 4601	73
<u>171543</u>	ELDER REALTY CO	16	Lake Ophelia - 5486	74
<u>99558</u>	ELDER REALTY CO SWD	6	Lake Ophelia - 5486	75
<u>188543</u>	SPARTA SUA;ELDER REALTY CO	17	Lake Ophelia - 5486	76
<u>116279</u>	TESTA SUF;J TESTA	1	Lake St. John - 5655	77
<u>117133</u>	LK ST JOHN SWD	2	Lake St. John - 5655	78
<u>119940</u>	G M RHODES B	1	Lake St. John - 5655	79
<u>119941</u>	3750 SUA;FRANK TESTA	2	Lake St. John - 5655	80
<u>121879</u>	G M RHODES C	1	Lake St. John - 5655	81
<u>124220</u>	G M RHODES B	6	Lake St. John - 5655	82
<u>124906</u>	3500 STRAY RA SUA;G M RHODES C	004-D	Lake St. John - 5655	83
<u>125925</u>	G M RHODES C	4	Lake St. John - 5655	84
<u>127547</u>	JOSEPH TESTA	002-D	Lake St. John - 5655	85
<u>150580</u>	G M RHODES B	9	Lake St. John - 5655	86
<u>158070</u>	G M RHODES D	1	Lake St. John - 5655	87
<u>208902</u>	VUB;FRANK TESTA	3	Lake St. John - 5655	88
<u>215858</u>	G M RHODES C	8	Lake St. John - 5655	89
<u>216931</u>	FRANK TESTA	4	Lake St. John - 5655	90
<u>231220</u>	G M RHODES B	13	Lake St. John - 5655	91
<u>232372</u>	JOSEPH TESTA	9	Lake St. John - 5655	92
<u>232373</u>	G M RHODES B	14	Lake St. John - 5655	93
<u>232374</u>	G M RHODES B	15	Lake St. John - 5655	94
<u>236943</u>	G M RHODES D	2	Lake St. John - 5655	95
<u>237514</u>	G M RHODES B	17	Lake St. John - 5655	96
<u>206167</u>	5200 RA SUC;MISSIANA FRNE	15	Larto Lake - 5812	97
<u>206265</u>	5200 RA SUD;MISSIANA HB	13	Larto Lake - 5812	98
<u>206757</u>	5200 RA SUF;MISSIANA FRNE	016-ALT	Larto Lake - 5812	99
<u>206244</u>	5200 RA SUH;MISSIANA HB	11	Larto Lake - 5812	100
<u>204705</u>	5200 RA SUI;MISSIANA HB	9	Larto Lake - 5812	101
<u>206727</u>	MISSIANA	1	Larto Lake - 5812	102
<u>229444</u>	MISSIANA	2	Larto Lake - 5812	103
<u>205475</u>	MISSIANA	4	Larto Lake - 5812	104
<u>222133</u>	MISSIANA B	1	Larto Lake - 5812	105
<u>199533</u>	MISSIANA FRNE SWD	5	Larto Lake - 5812	106
<u>146635</u>	MISSIANA LAND & TIMBER SWD	1	Larto Lake - 5812	107
<u>170953</u>	MISSIANA SWD	1	Larto Lake - 5812	108
<u>171659</u>	MISSIANA SWD	2	Larto Lake - 5812	109
<u>215187</u>	WX G RA SU103;MISSIANA	8	Larto Lake - 5812	110
<u>229938</u>	WX G RA SU57;MISSIANA	10	Larto Lake - 5812	111
<u>232546</u>	WEYERHAEUSER KC	1	Little Creek-6076	112
<u>972596</u>	CAVENHAM SWD	1	Little Creek-6076	113
<u>237668</u>	WEYERHAEUSER KC 34-15	1	Little Creek-6076	114
<u>237779</u>	WEYERHAEUSER 26-15	1	Little Creek-6076	115
<u>237806</u>	WEYERHAEUSER 10-8	1	Little Creek-6076	116
<u>237807</u>	WEYERHAEUSER 14-1	1	Little Creek-6076	117
<u>104245</u>	BELTZHOVER	1	Long Branch - 6172	118
<u>222525</u>	BELTZHOVER	4	Long Branch - 6172	119
<u>234066</u>	BELTZHOVER	5	Long Branch - 6172	120
<u>234087</u>	BELTZHOVER	6	Long Branch - 6172	121
<u>221981</u>	BELTZHOVER SWD	2	Long Branch - 6172	122
<u>225840</u>	TENSAS DELTA	1	Long Branch - 6172	123
<u>194417</u>	BELTZHOVER (Note: also, "Pilot")	1	Long Branch, North - 6173	124
<u>195426</u>	BELTZHOVER SWD	1	Long Branch, North - 6173	125
<u>211997</u>	C7 RA SUA;PLACID OIL CO FEE	4	Long Branch, North - 6173	126
<u>211683</u>	C7 RA SUC;PLACID OIL CO FEE	3	Long Branch, North - 6173	127
<u>211026</u>	C7 RA SUD;PLACID OIL CO FEE	2	Long Branch, North - 6173	128
<u>212666</u>	C7 RA SUE;PLACID OIL CO FEE	6	Long Branch, North - 6173	129
<u>213080</u>	C7 RA SUF;PLACID OIL CO FEE	8	Long Branch, North - 6173	130
<u>212940</u>	E-2 RA SUA;PLACID OIL CO FEE	7	Long Branch, North - 6173	131
<u>214958</u>	PLACID OIL CO FEE	10	Long Branch, North - 6173	132
<u>212315</u>	PLACID OIL CO FEE SWD	5	Long Branch, North - 6173	133
<u>80392</u>	CONCORDIA PARRISH SCHOOL BOARD	1	Lower Sunk Lake - 6260	134
<u>157272</u>	CONCORDIA PARRISH SCHOOL BOARD	5	Lower Sunk Lake - 6260	135
<u>223705</u>	CONCORDIA PARRISH SCHOOL BOARD	6	Lower Sunk Lake - 6260	136
<u>230159</u>	CONCORDIA PARRISH SCHOOL BOARD	8	Lower Sunk Lake - 6260	137
<u>225089</u>	CONCORDIA PARRISH SCHOOL BOARD	9	Lower Sunk Lake - 6260	138
<u>233986</u>	CONCORDIA PARRISH SCHOOL BOARD	10	Lower Sunk Lake - 6260	139
<u>234066</u>	CONCORDIA PARRISH SCHOOL BOARD	11	Lower Sunk Lake - 6260	140
<u>87229</u>	CONCORDIA PH SCH BD SWD	3	Lower Sunk Lake - 6260	141

Well Serial No.	Well Name	Well No.	Field Name - ID	Count
<u>138334</u>	K G LEE SWD	3	Lower Sunk Lake - 6260	142
<u>141204</u>	SWX SUB;CONCORDIA PARRISH SCHOOL BOARD	4	Lower Sunk Lake - 6260	143
<u>141121</u>	SWX SUC;K G LEE	2	Lower Sunk Lake - 6260	144
<u>137673</u>	SWX SUD;K G LEE	1	Lower Sunk Lake - 6260	145
<u>147116</u>	SWX SUF;K G LEE	5	Lower Sunk Lake - 6260	146
<u>214608</u>	SANTA FE FEE I	3	Milligan Bayou - 6784	147
<u>212110</u>	ART RA SUA;SL 12894	5	Milligan Bayou, NE - 6778	148
<u>972396</u>	RICHARD PETERS SWD	1	Milligan Bayou, NE - 6778	149
<u>210874</u>	WALKER RA SUA;ELLIS EST 6	1	Milligan Bayou, NE - 6778	150
<u>207411</u>	HEL RA SUF;PETERS	1	Milligan Bayou, North - 6785	151
<u>210805</u>	NORTH MILLIGAN BAYOU SWD	1	Milligan Bayou, North - 6785	152
<u>206948</u>	PETERS 87 SWD	2	Milligan Bayou, North - 6785	153
<u>210093</u>	R O MARTIN GL	3	Milligan Bayou, North - 6785	154
<u>212253</u>	R O MARTIN GL	4	Milligan Bayou, North - 6785	155
<u>189576</u>	DALTON LABORDE SWD	4	Nesser - 7045	156
<u>221967</u>	NS 5500 RA SU;JASON MCCANN EA	1	Nesser - 7045	157
<u>165591</u>	NS 5500 RA SU;LABORDE	2	Nesser - 7045	158
<u>237516</u>	WILDS SP	1	Omega - 7135	159
<u>64815</u>	CATAHOULA BANK	3	Patton Church - 7261	160
<u>234443</u>	CATAHOULA BANK	8	Patton Church - 7261	161
<u>235532</u>	CATAHOULA BANK	9	Patton Church - 7261	162
<u>235533</u>	CATAHOULA BANK	10	Patton Church - 7261	163
<u>235589</u>	CATAHOULA BANK	11	Patton Church - 7261	164
<u>235894</u>	CATAHOULA BANK	12	Patton Church - 7261	165
<u>235973</u>	CATAHOULA BANK	13	Patton Church - 7261	166
<u>202550</u>	CATAHOULA BANK & TRUST CO	1	Patton Church - 7261	167
<u>206883</u>	CATAHOULA BANK SWD	7	Patton Church - 7261	168
<u>235534</u>	HARDIE	1	Patton Church - 7261	169
<u>214080</u>	3200 FRIO RA SUA;HODGES C	3	Point Breeze - 7444	170
<u>217129</u>	3200 FRIO RA SUB;HODGES C	6	Point Breeze - 7444	171
<u>214961</u>	3200 FRIO RA SUC;HODGES C	4	Point Breeze - 7444	172
<u>219645</u>	W H HODGES & CO C	8	Point Breeze - 7444	173
<u>215801</u>	W H HODGES & CO C SWD	5	Point Breeze - 7444	174
<u>119649</u>	K G LEE ETAL SWD #C	4	Red River Bay - 7646	175
<u>162083</u>	KG LEE	3	Red River Bay - 7646	176
<u>208954</u>	KG LEE	1	Red River Bay - 7646	177
<u>217044</u>	R O MARTIN RRB	1	Red River Bay - 7646	178
<u>169718</u>	LEARNED-PEABODY RP	4	Rifle Point, South - 7721	179
<u>204544</u>	LEARNED-PEABODY RP	7	Rifle Point, South - 7721	180
<u>171417</u>	LEARNED-PEABODY SWD	5	Rifle Point, South - 7721	181
<u>176624</u>	PEABODY RF	2	Rifle Point, South - 7721	182
<u>187626</u>	PEABODY RF	4	Rifle Point, South - 7721	183
<u>231683</u>	HARPER	2001	Rodney Island - 7751	184
<u>121007</u>	I H YAKEY D	23	Slocum, West - 8374	185
<u>130311</u>	I H YAKEY D	42	Slocum, West - 8374	186
<u>110398</u>	IDA H YAKEY ET AL D SWD	7	Slocum, West - 8374	187
<u>232392</u>	YAKEY	1	Slocum, West - 8374	188
<u>190574</u>	BRUSHY BAYOU SWD	2	Stacy - 8670	189
<u>232564</u>	STEW B RA SUB;BRUSHY BAYOU	001-ALT	Stacy - 8670	190
<u>208013</u>	BRUSHY BAYOU	3	Stacy - 8671	191
<u>96081</u>	CRUSE-STATE ET AL SWD	1	Taw Lake - 8896	192
<u>78522</u>	PURVIS SWD	2	Taw Lake - 8896	193
<u>77351</u>	TL SU15;WALTERS	3	Taw Lake - 8896	194
<u>74309</u>	TL SU22;WALTERS-ROUTON	1	Taw Lake - 8896	195
<u>91702</u>	TL SU25;BURLEY-STATE ET AL	1	Taw Lake - 8896	196
<u>89539</u>	TL SU26;BURLEY-ROUTON U	1	Taw Lake - 8896	197
<u>95891</u>	WALTERS STATE ET AL SWD	1	Taw Lake - 8896	198
<u>83473</u>	NOLAN SWD	2	Wallace Lake - 9255	199
<u>182974</u>	TL SUP;SIKES ET AL	1	Wallace Lake - 9255	200
<u>89503</u>	VUA;M T WHITE ET AL	1	Wallace Lake - 9255	201
<u>229541</u>	WHITE	2	Wallace Lake - 9255	202





RLB0011032

RLI Surety  
A division of RLI Insurance Company

## POWER OF ATTORNEY

RLI Insurance Company

### ***Know All Men by These Presents:***

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: PAUL M. O'SULLIVAN in the City of HOUSTON State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

\$250,000.00

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds, indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers-of-Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:

Jean M. Stephenson  
CORPORATE SECRETARY

State of Illinois )  
County of Peoria ) SS



RLI INSURANCE COMPANY

Michael J. Stone  
PRESIDENT

On this 13 day of June 2008 before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery  
Notary Public



RIDER NO. 4

Attaching to and forming part of Performance Bond No. RLB0011032, executed December 5, 2007, on behalf of Axis Onshore, LP as Principal, in favor of the Louisiana Office of Conservation, State of Louisiana as Obligee, in the amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00).

It is understood and agreed that effective June 3, 2008, Exhibit A is amended as attached.

All other conditions and terms to remain as originally written or previously amended by rider.

Signed, sealed and dated this 3<sup>rd</sup> day of June, 2008.

Axis Onshore, LP  
Principal

By: \_\_\_\_\_

RLI Insurance Company  
8 Greenway Plaza, Suite 400  
Houston, TX 77046

Surety

By: Paul M. O'Sullivan  
Paul M. O'Sullivan, Attorney-in-Fact

Revised Exhibit "A"  
Wells Covered by Security  
Revised as of June 3, 2008

Operator: Axis Onshore, LP  
Surety: RLI Insurance Company  
LOC/CD/Bond No.: RLB0011032

A202

Well Serial No.	Well Name	Well No.	Field Name - ID	Count
<u>110508</u>	I H YAKEY D	12	Bayou Cocodrie - 0602	1
<u>111042</u>	I H YAKEY D SWD	21	Bayou Cocodrie, West - 0628	2
<u>210250</u>	YAKEY FD	1	Bayou Cocodrie, West - 0628	3
<u>218864</u>	YAKEY FD	5	Bayou Cocodrie, West - 0628	4
<u>161165</u>	PEABODY ET AL	2	Black Hawk - 1640	5
<u>163817</u>	PEABODY ET AL	3	Black Hawk - 1640	6
<u>165250</u>	PEABODY ET AL	6	Black Hawk - 1640	7
<u>165251</u>	PEABODY ET AL	7	Black Hawk - 1640	8
<u>173550</u>	PEABODY ET AL	9	Black Hawk - 1640	9
<u>160432</u>	PEABODY SWD	1	Black Hawk - 1640	10
<u>175773</u>	I H YAKEY ET AL NB	1	Brabston, North - 1841	11
<u>180869</u>	I H YAKEY ET AL NB	4	Brabston, North - 1841	12
<u>193698</u>	I H YAKEY ET AL NB A	5	Brabston, North - 1841	13
<u>971349</u>	I H YAKEY ET AL NB SWD	002-A	Brabston, North - 1841	14
<u>214354</u>	CL A1 RA SU;SL 1461	A-8	Catahoula Lake - 2384	15
<u>970226</u>	LA DELTA SWD	1	Catahoula Lake - 2384	16
<u>180719</u>	WX A RB SUU;SL 3691	E-B1	Catahoula Lake - 2384	17
<u>215459</u>	WX B RB SUDD;SL 13461	A-1	Catahoula Lake - 2384	18
<u>115310</u>	WX B RF SUB;SL 1462	1	Catahoula Lake - 2384	19
<u>216691</u>	WX C RB SUEE;SL 14617	1	Catahoula Lake - 2384	20
<u>127992</u>	WX C RC SU65;SL 1461	45	Catahoula Lake - 2384	21
<u>163489</u>	WX C RF SUQ;SL 1462 CA	2	Catahoula Lake - 2384	22
<u>208762</u>	WX A RA SU39;JACK ALLEN	002-ALT	Catahoula Lake, West - 2400	23
<u>236681</u>	JACK ALLEN	3	Catahoula Lake, West - 2400	24
<u>237298</u>	JACK ALLEN	4	Catahoula Lake, West - 2400	25
<u>237410</u>	JACK ALLEN	6	Catahoula Lake, West - 2400	26
<u>237645</u>	CROOKS	1	Catahoula Lake, West - 2400	27
<u>Pending</u>	CROOKS	2	Catahoula Lake, West - 2400	28
<u>206872</u>	MOBIL FEE LB	2	Coochie - 2876	29
<u>207424</u>	MOBIL FEE LB	3	Coochie - 2876	30
<u>208529</u>	MOBIL FEE LB	4	Coochie - 2876	31
<u>210666</u>	MOBIL FEE LB A	5	Coochie - 2876	32
<u>212116</u>	MOBIL FEE LB A	7	Coochie - 2876	33
<u>972633</u>	MOBIL FEE SWD	1	Coochie - 2876	34
<u>171232</u>	ELLIS B	3	Dobbs Bay - 3361	35
<u>177918</u>	ELLIS B	6	Dobbs Bay - 3361	36
<u>165625</u>	ELLIS B SWD	1	Dobbs Bay - 3361	37
<u>146312</u>	CKF 1 RA SUG;W L STOKES	1	Eola - 3648	38
<u>156295</u>	HAAS INV CO SWD	1	Eola - 3648	39
<u>117100</u>	BLANCHE B SAUCIER	2	Five Mile Bayou - 3863	40
<u>229710</u>	R O MARTIN 30-2	2	Five Mile Bayou - 3863	41
<u>228622</u>	ROY O MARTIN 30-2	1	Five Mile Bayou - 3863	42
<u>128774</u>	SAUCIER STATE SWD	B-2	Five Mile Bayou - 3863	43
<u>209975</u>	VUA;DUPUY LAND CO ET AL	3	Five Mile Bayou - 3863	44
<u>973337</u>	W E GROVES SWD	1	Five Mile Bayou - 3863	45
<u>121916</u>	WALKER SUI;SL 4879	1	Five Mile Bayou - 3863	46
<u>117956</u>	WALKER SUI;BLANCHE B SAUCIER	1	Five Mile Bayou - 3863	47
<u>207184</u>	BRUSHY BAYOU	2	Float Bayou, North - 3880	48
<u>208013</u>	BRUSHY BAYOU	3	Float Bayou, North - 3880	49
<u>223569</u>	BRUSHY BAYOU	4	Float Bayou, North - 3880	50
<u>208613</u>	BRUSHY BAYOU SWD	1	Float Bayou, North - 3880	51
<u>972253</u>	J DALE SWD	23	Float Bayou, North - 3880	52
<u>165066</u>	MISSIANA DC	1	Foster Ridge - 3932	53
<u>172793</u>	MISSIANA DC SWD	5	Foster Ridge - 3932	54
<u>137412</u>	ARMSTRONG SUI;SL 5544	2	Giles Bend - 4046	55
<u>146917</u>	ARMSTRONG SUG;LEARNED-PEABODY	2	Giles Bend - 4046	56
<u>970227</u>	GILES BEND SWD	3	Giles Bend - 4046	57
<u>972265</u>	GILES BEND SWD	4	Giles Bend - 4046	58
<u>135413</u>	LEARNED-PEABODY	1	Giles Bend - 4046	59
<u>146914</u>	LEARNED-PEABODY	3	Giles Bend - 4046	60

Well Serial No.	Well Name	Well No.	Field Name - ID	Count
<u>230159</u>	CONCORDIA PARRISH SCHOOL BOARD	8	Lower Sunk Lake - 6260	132
<u>225089</u>	CONCORDIA PARRISH SCHOOL BOARD	9	Lower Sunk Lake - 6260	133
<u>233986</u>	CONCORDIA PARRISH SCHOOL BOARD	10	Lower Sunk Lake - 6260	134
<u>234066</u>	CONCORDIA PARRISH SCHOOL BOARD	11	Lower Sunk Lake - 6260	135
<u>87229</u>	CONCORDIA PH SCH BD SWD	3	Lower Sunk Lake - 6260	136
<u>138334</u>	K G LEE SWD	3	Lower Sunk Lake - 6260	137
<u>141204</u>	SWX SUB;CONCORDIA PARRISH SCHOOL BOARD	4	Lower Sunk Lake - 6260	138
<u>141121</u>	SWX SUC;K G LEE	2	Lower Sunk Lake - 6260	139
<u>137673</u>	SWX SUD;K G LEE	1	Lower Sunk Lake - 6260	140
<u>147116</u>	SWX SUF;K G LEE	5	Lower Sunk Lake - 6260	141
<u>214608</u>	SANTA FE FEE I	3	Milligan Bayou - 6784	142
<u>212110</u>	ART RA SUA;SL 12894	5	Milligan Bayou, NE - 6778	143
<u>972396</u>	RICHARD PETERS SWD	1	Milligan Bayou, NE - 6778	144
<u>210874</u>	WALKER RA SUA;ELLIS EST 6	1	Milligan Bayou, NE - 6778	145
<u>207411</u>	HEL RA SUF;PETERS	1	Milligan Bayou, North - 6785	146
<u>210805</u>	NORTH MILLIGAN BAYOU SWD	1	Milligan Bayou, North - 6785	147
<u>206948</u>	PETERS 87 SWD	2	Milligan Bayou, North - 6785	148
<u>210093</u>	R O MARTIN GL	3	Milligan Bayou, North - 6785	149
<u>212253</u>	R O MARTIN GL	4	Milligan Bayou, North - 6785	150
<u>189576</u>	DALTON LABORDE SWD	4	Nesser - 7045	151
<u>221967</u>	NS 5500 RA SU;JASON MCCANN EA	1	Nesser - 7045	152
<u>165591</u>	NS 5500 RA SU;LABORDE	2	Nesser - 7045	153
<u>64815</u>	CATAHOULA BANK	3	Patton Church - 7261	154
<u>234443</u>	CATAHOULA BANK	8	Patton Church - 7261	155
<u>235532</u>	CATAHOULA BANK	9	Patton Church - 7261	156
<u>235533</u>	CATAHOULA BANK	10	Patton Church - 7261	157
<u>235599</u>	CATAHOULA BANK	11	Patton Church - 7261	158
<u>235894</u>	CATAHOULA BANK	12	Patton Church - 7261	159
<u>235973</u>	CATAHOULA BANK	13	Patton Church - 7261	160
<u>202550</u>	CATAHOULA BANK & TRUST CO	1	Patton Church - 7261	161
<u>206883</u>	CATAHOULA BANK SWD	7	Patton Church - 7261	162
<u>235534</u>	HARDIE	1	Patton Church - 7261	163
<u>214080</u>	3200 FRIO RA SUA;HODGES C	3	Point Breeze - 7444	164
<u>217129</u>	3200 FRIO RA SUB;HODGES C	6	Point Breeze - 7444	165
<u>214961</u>	3200 FRIO RA SUC;HODGES C	4	Point Breeze - 7444	166
<u>219645</u>	W H HODGES & CO C	8	Point Breeze - 7444	167
<u>215801</u>	W H HODGES & CO C SWD	5	Point Breeze - 7444	168
<u>119649</u>	K G LEE ETAL SWD #C	4	Red River Bay - 7646	169
<u>162083</u>	KG LEE	3	Red River Bay - 7646	170
<u>208954</u>	KG LEE	1	Red River Bay - 7646	171
<u>217044</u>	R O MARTIN RRB	1	Red River Bay - 7646	172
<u>169716</u>	LEARNED-PEABODY RP	4	Rifle Point, South - 7721	173
<u>204544</u>	LEARNED-PEABODY RP	7	Rifle Point, South - 7721	174
<u>171417</u>	LEARNED-PEABODY SWD	5	Rifle Point, South - 7721	175
<u>176624</u>	PEABODY RF	2	Rifle Point, South - 7721	176
<u>187628</u>	PEABODY RF	4	Rifle Point, South - 7721	177
<u>231683</u>	HARPER	2001	Rodney Island - 7751	178
<u>121007</u>	I H YAKEY D	23	Slocum, West - 8374	179
<u>130311</u>	I H YAKEY D	42	Slocum, West - 8374	180
<u>110398</u>	IDA H YAKEY ET AL D SWD	7	Slocum, West - 8374	181
<u>232392</u>	YAKY	1	Slocum, West - 8374	182
<u>190574</u>	BRUSHY BAYOU SWD	2	Stacy - 8670	183
<u>232564</u>	STEW B RA SUB;BRUSHY BAYOU	001-ALT	Stacy - 8670	184
<u>208013</u>	BRUSHY BAYOU	3	Stacy - 8671	185
<u>96081</u>	CRUSE-STATE ET AL SWD	1	Tew Lake - 8896	186
<u>78522</u>	PURVIS SWD	2	Tew Lake - 8896	187
<u>77351</u>	TL SU15;WALTERS	3	Tew Lake - 8896	188
<u>74309</u>	TL SU22;WALTERS-ROUTON	1	Tew Lake - 8896	189
<u>91702</u>	TL SU25;BURLEY-STATE ET AL	1	Tew Lake - 8896	190
<u>89539</u>	TL SU26;BURLEY-ROUTON U	1	Tew Lake - 8896	191
<u>95891</u>	WALTERS STATE ET AL SWD	1	Tew Lake - 8896	192
<u>83473</u>	NOLAN SWD	2	Wallace Lake - 9255	193
<u>182974</u>	TL SUP;SIKES ET AL	1	Wallace Lake - 9255	194
<u>89503</u>	VUA;M T WHITE ET AL	1	Wallace Lake - 9255	195
<u>229541</u>	WHITE	2	Wallace Lake - 9255	196



RLI Surety  
A division of RLI Insurance Company

RLB0011032

## POWER OF ATTORNEY

RLI Insurance Company

### ***Know All Men by These Presents:***

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: PAUL M. O'SULLIVAN in the City of HOUSTON, State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

\$250,000.00

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers-of-Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:

Jean M. Stephenson  
CORPORATE SECRETARY

State of Illinois )  
County of Peoria ) SS



RLI INSURANCE COMPANY

Michael J. Stone  
PRESIDENT

On this 3 day of June 2008 before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery  
Notary Public



RIDER NO. 3

Attaching to and forming part of Performance Bond No. RLB0011032, executed December 5, 2007, on behalf of Axis Onshore, LP as Principal, in favor of the Louisiana Office of Conservation, State of Louisiana as Obligee, in the amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00).

It is understood and agreed that effective May 23, 2008, Exhibit A is amended as attached.

All other conditions and terms to remain as originally written or previously amended by rider.

Signed, sealed and dated this 23<sup>rd</sup> day of May, 2008.

Axis Onshore, LP

Principal

By: \_\_\_\_\_

RLI Insurance Company  
8 Greenway Plaza, Suite 400  
Houston, TX 77046

Surety

By: Paul M. O'Sullivan

Paul M. O'Sullivan, Attorney-in-Fact

Revised Exhibit "A"  
Wells Covered by Security  
Revised as of May 23, 2008

Operator: Axis Onshore, LP  
Surety: RLI Insurance Company  
LOC/CD/Bond No.: RLB0011032

A202

Well Serial No.	Well Name	Well No.	Field Name - ID	Count
<u>110508</u>	I H YAKEY D	12	Bayou Cocodrie - 0602	1
<u>111042</u>	I H YAKEY D SWD	21	Bayou Cocodrie, West - 0628	2
<u>210250</u>	YAKEY FD	1	Bayou Cocodrie, West - 0628	3
<u>218864</u>	YAKEY FD	5	Bayou Cocodrie, West - 0628	4
<u>161165</u>	PEABODY ET AL	2	Black Hawk - 1640	5
<u>163817</u>	PEABODY ET AL	3	Black Hawk - 1640	6
<u>165250</u>	PEABODY ET AL	6	Black Hawk - 1640	7
<u>165251</u>	PEABODY ET AL	7	Black Hawk - 1640	8
<u>173550</u>	PEABODY ET AL	9	Black Hawk - 1640	9
<u>160432</u>	PEABODY SWD	1	Black Hawk - 1640	10
<u>175773</u>	I H YAKEY ET AL NB	1	Brabston, North - 1841	11
<u>180869</u>	I H YAKEY ET AL NB	4	Brabston, North - 1841	12
<u>193698</u>	I H YAKEY ET AL NB A	5	Brabston, North - 1841	13
<u>971349</u>	I H YAKEY ET AL NB SWD	002-A	Brabston, North - 1841	14
<u>214354</u>	CL A1 RA SU;SL 1461	A-8	Catahoula Lake - 2384	15
<u>970226</u>	LA DELTA SWD	1	Catahoula Lake - 2384	16
<u>180719</u>	WX A RB SUU;SL 3691	E-B1	Catahoula Lake - 2384	17
<u>215459</u>	WX B RB SUDD;SL 13461	A-1	Catahoula Lake - 2384	18
<u>115310</u>	WX B RF SUB;SL 1462	1	Catahoula Lake - 2384	19
<u>216891</u>	WX C RB SUEE;SL 14617	1	Catahoula Lake - 2384	20
<u>127992</u>	WX C RC SU65;SL 1461	45	Catahoula Lake - 2384	21
<u>163489</u>	WX C RF SUO;SL 1462 CA	2	Catahoula Lake - 2384	22
<u>208762</u>	WX A RA SU39;JACK ALLEN	002-ALT	Catahoula Lake, West - 2400	23
<u>236581</u>	JACK ALLEN	3	Catahoula Lake, West - 2400	24
<u>237298</u>	JACK ALLEN	4	Catahoula Lake, West - 2400	25
<u>237410</u>	JACK ALLEN	6	Catahoula Lake, West - 2400	26
<u>237645</u>	CROOKS	1	Catahoula Lake, West - 2400	27
<u>Pending</u>	CROOKS	2	Catahoula Lake, West - 2400	28
<u>206872</u>	MOBIL FEE LB	2	Coochie - 2876	29
<u>207424</u>	MOBIL FEE LB	3	Coochie - 2876	30
<u>208529</u>	MOBIL FEE LB	4	Coochie - 2876	31
<u>210666</u>	MOBIL FEE LB A	5	Coochie - 2876	32
<u>212116</u>	MOBIL FEE LB A	7	Coochie - 2876	33
<u>972633</u>	MOBIL FEE SWD	1	Coochie - 2876	34
<u>171232</u>	ELLIS B	3	Dobbs Bay - 3361	35
<u>177918</u>	ELLIS B	6	Dobbs Bay - 3361	36
<u>165625</u>	ELLIS B SWD	1	Dobbs Bay - 3361	37
<u>146312</u>	CKF 1 RA SUG;W L STOKES	1	Eola - 3648	38
<u>156295</u>	HAAS INV CO SWD	1	Eola - 3648	39
<u>117100</u>	BLANCHE B SAUCIER	2	Five Mile Bayou - 3863	40
<u>229710</u>	R O MARTIN 30-2	2	Five Mile Bayou - 3863	41
<u>228622</u>	ROY O MARTIN 30-2	1	Five Mile Bayou - 3863	42
<u>128774</u>	SAUCIER STATE SWD	B-2	Five Mile Bayou - 3863	43
<u>209975</u>	VUA;DUPUY LAND CO ET AL	3	Five Mile Bayou - 3863	44
<u>973337</u>	W E GROVES SWD	1	Five Mile Bayou - 3863	45
<u>121916</u>	WALKER SUL;SL 4879	1	Five Mile Bayou - 3863	46
<u>117956</u>	WALKER SUL;BLANCHE B SAUCIER	1	Five Mile Bayou - 3863	47
<u>207184</u>	BRUSHY BAYOU	2	Float Bayou, North - 3880	48
<u>208013</u>	BRUSHY BAYOU	3	Float Bayou, North - 3880	49
<u>223569</u>	BRUSHY BAYOU	4	Float Bayou, North - 3880	50
<u>208613</u>	BRUSHY BAYOU SWD	1	Float Bayou, North - 3880	51
<u>972253</u>	J DALE SWD	23	Float Bayou, North - 3880	52
<u>165066</u>	MISSIANA DC	1	Foster Ridge - 3932	53
<u>172793</u>	MISSIANA DC SWD	5	Foster Ridge - 3932	54
<u>137412</u>	ARMSTRONG SUF;SL 5544	2	Giles Bend - 4046	55
<u>146917</u>	ARMSTRONG SUG;LEARNED-PEABODY	2	Giles Bend - 4046	56
<u>970227</u>	GILES BEND SWD	3	Giles Bend - 4046	57
<u>972265</u>	GILES BEND SWD	4	Giles Bend - 4046	58

Well Serial No.	Well Name	Well No.	Field Name - ID	Count
135413	LEARNED-PEABODY	1	Giles Bend - 4046	59
146914	LEARNED-PEABODY	3	Giles Bend - 4046	60
171478	PARKER B RA SUB;LEARNED PEABODY	7	Giles Bend - 4046	61
146916	PARKER B RA SUC;SL 5544	5	Giles Bend - 4046	62
234139	H B WHITE	1	Glade - 4058	63
236047	H B WHITE	2	Glade - 4058	64
236048	H B WHITE	3	Glade - 4058	65
970180	H B WHITE SWD	3	Glade - 4058	66
161469	VUA;WHITE	1	Glade - 4058	67
235974	BARRON	1	Harrisonburg - 4427	68
94728	BUSWELL HEIRS SWD	1	Harrisonburg - 4427	69
108937	LAMBERT-BARRON A SWD	1	Harrisonburg - 4427	70
187334	ST A RB SUC;BARRON	A-2	Harrisonburg - 4427	71
101634	ST B RB SUG;C L BARRON	2	Harrisonburg - 4427	72
187680	MISSIANA 18-11	1	Honey Brake Lake - 4601	73
171543	ELDER REALTY CO	16	Lake Ophelia - 5486	74
99558	ELDER REALTY CO SWD	6	Lake Ophelia - 5486	75
188543	SPARTA SUA;ELDER REALTY CO	17	Lake Ophelia - 5486	76
116279	TESTA SUF;J TESTA	1	Lake St. John - 5655	77
117133	LK ST JOHN SWD	2	Lake St. John - 5655	78
119940	G M RHODES B	1	Lake St. John - 5655	79
119941	3750 SUA;FRANK TESTA	2	Lake St. John - 5655	80
121879	G M RHODES C	1	Lake St. John - 5655	81
124220	G M RHODES B	6	Lake St. John - 5655	82
124906	3500 STRAY RA SUA;G M RHODES C	004-D	Lake St. John - 5655	83
125925	G M RHODES C	4	Lake St. John - 5655	84
127547	JOSEPH TESTA	002-D	Lake St. John - 5655	85
150580	G M RHODES B	9	Lake St. John - 5655	86
158070	G M RHODES D	1	Lake St. John - 5655	87
208902	VUB;FRANK TESTA	3	Lake St. John - 5655	88
215658	G M RHODES C	8	Lake St. John - 5655	89
216931	FRANK TESTA	4	Lake St. John - 5655	90
231220	G M RHODES B	13	Lake St. John - 5655	91
232372	JOSEPH TESTA	9	Lake St. John - 5655	92
232373	G M RHODES B	14	Lake St. John - 5655	93
232374	G M RHODES B	15	Lake St. John - 5655	94
237298	G M RHODES D	2	Lake St. John - 5655	95
206167	5200 RA SUC;MISSIANA FRNE	15	Larto Lake - 5812	96
206265	5200 RA SUD;MISSIANA HB	13	Larto Lake - 5812	97
206757	5200 RA SUF;MISSIANA FRNE	016-ALT	Larto Lake - 5812	98
206244	5200 RA SUH;MISSIANA HB	11	Larto Lake - 5812	99
204705	5200 RA SUI;MISSIANA HB	9	Larto Lake - 5812	100
206727	MISSIANA	1	Larto Lake - 5812	101
229444	MISSIANA	2	Larto Lake - 5812	102
205475	MISSIANA	4	Larto Lake - 5812	103
222133	MISSIANA B	1	Larto Lake - 5812	104
199533	MISSIANA FRNE SWD	5	Larto Lake - 5812	105
146635	MISSIANA LAND & TIMBER SWD	1	Larto Lake - 5812	106
170953	MISSIANA SWD	1	Larto Lake - 5812	107
171659	MISSIANA SWD	2	Larto Lake - 5812	108
215187	WX G RA SU103;MISSIANA	8	Larto Lake - 5812	109
229938	WX G RA SU57;MISSIANA	10	Larto Lake - 5812	110
232546	WEYERHAEUSER KC	1	Little Creek-6076	111
972598	CAVENHAM SWD	1	Little Creek-6076	112
104245	BELTZHOOVER	1	Long Branch - 6172	113
222525	BELTZHOOVER	4	Long Branch - 6172	114
234086	BELTZHOOVER	5	Long Branch - 6172	115
234087	BELTZHOOVER	6	Long Branch - 6172	116
221981	BELTZHOOVER SWD	2	Long Branch - 6172	117
225840	TENSAS DELTA	1	Long Branch - 6172	118
194417	BELTZHOOVER (Note: also, "Pilot")	1	Long Branch, North - 6173	119
195426	BELTZHOOVER SWD	1	Long Branch, North - 6173	120
211997	C7 RA SUA;PLACID OIL CO FEE	4	Long Branch, North - 6173	121
211663	C7 RA SUC;PLACID OIL CO FEE	3	Long Branch, North - 6173	122
211026	C7 RA SUD;PLACID OIL CO FEE	2	Long Branch, North - 6173	123
212666	C7 RA SUE;PLACID OIL CO FEE	6	Long Branch, North - 6173	124
213080	C7 RA SUF;PLACID OIL CO FEE	8	Long Branch, North - 6173	125
212940	E-2 RA SUA;PLACID OIL CO FEE	7	Long Branch, North - 6173	126
214968	PLACID OIL CO FEE	10	Long Branch, North - 6173	127
212315	PLACID OIL CO FEE SWD	5	Long Branch, North - 6173	128



Well Serial No.	Well Name	Well No.	Field Name - ID	Count
<u>80392</u>	CONCORDIA PARRISH SCHOOL BOARD	1	Lower Sunk Lake - 6260	129
<u>157272</u>	CONCORDIA PARRISH SCHOOL BOARD	5	Lower Sunk Lake - 6260	130
<u>223705</u>	CONCORDIA PARRISH SCHOOL BOARD	6	Lower Sunk Lake - 6260	131
<u>230159</u>	CONCORDIA PARRISH SCHOOL BOARD	8	Lower Sunk Lake - 6260	132
<u>225089</u>	CONCORDIA PARRISH SCHOOL BOARD	9	Lower Sunk Lake - 6260	133
<u>233986</u>	CONCORDIA PARRISH SCHOOL BOARD	10	Lower Sunk Lake - 6260	134
<u>234066</u>	CONCORDIA PARRISH SCHOOL BOARD	11	Lower Sunk Lake - 6260	135
<u>87229</u>	CONCORDIA PH SCH BD SWD	3	Lower Sunk Lake - 6260	136
<u>138334</u>	K G LEE SWD	3	Lower Sunk Lake - 6260	137
<u>141204</u>	SWX SUB;CONCORDIA PARRISH SCHOOL BOARD	4	Lower Sunk Lake - 6260	138
<u>141121</u>	SWX SUC;K G LEE	2	Lower Sunk Lake - 6260	139
<u>137673</u>	SWX SUD;K G LEE	1	Lower Sunk Lake - 6260	140
<u>147116</u>	SWX SUF;K G LEE	5	Lower Sunk Lake - 6260	141
<u>214608</u>	SANTA FE FEE I	3	Milligan Bayou - 6784	142
<u>212110</u>	ART RA SUA;SL 12894	5	Milligan Bayou, NE - 6778	143
<u>972396</u>	RICHARD PETERS SWD	1	Milligan Bayou, NE - 6778	144
<u>210874</u>	WALKER RA SUA;ELLIS EST 6	1	Milligan Bayou, NE - 6778	145
<u>207411</u>	HEL RA SUF;PETERS	1	Milligan Bayou, North - 6785	146
<u>210805</u>	NORTH MILLIGAN BAYOU SWD	1	Milligan Bayou, North - 6785	147
<u>206948</u>	PETERS 87 SWD	2	Milligan Bayou, North - 6785	148
<u>210093</u>	R O MARTIN GL	3	Milligan Bayou, North - 6785	149
<u>212253</u>	R O MARTIN GL	4	Milligan Bayou, North - 6785	150
<u>189576</u>	DALTON LABORDE SWD	4	Nesser - 7045	151
<u>221967</u>	NS 5500 RA SU;JASON MCCANN EA	1	Nesser - 7045	152
<u>165591</u>	NS 5500 RA SU;LABORDE	2	Nesser - 7045	153
<u>64815</u>	CATAHOULA BANK	3	Patton Church - 7261	154
<u>234443</u>	CATAHOULA BANK	8	Patton Church - 7261	155
<u>235532</u>	CATAHOULA BANK	9	Patton Church - 7261	156
<u>235533</u>	CATAHOULA BANK	10	Patton Church - 7261	157
<u>235599</u>	CATAHOULA BANK	11	Patton Church - 7261	158
<u>235894</u>	CATAHOULA BANK	12	Patton Church - 7261	159
<u>235973</u>	CATAHOULA BANK	13	Patton Church - 7261	160
<u>202550</u>	CATAHOULA BANK & TRUST CO	1	Patton Church - 7261	161
<u>206883</u>	CATAHOULA BANK SWD	7	Patton Church - 7261	162
<u>235534</u>	HARDIE	1	Patton Church - 7261	163
<u>214080</u>	3200 FRIO RA SUA;HODGES C	3	Point Breeze - 7444	164
<u>217129</u>	3200 FRIO RA SUB;HODGES C	6	Point Breeze - 7444	165
<u>214961</u>	3200 FRIO RA SUC;HODGES C	4	Point Breeze - 7444	166
<u>219645</u>	W H HODGES & CO C	8	Point Breeze - 7444	167
<u>215801</u>	W H HODGES & CO C SWD	5	Point Breeze - 7444	168
<u>119649</u>	K G LEE ETAL SWD #C	4	Red River Bay - 7646	169
<u>162083</u>	KG LEE	3	Red River Bay - 7646	170
<u>208954</u>	KG LEE	1	Red River Bay - 7646	171
<u>217044</u>	R O MARTIN RRB	1	Red River Bay - 7646	172
<u>169718</u>	LEARNED-PEABODY RP	4	Rifle Point, South - 7721	173
<u>204544</u>	LEARNED-PEABODY RP	7	Rifle Point, South - 7721	174
<u>171417</u>	LEARNED-PEABODY SWD	5	Rifle Point, South - 7721	175
<u>176624</u>	PEABODY RF	2	Rifle Point, South - 7721	176
<u>187628</u>	PEABODY RF	4	Rifle Point, South - 7721	177
<u>231683</u>	HARPER	Z001	Rodney Island - 7751	178
<u>121007</u>	I H YAKEY D	23	Slocum, West - 8374	179
<u>130311</u>	I H YAKEY D	42	Slocum, West - 8374	180
<u>110398</u>	IDA H YAKEY ET AL D SWD	7	Slocum, West - 8374	181
<u>232392</u>	YAKEY	1	Slocum, West - 8374	182
<u>190574</u>	BRUSHY BAYOU SWD	2	Stacy - 8670	183
<u>232564</u>	STEW B RA SUB;BRUSHY BAYOU	001-ALT	Stacy - 8670	184
<u>208013</u>	BRUSHY BAYOU	3	Stacy - 8671	185
<u>96081</u>	CRUSE-STATE ET AL SWD	1	Tew Lake - 8896	186
<u>78522</u>	PURVIS SWD	2	Tew Lake - 8896	187
<u>77351</u>	TL SU15;WALTERS	3	Tew Lake - 8896	188
<u>74309</u>	TL SU22;WALTERS-ROUTON	1	Tew Lake - 8896	189
<u>91702</u>	TL SU25;BURLEY-STATE ET AL	1	Tew Lake - 8896	190
<u>89539</u>	TL SU26;BURLEY-ROUTON U	1	Tew Lake - 8896	191
<u>95891</u>	WALTERS STATE ET AL SWD	1	Tew Lake - 8896	192
<u>83473</u>	NOLAN SWD	2	Wallace Lake - 9255	193
<u>182974</u>	TL SUP;SIKES ET AL	1	Wallace Lake - 9255	194
<u>89503</u>	VUA;M T WHITE ET AL	1	Wallace Lake - 9255	195
<u>229541</u>	WHITE	2	Wallace Lake - 9255	196



RLB0011032

RLI Surety  
A division of RLI Insurance Company

## POWER OF ATTORNEY

RLI Insurance Company

### Know All Men by These Presents:

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: PAUL M. O'SULLIVAN in the City of HOUSTON State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

\$250,000.00

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers-of-Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:

Jean M. Stephenson  
CORPORATE SECRETARY

State of Illinois )  
County of Peoria ) SS



RLI INSURANCE COMPANY

My Stone  
PRESIDENT

On this 23 day of May 2008 before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery  
Notary Public



RIDER NO. 2

Attaching to and forming part of Performance Bond, Bond No. RLB0011032 executed December 5, 2007 on behalf of Axis Onshore, LP as Principal, in favor of the Louisiana Office of Conservation, State of Louisiana as Obligee, in the amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00).

It is understood and agreed that effective May 20, 2008 the Exhibit A is amended as attached:

All other conditions and terms to remain as originally written.

Signed, sealed and dated this 20<sup>th</sup> day of May, 2008.

Axis Onshore, LP  
Principal

By: \_\_\_\_\_

RLI Insurance Company  
8 Greenway Plaza, Suite 400  
Houston, TX 77046  
Surety

By: Paul M. O'Sullivan  
Paul M. O'Sullivan, Attorney-in-Fact

Operator: Axis Onshore, LP  
Surety: RLI Insurance Company  
LOC/CD/Bond No. RLB0011032

A202

Well Serial No.	Well Name	Well No.	Field Name - ID	Count
<u>110508</u>	I H YAKEY D	12	Bayou Cocodrie - 0602	1
<u>111042</u>	I H YAKEY D SWD	21	Bayou Cocodrie, West - 0628	2
<u>210250</u>	YAKEY FD	1	Bayou Cocodrie, West - 0628	3
<u>218864</u>	YAKEY FD	5	Bayou Cocodrie, West - 0628	4
<u>161165</u>	PEABODY ET AL	2	Black Hawk - 1640	5
<u>163817</u>	PEABODY ET AL	3	Black Hawk - 1640	6
<u>165250</u>	PEABODY ET AL	6	Black Hawk - 1640	7
<u>165251</u>	PEABODY ET AL	7	Black Hawk - 1640	8
<u>173550</u>	PEABODY ET AL	9	Black Hawk - 1640	9
<u>160432</u>	PEABODY SWD	1	Black Hawk - 1640	10
<u>175773</u>	I H YAKEY ET AL NB	1	Brabston, North - 1841	11
<u>180869</u>	I H YAKEY ET AL NB	4	Brabston, North - 1841	12
<u>193698</u>	I H YAKEY ET AL NB A	5	Brabston, North - 1841	13
<u>971349</u>	I H YAKEY ET AL NB SWD	002-A	Brabston, North - 1841	14
<u>214354</u>	CL A1 RA SU;SL 1461	A-8	Catahoula Lake - 2384	15
<u>970726</u>	LA DELTA SWD	1	Catahoula Lake - 2384	16
<u>180719</u>	WX A RB SUU;SL 3691	E-B1	Catahoula Lake - 2384	17
<u>215458</u>	WX B RB SUDD;SL 13461	A-1	Catahoula Lake - 2384	18
<u>115310</u>	WX B RF SUB;SL 1462	1	Catahoula Lake - 2384	19
<u>216891</u>	WX C RB SUEE;SL 14617	1	Catahoula Lake - 2384	20
<u>127892</u>	WX C RC SU65;SL 1461	45	Catahoula Lake - 2384	21
<u>163469</u>	WX C RF SUO;SL 1462 CA	2	Catahoula Lake - 2384	22
<u>200762</u>	WX A RA SU39;JACK ALLEN	002-ALT	Catahoula Lake, West - 2400	23
<u>236681</u>	JACK ALLEN	3	Catahoula Lake, West - 2400	
<u>237298</u>	JACK ALLEN	4	Catahoula Lake, West - 2400	
<u>237410</u>	JACK ALLEN	6	Catahoula Lake, West - 2400	
<u>237645</u>	CROOKS	1	Catahoula Lake, West - 2400	
<u>Pending</u>	CROOKS	2	Catahoula Lake, West - 2400	
<u>206872</u>	MOBIL FEE LB	2	Coochie - 2876	24
<u>207424</u>	MOBIL FEE LB	3	Coochie - 2876	25
<u>208529</u>	MOBIL FEE LB	4	Coochie - 2876	26
<u>210666</u>	MOBIL FEE LB A	5	Coochie - 2876	27
<u>212116</u>	MOBIL FEE LB A	7	Coochie - 2876	28
<u>972633</u>	MOBIL FEE SWD	1	Coochie - 2876	29
<u>171232</u>	ELLIS B	3	Dobbs Bay - 3361	30
<u>177918</u>	ELLIS B	6	Dobbs Bay - 3361	31
<u>165625</u>	ELLIS B SWD	1	Dobbs Bay - 3361	32
<u>146312</u>	CKF 1 RA SUG;W L STOKES	1	Eola - 3648	33
<u>156295</u>	HAAS INV CO SWD	1	Eola - 3648	34
<u>117100</u>	BLANCHE B SAUCIER	2	Five Mile Bayou - 3863	35
<u>229710</u>	R O MARTIN 30-2	2	Five Mile Bayou - 3863	36
<u>228622</u>	ROY O MARTIN 30-2	1	Five Mile Bayou - 3863	37
<u>128774</u>	SAUCIER STATE SWD	B-2	Five Mile Bayou - 3863	38
<u>209975</u>	VUA;DUPUY LAND CO ET AL	3	Five Mile Bayou - 3863	39
<u>973337</u>	W E GROVES SWD	1	Five Mile Bayou - 3863	40
<u>121916</u>	WALKER SUI;SL 4879	1	Five Mile Bayou - 3863	41
<u>117956</u>	WALKER SUL;BLANCHE B SAUCIER	1	Five Mile Bayou - 3863	42
<u>207184</u>	BRUSHY BAYOU	2	Float Bayou, North - 3880	43
<u>208013</u>	BRUSHY BAYOU	3	Float Bayou, North - 3880	44
<u>223569</u>	BRUSHY BAYOU	4	Float Bayou, North - 3880	45
<u>208613</u>	BRUSHY BAYOU SWD	1	Float Bayou, North - 3880	46
<u>972253</u>	J DALE SWD	23	Float Bayou, North - 3880	47
<u>165066</u>	MISSIANA DC	1	Foster Ridge - 3932	48
<u>172793</u>	MISSIANA DC SWD	5	Foster Ridge - 3932	49
<u>137412</u>	ARMSTRONG SUI;SL 5544	2	Giles Bend - 4046	50
<u>146917</u>	ARMSTRONG SUG;LEARNED-PEABODY	2	Giles Bend - 4046	51
<u>970227</u>	GILES BEND SWD	3	Giles Bend - 4046	52
<u>972265</u>	GILES BEND SWD	4	Giles Bend - 4046	53
<u>135413</u>	LEARNED-PEABODY	1	Giles Bend - 4046	54
<u>146914</u>	LEARNED-PEABODY	3	Giles Bend - 4046	55
<u>171478</u>	PARKER B RA SUB;LEARNED PEABODY	7	Giles Bend - 4046	56
<u>146916</u>	PARKER B RA SUC;SL 5544	5	Giles Bend - 4046	57
<u>234139</u>	H B WHITE	1	Glade - 4058	58
<u>236047</u>	H B WHITE	2	Glade - 4058	59
<u>236048</u>	H B WHITE	3	Glade - 4058	60
<u>970180</u>	H B WHITE SWD	3	Glade - 4058	61
<u>161469</u>	VUA;WHITE	1	Glade - 4058	62

Well Serial No.	Well Name	Well ID	Field Name - ID	Count
<u>235974</u>	BARRON		Harrisonburg - 4427	63
<u>94728</u>	BUSWELL HEIRS SWD	1	Harrisonburg - 4427	64
<u>108937</u>	LAMBERT-BARRON A SWD	1	Harrisonburg - 4427	65
<u>187334</u>	ST A RB SUC;BARRON	A-2	Harrisonburg - 4427	66
<u>101634</u>	ST B RB SUG;C L BARRON	2	Harrisonburg - 4427	67
<u>187680</u>	MISSIANA 18-11	1	Honey Brake Lake - 4601	68
<u>171543</u>	ELDER REALTY CO	16	Lake Ophelia - 5486	69
<u>99558</u>	ELDER REALTY CO SWD	6	Lake Ophelia - 5486	70
<u>188543</u>	SPARTA SUA;ELDER REALTY CO	17	Lake Ophelia - 5486	71
<u>116279</u>	TESTA SUF;J TESTA	1	Lake St. John - 5655	72
<u>117133</u>	LK ST JOHN SWD	2	Lake St. John - 5655	73
<u>119940</u>	G M RHODES B	1	Lake St. John - 5655	74
<u>119841</u>	3750 SUA;FRANK TESTA	2	Lake St. John - 5655	75
<u>121879</u>	G M RHODES C	1	Lake St. John - 5655	76
<u>124220</u>	G M RHODES B	6	Lake St. John - 5655	77
<u>124906</u>	3500 STRAY RA SUA;G M RHODES C	004-D	Lake St. John - 5655	78
<u>125925</u>	G M RHODES C	4	Lake St. John - 5655	79
<u>127547</u>	JOSEPH TESTA	002-D	Lake St. John - 5655	80
<u>150580</u>	G M RHODES B	9	Lake St. John - 5655	81
<u>158070</u>	G M RHODES D	1	Lake St. John - 5655	82
<u>208902</u>	VUB;FRANK TESTA	3	Lake St. John - 5655	83
<u>215858</u>	G M RHODES C	8	Lake St. John - 5655	84
<u>216931</u>	FRANK TESTA	4	Lake St. John - 5655	85
<u>231220</u>	G M RHODES B	13	Lake St. John - 5655	86
<u>232372</u>	JOSEPH TESTA	9	Lake St. John - 5655	87
<u>232373</u>	G M RHODES B	14	Lake St. John - 5655	88
<u>232374</u>	G M RHODES B	15	Lake St. John - 5655	89
<u>237298</u>	G M RHODES D	2	Lake St. John - 5655	
<u>206167</u>	5200 RA SUC;MISSIANA FRNE	15	Larto Lake - 5812	90
<u>206265</u>	5200 RA SUD;MISSIANA HB	13	Larto Lake - 5812	91
<u>206757</u>	5200 RA SUF;MISSIANA FRNE	016-ALT	Larto Lake - 5812	92
<u>206244</u>	5200 RA SUH;MISSIANA HB	11	Larto Lake - 5812	93
<u>204705</u>	5200 RA SUH;MISSIANA HB	9	Larto Lake - 5812	94
<u>206727</u>	MISSIANA	1	Larto Lake - 5812	95
<u>229444</u>	MISSIANA	2	Larto Lake - 5812	96
<u>205475</u>	MISSIANA	4	Larto Lake - 5812	97
<u>222133</u>	MISSIANA B	1	Larto Lake - 5812	98
<u>199533</u>	MISSIANA FRNE SWD	5	Larto Lake - 5812	99
<u>146635</u>	MISSIANA LAND & TIMBER SWD	1	Larto Lake - 5812	100
<u>170953</u>	MISSIANA SWD	1	Larto Lake - 5812	101
<u>171659</u>	MISSIANA SWD	2	Larto Lake - 5812	102
<u>215187</u>	WX G RA SU103;MISSIANA	8	Larto Lake - 5812	103
<u>229938</u>	WX G RA SU57;MISSIANA	10	Larto Lake - 5812	104
<u>104245</u>	BELTZHOOVER	1	Long Branch - 6172	105
<u>222525</u>	BELTZHOOVER	4	Long Branch - 6172	106
<u>234086</u>	BELTZHOOVER	5	Long Branch - 6172	107
<u>234087</u>	BELTZHOOVER	6	Long Branch - 6172	108
<u>221981</u>	BELTZHOOVER SWD	2	Long Branch - 6172	109
<u>225840</u>	TENSAS DELTA	1	Long Branch - 6172	110
<u>194417</u>	BELTZHOOVER (Note: also, "Pilot")	1	Long Branch, North - 6173	111
<u>195426</u>	BELTZHOOVER SWD	1	Long Branch, North - 6173	112
<u>211997</u>	C7 RA SUA;PLACID OIL CO FEE	4	Long Branch, North - 6173	113
<u>211663</u>	C7 RA SUC;PLACID OIL CO FEE	3	Long Branch, North - 6173	114
<u>211026</u>	C7 RA SUD;PLACID OIL CO FEE	2	Long Branch, North - 6173	115
<u>212666</u>	C7 RA SUE;PLACID OIL CO FEE	6	Long Branch, North - 6173	116
<u>213080</u>	C7 RA SUF;PLACID OIL CO FEE	8	Long Branch, North - 6173	117
<u>212940</u>	E-2 RA SUA;PLACID OIL CO FEE	7	Long Branch, North - 6173	118
<u>214968</u>	PLACID OIL CO FEE	10	Long Branch, North - 6173	119
<u>212315</u>	PLACID OIL CO FEE SWD	5	Long Branch, North - 6173	120
<u>80392</u>	CONCORDIA PARRISH SCHOOL BOARD	1	Lower Sunk Lake - 6260	121
<u>157272</u>	CONCORDIA PARRISH SCHOOL BOARD	5	Lower Sunk Lake - 6260	122
<u>223705</u>	CONCORDIA PARRISH SCHOOL BOARD	6	Lower Sunk Lake - 6260	123
<u>230159</u>	CONCORDIA PARRISH SCHOOL BOARD	8	Lower Sunk Lake - 6260	124
<u>225089</u>	CONCORDIA PARRISH SCHOOL BOARD	9	Lower Sunk Lake - 6260	125
<u>233986</u>	CONCORDIA PARRISH SCHOOL BOARD	10	Lower Sunk Lake - 6260	126
<u>234066</u>	CONCORDIA PARRISH SCHOOL BOARD	11	Lower Sunk Lake - 6260	127
<u>87229</u>	CONCORDIA PH SCH BD SWD	3	Lower Sunk Lake - 6260	128
<u>138334</u>	K G LEE SWD	3	Lower Sunk Lake - 6260	129
<u>141204</u>	SWX SUB;CONCORDIA PARRISH SCHOOL BOARD	4	Lower Sunk Lake - 6260	130
<u>141121</u>	SWX SUC;K G LEE	2	Lower Sunk Lake - 6260	131
<u>137673</u>	SWX SUD;K G LEE	1	Lower Sunk Lake - 6260	132
<u>147116</u>	SWX SUF;K G LEE	5	Lower Sunk Lake - 6260	133
<u>214608</u>	SANTA FE FEE I	3	Milligan Bayou - 6784	134
<u>212110</u>	ART RA SUA;SL 12894	5	Milligan Bayou, NE - 6778	135
<u>972396</u>	RICHARD PETERS SWD	1	Milligan Bayou, NE - 6778	136
<u>210874</u>	WALKER RA SUA;ELLIS EST 6	1	Milligan Bayou, NE - 6778	137
<u>207411</u>	HEL RA SUF;PETERS	1	Milligan Bayou, North - 6785	138
<u>210805</u>	NORTH MILLIGAN BAYOU SWD	1	Milligan Bayou, North - 6785	139

Case 10-33565-sqj11 Claim 22-1 Part 5 Filed 07/07/10 Desc Exhibit B - Part 2

Well Serial No. Well Name Page 19 of 40 Well No. Field Name - ID Count

<u>206948</u>	PETERS 87 S'		Milligan Bayou, North - 6785	140
<u>210093</u>	R O MARTIN GL	3	Milligan Bayou, North - 6785	141
<u>212253</u>	R O MARTIN GL	4	Milligan Bayou, North - 6785	142
<u>189576</u>	DALTON LABORDE SWD	4	Nesser - 7045	143
<u>221967</u>	NS 5500 RA SU;JASON MCCANN EA	1	Nesser - 7045	144
<u>165591</u>	NS 5500 RA SU;LABORDE	2	Nesser - 7045	145
<u>64815</u>	CATAHOULA BANK	3	Patton Church - 7261	146
<u>234443</u>	CATAHOULA BANK	8	Patton Church - 7261	147
<u>235532</u>	CATAHOULA BANK	9	Patton Church - 7261	148
<u>235533</u>	CATAHOULA BANK	10	Patton Church - 7261	149
<u>235599</u>	CATAHOULA BANK	11	Patton Church - 7261	150
<u>235894</u>	CATAHOULA BANK	12	Patton Church - 7261	151
<u>235973</u>	CATAHOULA BANK	13	Patton Church - 7261	152
<u>202550</u>	CATAHOULA BANK & TRUST CO	1	Patton Church - 7261	153
<u>206883</u>	CATAHOULA BANK SWD	7	Patton Church - 7261	154
<u>235534</u>	HARDIE	1	Patton Church - 7261	155
<u>214080</u>	3200 FRIO RA SUA;HODGES C	3	Point Breeze - 7444	156
<u>217129</u>	3200 FRIO RA SUB;HODGES C	6	Point Breeze - 7444	157
<u>214961</u>	3200 FRIO RA SUC;HODGES C	4	Point Breeze - 7444	158
<u>219645</u>	W H HODGES & CO C	8	Point Breeze - 7444	159
<u>215801</u>	W H HODGES & CO C SWD	5	Point Breeze - 7444	160
<u>119649</u>	K G LEE ETAL SWD #C	4	Red River Bay - 7646	161
<u>162083</u>	KG LEE	3	Red River Bay - 7646	162
<u>208954</u>	KG LEE	1	Red River Bay - 7646	163
<u>217044</u>	R O MARTIN RRB	1	Red River Bay - 7646	164
<u>169718</u>	LEARNED-PEABODY RP	4	Rifle Point, South - 7721	165
<u>204544</u>	LEARNED-PEABODY RP	7	Rifle Point, South - 7721	166
<u>171417</u>	LEARNED-PEABODY SWD	5	Rifle Point, South - 7721	167
<u>176624</u>	PEABODY RF	2	Rifle Point, South - 7721	168
<u>187628</u>	PEABODY RF	4	Rifle Point, South - 7721	169
<u>231683</u>	HARPER	Z001	Rodney Island - 7751	170
<u>121007</u>	I H YAKEY D	23	Slocum, West - 8374	171
<u>130311</u>	I H YAKEY D	42	Slocum, West - 8374	172
<u>110398</u>	IDA H YAKEY ET AL D SWD	7	Slocum, West - 8374	173
<u>232392</u>	YAKEY	1	Slocum, West - 8374	174
<u>190574</u>	BRUSHY BAYOU SWD	2	Stacy - 8670	175
<u>232564</u>	STEW B RA SUB;BRUSHY BAYOU	001-ALT	Stacy - 8670	176
<u>208013</u>	BRUSHY BAYOU	3	Stacy - 8671	177
<u>96081</u>	CRUSE-STATE ET AL SWD	1	Tew Lake - 8896	178
<u>78522</u>	PURVIS SWD	2	Tew Lake - 8896	179
<u>77351</u>	TL SU15;WALTERS	3	Tew Lake - 8896	180
<u>74309</u>	TL SU22;WALTERS-ROUTON	1	Tew Lake - 8896	181
<u>91702</u>	TL SU25;BURLEY-STATE ET AL	1	Tew Lake - 8896	182
<u>89539</u>	TL SU26;BURLEY-ROUTON U	1	Tew Lake - 8896	183
<u>95891</u>	WALTERS STATE ET AL SWD	1	Tew Lake - 8896	184
<u>83473</u>	NOLAN SWD	2	Wallace Lake - 9255	185
<u>182974</u>	TL SUP;SIKES ET AL	1	Wallace Lake - 9255	186
<u>89503</u>	VUA;M T WHITE ET AL	1	Wallace Lake - 9255	187
<u>229541</u>	WHITE	2	Wallace Lake - 9255	188
<u>235242</u>	HOPE EST	1	Wildcat - 9709	189



RLB0011032

RLI Surety  
A Division of RLI Insurance Company

POWER OF ATTORNEY  
RLI Insurance Company

**Know All Men by These Presents:**

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: GREG E. CHILSON in the City of HOUSTON, State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

\$250,000.00

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers-of-Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:

Jean M. Stephenson  
CORPORATE SECRETARY

State of Illinois )  
County of Peoria ) SS



RLI INSURANCE COMPANY

Michael J. Stone  
PRESIDENT

On this 20day of May, 2008 before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery  
Notary Public



RIDER NO. 1

Attaching to and forming part of Performance Bond, Bond No. RLB0011032 executed December 5, 2007 on behalf of Axis Onshore, LLC as Principal, in favor of the Louisiana Office of Conservation, State of Louisiana as Obligee, in the amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00).

It is understood and agreed that effective May 15, 2008 the name of the principal is amended to read as follows:

**Axis Onshore, LP**

All other conditions and terms to remain as originally written.

Signed, sealed and dated this 15<sup>th</sup> day of May, 2008.

Axis Onshore, LP

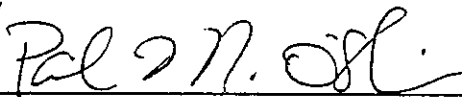
Principal

By: \_\_\_\_\_

RLI Insurance Company  
8 Greenway Plaza, Suite 400  
Houston, TX 77046

Surety

By: \_\_\_\_\_

  
Paul M. O'Sullivan, Attorney-in-Fact





RLI Surety  
A division of RLI Insurance Company

RLB0011032

POWER OF ATTORNEY  
RLI Insurance Company

**Know All Men by These Presents:**

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: PAUL M. O'SULLIVAN in the City of HOUSTON, State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

\$250,000.00

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers-of-Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:

Jean M. Stephenson  
CORPORATE SECRETARY

State of Illinois )  
County of Peoria ) SS



RLI INSURANCE COMPANY

Michael J. Stone  
PRESIDENT

On this 15 day of May, 2008 before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery  
Notary Public



(Multiple Wells)

Bond No. RLB0011032

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Axis Onshore, LLC 16610 Dallas Parkway, Suite 2500 Dallas, TX 75248  
(operator name as established by Office of Conservation and address) (hereinafter called the "Principal"), and  
RLI Insurance Company 8 Greenway Plaza, Suite 400 Houston, TX 77046  
(bonding company name and address)(hereinafter called the "Surety"), are held and firmly bound  
unto the Louisiana Office of Conservation, State of Louisiana, with its principal office at P.O. Box  
94275, Capital Station, Baton Rouge, Louisiana 70804-9275(hereinafter called the "Obligee"), in  
the penal sum of \$250,000.00----- (bond amount) lawful money of the United States of  
America for the payment of which penal sum the Principal and Surety bind themselves, their  
successors and assigns, jointly, severally and in solido firmly by these presents.

WHEREAS, the Principal has applied to the Office of Conservation for a Permit to Drill for  
Minerals for wells and facilities listed on the attached Exhibit "A"; and

WHEREAS, the Principal has assumed the obligation to plug and abandon the well, remove  
platforms and pilings, close associated pits, remove facilities, conduct site clearance and verification,  
conduct site restoration and to restore the surface in accordance with the Leases and/or the Rules,  
Regulations and Orders promulgated by the Commissioner of Conservation and/or the laws of the  
State of Louisiana; and

WHEREAS, the Principal and Surety agree that notwithstanding the subsequent termination of any  
Lease, whether by operation of law or otherwise, this Bond shall remain in full force and effect until  
all obligations of the Principal under the Leases and/or the Rules, Regulations and Orders  
promulgated by the Commissioner of Conservation and/or the laws of the State of Louisiana have  
been truly and faithfully performed and a release and discharge of this Bond shall have been given  
by the Commissioner of Conservation; and

WHEREAS, the Principal has promised to deliver to the Obligee a Bond substantially in the form  
hereof; and

WHEREAS, the Surety represents that it is duly authorized by the proper public authorities to  
transact the business of indemnity and suretyship in the State of Louisiana, and represents that it is  
qualified to be surety and guarantor on bonds and undertakings, which certificate has not been  
revoked; and

WHEREAS, the Surety represents that it has duly executed a power of attorney, appointing the hereinafter named representative as its duly authorized deputy, as the true and lawful attorney-in-fact of such Surety, upon whom may be served all lawful process in any action or proceeding against such Surety in any court or before any officer, arising out of or founded upon this Bond or any liability hereunder; and does hereby agree and consent that such service, when so made, shall be valid service upon it, and that such appointment shall continue in force and effect and be irrevocable so long as any liability against it remains outstanding hereunder; and

NOW THEREFORE, the Principal and Surety agree as follows:

The Surety hereby guarantees the Principal's agreement to plug and abandon the Subject Wells, to remove all platforms, pilings, facilities, pits and to restore the surface pursuant to the Leases, the Rules, Regulations and Orders of the Commissioner of Conservation and/or the laws of the State of Louisiana and to pay all costs and expenses associated therewith in full compliance with the terms of the Leases, the Rules, Regulations and Orders promulgated by the Commissioner of Conservation and/or any and all other state and federal agencies having jurisdiction over such matters and the laws of the State of Louisiana as now written or as they may be hereafter amended.

This Bond shall be automatically renewed annually, subject to the terms and provisions hereof, unless the Surety shall notify the Obligee, in writing by Certified Mail, of its intention to cancel the bond. Such written notice of cancellation shall be given at least one hundred twenty(120) days prior to the proposed cancellation date.

PROVIDED, HOWEVER, whenever the Principal shall present a Plug and Abandon Report with respect to any Subject Well or Facility together with a written statement from the Commissioner of Conservation evidencing that the Subject Well has been satisfactorily plugged, abandoned or removed in accordance with the Rules, Regulations and Orders promulgated by the Commissioner of Conservation, then the penal amount of this Bond shall be reduced for the Subject Well plugged and abandoned or the facility removed in accordance with the itemized schedule set forth on Exhibit "A", but only by the amount set forth on the itemized schedule shown on Exhibit "A" for the Subject Wells and all Facilities, provided that, at such time as all of the Subject Wells have been plugged and abandoned and all Facilities removed and surface restoration operations have been completed, in accordance with the Leases, and/or Rules, Regulations and Orders of the Commissioner of Conservation and/or the laws of the State of Louisiana and this Bond shall have been released and discharged by the Commissioner of Conservation, then this obligation shall be null and void, otherwise, it shall remain in full force and effect for the full penal amount of the Bond.

PROVIDED, FURTHER THAT, to the extent the Principal and/or the Surety may be liable for any expenses, fees, penalties, damages(either direct, indirect or consequential) in addition to the obligation described above, or to the extent the Obligee may incur any attorneys' fees or court costs or other expenses of litigation in the event of a contest over the Surety's denial of the obligation(or any part thereof), the maximum obligation of the Surety under this Bond shall be the penal sum of \$250,000.00----- (dollar amount of the bond), reduced as applicable, as

provided for herein.

FURTHERMORE, it is agreed that the Surety shall have no obligation to the Principal for any loss suffered by the Principal by reason of acts or omissions which are or could be covered by the Principal's general liability insurance, products liability insurance, completed operations insurance or any other insurance. In no event shall the Surety be obligated to pay, in the aggregate, for all claims hereunder, an amount exceeding the penal sum of this Performance Bond.

Whenever the Principal fails, neglects or refuses to carry out its obligation to plug and abandon any one or more or all of the Subject Wells, remove platforms or restore the surface of the Leases(or Subject Tract related to the Subject Well), or to pay the cost thereof, when and if it is required to do so under the terms of the Leases, and/or Rules, Regulations and Orders of the Commissioner of Conservation and/or the laws of the State of Louisiana and the Obligee has presented to the Surety a written notice of default, sent by Certified Mail, by the Principal of its obligations and such condition has persisted for sixty(60) days following the date of such written notice of default, then the Surety shall within thirty(30) days:

1) Pay to the Obligee an amount equal to the estimated cost of plugging and abandonment and restoration of the surface to be incurred by the Obligee, which payment shall be subject to the penal limit of this Bond and/or the itemized schedule set forth on Exhibit "A", in the event of plugging and abandoning less than all of the Subject Wells and restoration of the surface of less than all of the sites and/or leases; or,

2) Commence the necessary operations to plug and abandon the Subject Wells and restore the surface of the sites and/or Leases. If the Surety should elect, in the event of default by the Principal, to commence or cause to be commenced the aforementioned plugging and abandonment activity and surface restoration, such operations shall continue until such time as the obligations of the Principal as set forth in the Leases, and/or Rules, Regulations and Orders of the Commissioner of Conservation and/or the laws of the State of Louisiana have been fully satisfied, notwithstanding the penal limit of this Bond. In the event the Surety commences operations to plug and abandon less than all of the Subject Wells and/or restore the surface of less than all of the Leases and/or sites, then the penal limit of this Bond shall be reduced only the amount set forth on Exhibit "A".

Provided, however, that in the event of an emergency, deemed by the Commissioner of Conservation as presenting a threat or risk of damage or harm to the environment, the natural resources of the State of Louisiana or the public health and welfare of the general public, and should the Principal fail or refuse to act to correct or alleviate the emergency, then the notice and delay provisions hereof shall be inapplicable and waived by the Surety and the Commissioner of Conservation shall be authorized to take such action as he may deem necessary or expedient to avoid, eliminate or reduce the threat or risk of damage or harm presented by such emergency. All such cost and expense incurred by the Commissioner of Conservation in the exercise of such emergency powers shall be paid and reimbursed under the terms and conditions of this Bond, but the exercise of such emergency powers by the Commissioner of Conservation shall, in no way, affect the total penal limit

of this Bond or alter or modify the itemized schedule set forth on Exhibit "A" in the event such emergency affects less than all of the Subject Wells and/or sites and/or Leases. Notwithstanding the above, it is understood that the value(as set forth on Exhibit "A" attached hereto) attributable to the Subject Wells and/or Facilities affected by the Commissioner of Conservation's emergency powers shall be reduced from the penal amount of this Bond.

Any suit under this Performance Bond must be instituted before the expiration of one(1) year from the date of the occurrence of an event of default, as defined herein. Subject to such one(1) year limitation, the Surety consents and agrees that any legal action against it under this Performance Bond may be brought in the 19<sup>th</sup> Judicial District Court for the Parish of East Baton Rouge, State of Louisiana, hereby irrevocably submitting itself to the jurisdiction and venue of such court.

A "default" shall be the Principal's failure, neglect or refusal to carry out its obligation to plug and abandon any one or more of all the Subject Wells, remove platforms or restore the surface of the sites and/or Leases, or to pay the cost thereof, when and if it is required to do so under the terms of the Leases or by Rule, Regulation or Order of the Commissioner of Conservation or by the laws of the State of Louisiana.

No amendment of or supplement to the terms or provisions of any Lease(s) or any assignment and/or release of the Lease(s) thereof by the Principal, its successors or assigns, and no delay, neglect or failure of the Oblige to proceed promptly in the premises in case of any default on the part of the Principal shall in any degree relieve the Principal and the Surety or any of them or their obligations under this Bond.

However, in the event of an assignment of any Lease or the Wells or the facilities or any of them by the Principal, the Principal shall cause its assignee to post security with the Commissioner of Conservation, in a form and in an amount acceptable to the Commissioner of Conservation. If and when such security has been accepted by the Commissioner of Conservation, then the Oblige will issue a release of this Bond, within sixty(60) days, in whole or in part, in the event of an assignment of less than all of the Leases, Subject Wells and facilities.

No right of action shall accrue on this Performance Bond to or for the use of any person or corporation other than the Principal, the Oblige, their heirs, executors, administrators or successors.

The Surety shall, no later than the renewal date each and every calendar year, provide the Commissioner of Conservation with an annual financial report or other documents to establish the Surety's financial solvency.

In the event that the Principal shall commence any proceeding under bankruptcy, reorganization, arrangement, insolvency, dissolution or liquidation law of any jurisdiction, then the Surety and/or the Principal shall notify the Commissioner of Conservation. Regardless of the occurrence of the aforementioned conditions, this Bond will remain in full force and effect.

NOW, THEREFORE, if the said Principal shall faithfully observe and honestly comply with the provisions contained herein, then this obligation shall become null and void and of no effect.

The Obligee will issue a release of this Bond within a reasonable time period, but in no instance longer than thirty(30) days after receipt of satisfactory evidence( a report from the proper regulatory authority) of the Principal's full and faithful performance and compliance with the obligation of this Performance Bond.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this 5th day of December, 2007, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative pursuant to the authority of its governing body.

Witnesses:

Axis Onshore, LLC  
PRINCIPAL (Operator Name)

\_\_\_\_\_

(Two Witnesses Required)

BY: \_\_\_\_\_  
Authorized Signature of Operator

\_\_\_\_\_  
(Typed Name/Title)

Witnesses:

Robbie Dwyer  
James Lee  
(Two Witnesses Required)

RLI Insurance Company  
SURETY (Bonding Company Name)

BY: Paul M. O'Sullivan  
(Signature)

Paul M. O'Sullivan, Attorney-in-Fact  
(Typed Name/Title)

APPROVED, ACCEPTED AND EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

Witnesses:

\_\_\_\_\_

(Two Witnesses Required)

OFFICE OF CONSERVATION  
STATE OF LOUISIANA

BY: \_\_\_\_\_  
COMMISSIONER OF CONSERVATION

FORM: FS-PBMW  
(01/31/2007)

Exhibit "A"

Operator: Axis Onshore, LLC  
Surety: RLI Insurance Company  
LOC/CD/Bond No. RLB0011032

Well Serial #	Well Name	Well #	Field Name - ID	Count
110508	I H YAKEY D	12	Bayou Cocodrie - 0602	1
111042	I H YAKEY D SWD	21	Bayou Cocodrie, West - 0628	2
210250	YAKEY FD	1	Bayou Cocodrie, West - 0628	3
218864	YAKEY FD	5	Bayou Cocodrie, West - 0628	4
161165	PEABODY ET AL	2	Black Hawk - 1640	5
163817	PEABODY ET AL	3	Black Hawk - 1640	6
165250	PEABODY ET AL	6	Black Hawk - 1640	7
165251	PEABODY ET AL	7	Black Hawk - 1640	8
173550	PEABODY ET AL	9	Black Hawk - 1640	9
160432	PEABODY SWD	1	Black Hawk - 1640	10
175773	I H YAKEY ET AL NB	1	Brabston, North - 1841	11
180869	I H YAKEY ET AL NB	4	Brabston, North - 1841	12
193698	I H YAKEY ET AL NB A	5	Brabston, North - 1841	13
971349	I H YAKEY ET AL NB SWD	002-A	Brabston, North - 1841	14
214354	CL A1 RA SU;SL 1461	A-8	Catahoula Lake - 2384	15
970226	LA DELTA SWD	1	Catahoula Lake - 2384	16
180719	WX A RB SUU;SL 3691	E-B1	Catahoula Lake - 2384	17
215459	WX B RB SUDD;SL 13461	A-1	Catahoula Lake - 2384	18
115310	WX B RF SUB;SL 1462	1	Catahoula Lake - 2384	19
216691	WX C RB SUEE;SL 14617	1	Catahoula Lake - 2384	20
127992	WX C RC SU65;SL 1461	45	Catahoula Lake - 2384	21
163489	WX C RF SUO;SL 1462 CA	2	Catahoula Lake - 2384	22
208762	WX A RA SU39;JACK ALLEN	002-ALT	Catahoula Lake, West - 2400	23
206872	MOBIL FEE LB	2	Coochie - 2876	24
207424	MOBIL FEE LB	3	Coochie - 2876	25
208529	MOBIL FEE LB	4	Coochie - 2876	26
210666	MOBIL FEE LB A	5	Coochie - 2876	27
212116	MOBIL FEE LB A	7	Coochie - 2876	28
972633	MOBIL FEE SWD	1	Coochie - 2876	29
171232	ELLIS B	3	Dobbs Bay - 3361	30
177918	ELLIS B	6	Dobbs Bay - 3361	31
165625	ELLIS B SWD	1	Dobbs Bay - 3361	32
146312	CKF 1 RA SUG;W L STOKES	1	Eola - 3648	33
156295	HAAS INV CO SWD	1	Eola - 3648	34
117100	BLANCHE B SAUCIER	2	Five Mile Bayou - 3863	35
229710	R O MARTIN 30-2	2	Five Mile Bayou - 3863	36
228622	ROY O MARTIN 30-2	1	Five Mile Bayou - 3863	37
128774	SAUCIER STATE SWD	B-2	Five Mile Bayou - 3863	38
209975	VUA;DUPUY LAND CO ET AL	3	Five Mile Bayou - 3863	39
973337	W E GROVES SWD	1	Five Mile Bayou - 3863	40
121916	WALKER SUI;SL 4879	1	Five Mile Bayou - 3863	41
117956	WALKER SUL;BLANCHE B SAUCIER	1	Five Mile Bayou - 3863	42
207184	BRUSHY BAYOU	2	Float Bayou, North - 3880	43
208013	BRUSHY BAYOU	3	Float Bayou, North - 3880	44
223569	BRUSHY BAYOU	4	Float Bayou, North - 3880	45

Well Serial #	Well Name	Well #	Field Name - ID	Count
208613	BRUSHY BAYOU SWD	1	Float Bayou, North - 3880	46
972253	J DALE SWD	23	Float Bayou, North - 3880	47
165066	MISSIANA DC	1	Foster Ridge - 3932	48
172793	MISSIANA DC SWD	5	Foster Ridge - 3932	49
137412	ARMSTRONG SUF;SL 5544	2	Giles Bend - 4046	50
146917	ARMSTRONG SUG;LEARNED-PEABODY	2	Giles Bend - 4046	51
970227	GILES BEND SWD	3	Giles Bend - 4046	52
972265	GILES BEND SWD	4	Giles Bend - 4046	53
135413	LEARNED-PEABODY	1	Giles Bend - 4046	54
146914	LEARNED-PEABODY	3	Giles Bend - 4046	55
171478	PARKER B RA SUB;LEARNED PEABODY	7	Giles Bend - 4046	56
146916	PARKER B RA SUC;SL 5544	5	Giles Bend - 4046	57
234139	H B WHITE	1	Glade - 4058	58
236047	H B WHITE	2	Glade - 4058	59
236048	H B WHITE	3	Glade - 4058	60
970180	H B WHITE SWD	3	Glade - 4058	61
161469	VUA;WHITE	1	Glade - 4058	62
235974	BARRON	1	Harrisonburg - 4427	63
94728	BUSWELL HEIRS SWD	1	Harrisonburg - 4427	64
108937	LAMBERT-BARRON A SWD	1	Harrisonburg - 4427	65
187334	ST A RB SUC;BARRON	A-2	Harrisonburg - 4427	66
101634	ST B RB SUG;C L BARRON	2	Harrisonburg - 4427	67
187680	MISSIANA 18-11	1	Honey Brake Lake - 4601	68
171543	ELDER REALTY CO	16	Lake Ophelia - 5486	69
99558	ELDER REALTY CO SWD	6	Lake Ophelia - 5486	70
188543	SPARTA SUA;ELDER REALTY CO	17	Lake Ophelia - 5486	71
124906	3500 STRAY RA SUA;G M RHODES C	004-D	Lake St. John - 5655	72
119941	3750 SUA;FRANK TESTA	2	Lake St. John - 5655	73
171936	ANGELINA CB	1	Lake St. John - 5655	74
171937	ANGELINA CB	2	Lake St. John - 5655	75
216931	FRANK TESTA	4	Lake St. John - 5655	76
119940	G M RHODES B	1	Lake St. John - 5655	77
124220	G M RHODES B	6	Lake St. John - 5655	78
150580	G M RHODES B	9	Lake St. John - 5655	79
121879	G M RHODES C	1	Lake St. John - 5655	80
125925	G M RHODES C	4	Lake St. John - 5655	81
215858	G M RHODES C	8	Lake St. John - 5655	82
158070	G M RHODES D	1	Lake St. John - 5655	83
127547	JOSEPH TESTA	002-D	Lake St. John - 5655	84
117133	LK ST JOHN SWD	2	Lake St. John - 5655	85
116279	TESTA SUF;J TESTA	1	Lake St. John - 5655	86
208902	VUB;FRANK TESTA	3	Lake St. John - 5655	87
206167	5200 RA SUC;MISSIANA FRNE	15	Larto Lake - 5812	88
206265	5200 RA SUD;MISSIANA HB	13	Larto Lake - 5812	89
206757	5200 RA SUF;MISSIANA FRNE	016-ALT	Larto Lake - 5812	90
206244	5200 RA SUH;MISSIANA HB	11	Larto Lake - 5812	91
204705	5200 RA SUI;MISSIANA HB	9	Larto Lake - 5812	92
206727	MISSIANA	1	Larto Lake - 5812	93
229444	MISSIANA	2	Larto Lake - 5812	94
205475	MISSIANA	4	Larto Lake - 5812	95
222133	MISSIANA B	1	Larto Lake - 5812	96
199533	MISSIANA FRNE SWD	5	Larto Lake - 5812	97
146635	MISSIANA LAND & TIMBER SWD	1	Larto Lake - 5812	98
170953	MISSIANA SWD	1	Larto Lake - 5812	99



Well Serial #	Well Name	Well #	Field Name - ID	Count
171659	MISSIANA SWD	2	Larto Lake - 5812	100
215187	WX G RA SU103;MISSIANA	8	Larto Lake - 5812	101
229938	WX G RA SU57;MISSIANA	10	Larto Lake - 5812	102
104245	BELTZHOOVER	1	Long Branch - 6172	103
222525	BELTZHOOVER	4	Long Branch - 6172	104
234086	BELTZHOOVER	5	Long Branch - 6172	105
234087	BELTZHOOVER	6	Long Branch - 6172	106
221981	BELTZHOOVER SWD	2	Long Branch - 6172	107
225840	TENSAS DELTA	1	Long Branch - 6172	108
194417	BELTZHOOVER (Note: also, "Pilot")	1	Long Branch, North - 6173	109
195426	BELTZHOOVER SWD	1	Long Branch, North - 6173	110
211997	C7 RA SUA;PLACID OIL CO FEE	4	Long Branch, North - 6173	111
211663	C7 RA SUC;PLACID OIL CO FEE	3	Long Branch, North - 6173	112
211026	C7 RA SUD;PLACID OIL CO FEE	2	Long Branch, North - 6173	113
212666	C7 RA SUE;PLACID OIL CO FEE	6	Long Branch, North - 6173	114
213080	C7 RA SUF;PLACID OIL CO FEE	8	Long Branch, North - 6173	115
212940	E-2 RA SUA;PLACID OIL CO FEE	7	Long Branch, North - 6173	116
214968	PLACID OIL CO FEE	10	Long Branch, North - 6173	117
212315	PLACID OIL CO FEE SWD	5	Long Branch, North - 6173	118
80392	CONCORDIA PARRISH SCHOOL BOARD	1	Lower Sunk Lake - 6260	119
157272	CONCORDIA PARRISH SCHOOL BOARD	5	Lower Sunk Lake - 6260	120
223705	CONCORDIA PARRISH SCHOOL BOARD	6	Lower Sunk Lake - 6260	121
230159	CONCORDIA PARRISH SCHOOL BOARD	8	Lower Sunk Lake - 6260	122
225089	CONCORDIA PARRISH SCHOOL BOARD	9	Lower Sunk Lake - 6260	123
233986	CONCORDIA PARRISH SCHOOL BOARD	10	Lower Sunk Lake - 6260	124
234066	CONCORDIA PARRISH SCHOOL BOARD	11	Lower Sunk Lake - 6260	125
87229	CONCORDIA PH SCH BD SWD.	3	Lower Sunk Lake - 6260	126
138334	K G LEE SWD	3	Lower Sunk Lake - 6260	127
141204	SWX SUB;CONCORDIA PARRISH SCHOOL BOARD	4	Lower Sunk Lake - 6260	128
141121	SWX SUC;K G LEE	2	Lower Sunk Lake - 6260	129
137673	SWX SUD;K G LEE	1	Lower Sunk Lake - 6260	130
147116	SWX SUF;K G LEE	5	Lower Sunk Lake - 6260	131
214608	SANTA FE FEE I	3	Milligan Bayou - 6784	132
212110	ART RA SUA;SL 12894	5	Milligan Bayou, NE - 6778	133
972396	RICHARD PETERS SWD	1	Milligan Bayou, NE - 6778	134
210874	WALKER RA SUA;ELLIS EST 6	1	Milligan Bayou, NE - 6778	135
207411	HEL RA SUF;PETERS	1	Milligan Bayou, North - 6785	136
210805	NORTH MILLIGAN BAYOU SWD	1	Milligan Bayou, North - 6785	137
206948	PETERS 87 SWD	2	Milligan Bayou, North - 6785	138
210093	R O MARTIN GL	3	Milligan Bayou, North - 6785	139
212253	R O MARTIN GL	4	Milligan Bayou, North - 6785	140
189576	DALTON LABORDE SWD	4	Nesser - 7045	141
221967	NS 5500 RA SU;JASON MCCANN EA	1	Nesser - 7045	142
165591	NS 5500 RA SU;LABORDE	2	Nesser - 7045	143
64815	CATAHOULA BANK	3	Patton Church - 7261	144
234443	CATAHOULA BANK	8	Patton Church - 7261	145
235532	CATAHOULA BANK	9	Patton Church - 7261	146
235533	CATAHOULA BANK	10	Patton Church - 7261	147
235599	CATAHOULA BANK	11	Patton Church - 7261	148
235894	CATAHOULA BANK	12	Patton Church - 7261	149
235973	CATAHOULA BANK	13	Patton Church - 7261	150
202550	CATAHOULA BANK & TRUST CO	1	Patton Church - 7261	151
206883	CATAHOULA BANK SWD	7	Patton Church - 7261	152

Well Serial #	Well Name	Well #	Field Name - ID	Count
235534	HARDIE	1	Patton Church - 7261	153
214080	3200 FRIO RA SUA;HODGES C	3	Point Breeze - 7444	154
217129	3200 FRIO RA SUB;HODGES C	6	Point Breeze - 7444	155
214961	3200 FRIO RA SUC;HODGES C	4	Point Breeze - 7444	156
219645	W H HODGES & CO C	8	Point Breeze - 7444	157
215801	W H HODGES & CO C SWD	5	Point Breeze - 7444	158
119649	K G LEE ETAL SWD #C	4	Red River Bay - 7646	159
162083	KG LEE	3	Red River Bay - 7646	160
208954	KG LEE	1	Red River Bay - 7646	161
217044	R O MARTIN RRB	1	Red River Bay - 7646	162
169718	LEARNED-PEABODY RP	4	Rifle Point, South - 7721	163
204544	LEARNED-PEABODY RP	7	Rifle Point, South - 7721	164
171417	LEARNED-PEABODY SWD	5	Rifle Point, South - 7721	165
176624	PEABODY RF	2	Rifle Point, South - 7721	166
187628	PEABODY RF	4	Rifle Point, South - 7721	167
231683	HARPER	Z001	Rodney Island - 7751	168
121007	I H YAKEY D	23	Slocum, West - 8374	169
130311	I H YAKEY D	42	Slocum, West - 8374	170
110398	IDA H YAKEY ET AL D SWD	7	Slocum, West - 8374	171
232392	YAKEY	1	Slocum, West - 8374	172
190574	BRUSHY BAYOU SWD	2	Stacy - 8670	173
232564	STEW B RA SUB;BRUSHY BAYOU	001-ALT	Stacy - 8670	174
208013	BRUSHY BAYOU	3	Stacy - 8671	175
96081	CRUSE-STATE ET AL SWD	1	Tew Lake - 8896	176
78522	PURVIS SWD	2	Tew Lake - 8896	177
77351	TL SU15;WALTERS	3	Tew Lake - 8896	178
74309	TL SU22;WALTERS-ROUTON	1	Tew Lake - 8896	179
91702	TL SU25;BURLEY-STATE ET AL	1	Tew Lake - 8896	180
89539	TL SU26;BURLEY-ROUTON U	1	Tew Lake - 8896	181
95391	WALTERS STATE ET AL SWD	1	Tew Lake - 8896	182
83473	NOLAN SWD	2	Wallace Lake - 9255	183
182974	TL SUP;SIKES ET AL	1	Wallace Lake - 9255	184
89503	VUA;M T WHITE ET AL	1	Wallace Lake - 9255	185
229541	WHITE	2	Wallace Lake - 9255	186
235242	HOPE EST	1	Wildcat - 9709	187



RLI Surety | A Division of RLI Insurance Company

9025 North Lindbergh Dr. • Peoria, IL 61615  
(309) 692-1000 or (800) 645-2402

RLB0011032

## POWER OF ATTORNEY

RLI Insurance Company

### ***Know All Men by These Presents:***

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: PAUL M. O'SULLIVAN

in the City of HOUSTON, State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

**\$250,000.00**

Indemnity. Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

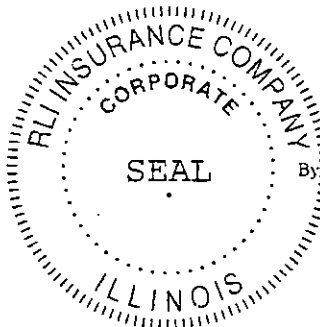
(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:

Jean M. Stephenson  
Corporate Secretary

State of Illinois )  
County of Peoria ) SS



RLI INSURANCE COMPANY

Michael J. Stone  
President

On this 5 day of Dec., 2007 before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery  
Notary Public



(1 Well)

Bond No. RLB0011657

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Axis Onshore, LP  
(operator name as established by Office of Conservation and address) (hereinafter called the "Principal"), and  
RLI Insurance Company  
(bonding company name and address)(hereinafter called the "Surety"), are held and firmly bound  
unto the Louisiana Office of Conservation, State of Louisiana, with its principal office at P.O. Box  
94275, Capital Station, Baton Rouge, Louisiana 70804-9275(hereinafter called the "Obligee"), in  
the penal sum of \$120,000.00-----(bond amount) lawful money of the United States of  
America for the payment of which penal sum the Principal and Surety bind themselves, their  
successors and assigns, jointly, severally and in solido firmly by these presents.

WHEREAS, the Principal has applied(is about to apply) to the Office of Conservation for a Permit  
to Drill for Minerals for a well named SL 18994 No. 1 (well name) located(to be located) at  
Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, St. Bernard Parish Parish, Louisiana;  
and  
Breton Sound, Block 2

WHEREAS, the Principal has assumed the obligation to plug and abandon the well, remove  
platforms and pilings, close associated pits, remove facilities, conduct site clearance and verification,  
conduct site restoration and to restore the surface in accordance with the Leases and/or the Rules,  
Regulations and Orders promulgated by the Commissioner of Conservation and/or the laws of the  
State of Louisiana; and

WHEREAS, the Principal and Surety agree that notwithstanding the subsequent termination of any  
Lease, whether by operation of law or otherwise, this Bond shall remain in full force and effect until  
all obligations of the Principal under the Leases and/or the Rules, Regulations and Orders  
promulgated by the Commissioner of Conservation and/or the laws of the State of Louisiana have  
been truly and faithfully performed and a release and discharge of this Bond shall have been given  
by the Commissioner of Conservation; and

WHEREAS, the Principal has promised to deliver to the Obligee a Bond substantially in the form  
hereof; and

WHEREAS, the Surety represents that it is duly authorized by the proper public authorities to  
transact the business of indemnity and suretyship in the State of Louisiana, and represents that it is  
qualified to be surety and guarantor on bonds and undertakings, which certificate has not been  
revoked; and

WHEREAS, the Surety represents that it has duly executed a power of attorney, appointing the hereinafter named representative as its duly authorized deputy, as the true and lawful attorney-in-fact of such Surety, upon whom may be served all lawful process in any action or proceeding against such Surety in any court or before any officer, arising out of or founded upon this Bond or any liability hereunder; and does hereby agree and consent that such service, when so made, shall be valid service upon it, and that such appointment shall continue in force and effect and be irrevocable so long as any liability against it remains outstanding hereunder; and

NOW THEREFORE, the Principal and Surety agree as follows:

The Surety hereby guarantees the Principal's agreement to plug and abandon the well(s), to remove all platforms, pilings, facilities, pits and to restore the surface pursuant to the Leases, the Rules, Regulations and Orders of the Commissioner of Conservation and/or the laws of the State of Louisiana and to pay all costs and expenses associated therewith in full compliance with the terms of the Leases, the Rules, Regulations and Orders promulgated by the Commissioner of Conservation and/or any and all other state and federal agencies having jurisdiction over such matters and the laws of the State of Louisiana as now written or as they may be hereafter amended.

This Bond shall be automatically renewed annually, subject to the terms and provisions hereof, unless the Surety shall notify the Obligee, in writing by Certified Mail, of its intention to cancel the bond. Such written notice of cancellation shall be given at least one hundred twenty(120) days prior to the proposed cancellation date.

PROVIDED, HOWEVER, whenever the Principal shall present a Plug and Abandon Report with respect to the Subject Well and related Facilities(if any) together with a written statement from the Commissioner of Conservation evidencing that the Subject Well has been satisfactorily plugged, abandoned or removed in accordance with the Rules, Regulations and Orders promulgated by the Commissioner of Conservation and/or the laws of the State of Louisiana and this Bond shall have been released and discharged by the Commissioner of Conservation, then this obligation shall be null and void, otherwise, it shall remain in full force and effect for the full penal amount of the Bond.

PROVIDED, FURTHER THAT, to the extent the Principal and/or the Surety may be liable for any expenses, fees, penalties, damages(either direct, indirect or consequential) in addition to the obligation described above, or to the extent the Obligee may incur any attorneys' fees or court costs or other expenses of litigation in the event of a contest over the Surety's denial of the obligation(or any part thereof), the maximum obligation of the Surety under this Bond shall be the penal sum of \$120,000.00----- (dollar amount of the bond), reduced as applicable, as provided for herein.

FURTHERMORE, it is agreed that the Surety shall have no obligation to the Principal for any loss suffered by the Principal by reason of acts or omissions which are or could be covered by the Principal's general liability insurance, products liability insurance, completed operations insurance or any other insurance. In no event shall the Surety be obligated to pay, in the aggregate, for all claims hereunder, an amount exceeding the penal sum of this Performance Bond.

Whenever the Principal fails, neglects or refuses to carry out its obligation to plug and abandon the Subject Well, remove platforms or restore the surface of the Leases(or Subject Tract related to the Subject Well), or to pay the cost thereof, when and if it is required to do so under the terms of the Leases, and/or Rules, Regulations and Orders of the Commissioner of Conservation and/or the laws of the State of Louisiana and the Oblige has presented to the Surety a written notice of default, sent by Certified Mail, by the Principal of its obligations and such condition has persisted for sixty(60) days following the date of such written notice of default, then the Surety shall within thirty(30) days:

1) Pay to the Oblige an amount equal to the estimated cost of plugging and abandonment and restoration of the surface to be incurred by the Oblige, which payment shall be subject to the penal limit of this Bond; or,

2) Commence the necessary operations to plug and abandon the Subject Well and restore the surface of the site and/or Leases. If the Surety should elect, in the event of default by the Principal, to commence or cause to be commenced the aforementioned plugging and abandonment activity and surface restoration, such operations shall continue until such time as the obligations of the Principal as set forth in the Leases, and/or Rules, Regulations and Orders of the Commissioner of Conservation and/or the laws of the State of Louisiana have been fully satisfied, notwithstanding the penal limit of this Bond.

Provided, however, that in the event of an emergency, deemed by the Commissioner of Conservation as presenting a threat or risk of damage or harm to the environment, the natural resources of the State of Louisiana or the public health and welfare of the general public, and should the Principal fail or refuse to act to correct or alleviate the emergency, then the notice and delay provisions hereof shall be inapplicable and waived by the Surety and the Commissioner of Conservation shall be authorized to take such action as he may deem necessary or expedient to avoid, eliminate or reduce the threat or risk of damage or harm presented by such emergency. All such cost and expense incurred by the Commissioner of Conservation in the exercise of such emergency powers shall be paid and reimbursed under the terms and conditions of this Bond, but the exercise of such emergency powers by the Commissioner of Conservation shall, in no way, affect the total penal limit of this Bond.

Any suit under this Performance Bond must be instituted before the expiration of one(1) year from the date of the occurrence of an event of default, as defined herein. Subject to such one(1) year limitation, the Surety consents and agrees that any legal action against it under this Performance Bond may be brought in the 19<sup>th</sup> Judicial District Court for the Parish of East Baton Rouge, State of Louisiana, hereby irrevocably submitting itself to the jurisdiction and venue of such court.

A "default" shall be the Principal's failure, neglect or refusal to carry out its obligation to plug and abandon the Subject Well, remove platforms or restore the surface of the sites and/or Leases, or to pay the cost thereof, when and if it is required to do so under the terms of the Leases or by Rule, Regulation or Order of the Commissioner of Conservation or by the laws of the State of Louisiana.

No amendment of or supplement to the terms or provisions of any Lease(s) or any assignment and/or release of the Lease(s) thereof by the Principal, its successors or assigns, and no delay, neglect or failure of the Obligee to proceed promptly in the premises in case of any default on the part of the Principal shall in any degree relieve the Principal and the Surety or any of them or their obligations under this Bond.

However, in the event of an assignment of any Lease or the Well or the facilities or any of them by the Principal, the Principal shall cause its assignee to post security with the Commissioner of Conservation, in a form and in an amount acceptable to the Commissioner of Conservation. If and when such security has been accepted by the Commissioner of Conservation, then the Obligee will issue a release of this Bond, within sixty(60) days, in whole or in part, in the event of an assignment of less than all of the Leases, Subject Wells and facilities.

No right of action shall accrue on this Performance Bond to or for the use of any person or corporation other than the Principal, the Obligee, their heirs, executors, administrators or successors.

The Surety shall, no later than the renewal date each and every calendar year, provide the Commissioner of Conservation with an annual financial report or other documents to establish the Surety's financial solvency.

In the event that the Principal shall commence any proceeding under bankruptcy, reorganization, arrangement, insolvency, dissolution or liquidation law of any jurisdiction, then the Surety and/or the Principal shall notify the Commissioner of Conservation. Regardless of the occurrence of the aforementioned conditions, this Bond will remain in full force and effect:

NOW, THEREFORE, if the said Principal shall faithfully observe and honestly comply with the provisions contained herein, then this obligation shall become null and void and of no effect.

The Obligee will issue a release of this Bond within a reasonable time period, but in no instance longer than thirty(30) days after receipt of satisfactory evidence( a report from the proper regulatory authority) of the Principal's full and faithful performance and compliance with the obligation of this Performance Bond.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this 15th day of May, 2008, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative pursuant to the authority of its governing body.

Witnesses:

Axis Onshore, LP  
PRINCIPAL (Operator Name)

(Two Witnesses Required)

BY: \_\_\_\_\_  
Authorized Signature of Operator

\_\_\_\_\_  
(Typed Name/Title)

Witnesses:

Ellen D. Sey  
Janifer Hill  
(Two Witnesses Required)

RLI Insurance Company  
SURETY (Bonding Company Name)

BY: Paul M. O'Sullivan  
(Signature)

Paul M. O'Sullivan, Attorney-in-Fact  
(Typed Name/Title)

APPROVED, ACCEPTED AND EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

Witnesses:

OFFICE OF CONSERVATION  
STATE OF LOUISIANA

(Two Witnesses Required)

BY: \_\_\_\_\_  
COMMISSIONER OF CONSERVATION

FORM: FS-PB  
(01/31/2007)



Page \_\_\_\_ of \_\_\_\_

**EXAMPLE**

**Exhibit "A"**

Operator of Record Axis Onshore, LP RLI Insurance Company  
(Financial Institution)

LOC/CD/Bond No. RLB0011657

Wells Covered by Security		
Well Name & No.	Field	Serial Number*
SL 18994 No. 1	Breton Sound Block 2	Unassigned



RLB0011657

RLI Surety  
A division of RLI Insurance Company

## POWER OF ATTORNEY

RLI Insurance Company

### ***Know All Men by These Presents:***

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: PAUL M. O'SULLIVAN in the City of HOUSTON, State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

**\$120,000.00**

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers-of-Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:

Jean M. Stephenson  
CORPORATE SECRETARY

State of Illinois )  
County of Peoria ) SS



RLI INSURANCE COMPANY

Michael J. Stone  
PRESIDENT

On this 15 day of May 2008 before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery  
Notary Public



BOND RIDER NO. 1

Attaching to and forming part of Surety Performance Bond No. RLB0011711, effective May 29, 2008, on behalf of Axis Onshore, LP as Principal, in favor of the Mississippi State Oil and Gas Board as Obligee, in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00)

It is understood and agreed that effective May 29, 2008, "Well Information" is amended to read "Blanket Bond" and the Plugging and Abandonment Amount is amended to read \$100,000.00.

It is also understood and agreed that effective June 15, 2008, wells covered under this bond are amended as listed on the attached Schedule "A".

All other conditions and terms to remain as originally written.

Signed, sealed and dated this 20<sup>th</sup> day of June 2008.

Axis Onshore, LP  
Principal

By: \_\_\_\_\_

RLI Insurance Company  
8 Greenway Plaza, Suite 400  
Houston, TX 77046

Surety

By: Paul M. O'Sullivan  
Paul M. O'Sullivan, Attorney-in-Fact

## Northern District of Texas Claims Register

10-33565-sgj11 TriDimension Energy, L.P.

**Judge:** Stacey G. Jernigan

**Chapter:** 11

**Office:** Dallas

**Last Date to file claims:** 07/28/2010

**Trustee:**

**Last Date to file (Govt):**

<i>Creditor:</i> (13360235) James R. Jorgensen RLI Insurance Company 9025 N. Lindbergh Dr Peoria, IL 61615	<i>Claim No:</i> 22 <i>Original Filed</i> <i>Date:</i> 07/07/2010 <i>Original Entered</i> <i>Date:</i> 07/07/2010	<i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> Jorgensen, Jim <i>Modified:</i>
Unsecured claimed: \$1169525.00		
<b>Total      claimed: \$1169525.00</b>		

**History:**

Details    22-1    07/07/2010 Claim #22 filed by James R. Jorgensen, total amount claimed: \$1169525 (Jorgensen, Jim )

Description: (22-1) Issuance of Surety Bonds

Remarks:

### Claims Register Summary

**Case Name:** TriDimension Energy, L.P.

**Case Number:** 10-33565-sgj11

**Chapter:** 11

**Date Filed:** 05/21/2010

**Total Number Of Claims:** 1

	Total Amount Claimed	Total Amount Allowed
<b>Unsecured</b>	\$1169525.00	
<b>Secured</b>		
<b>Priority</b>		
<b>Unknown</b>		
<b>Administrative</b>		
<b>Total</b>	<b>\$1169525.00</b>	<b>\$0.00</b>