

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority, duly commissioned and qualified in the State of Louisiana and the Parish of Lafayette, personally came and appeared,

BETTY D. BLANCHARD

who, being first duly sworn deposed and said:

That since at least 1954 and most certainly since the death of my husband, Joseph A. Blanchard, III in 1961, the firm of Bauer, Damall & Fleming (and/or its successor firms in name) had represented myself in many legal matters but most particularly in all mineral matters. The individual members of that law firm that represented me were at least Robert "Buddy" Fleming, Bernard "Bernie" E. Boudreaux, Newman Trowbridge, Jr. and finally Mary Coon Biggs.

That in 1981 Newman Trowbridge, Jr. (hereinafter referred to as "Trowbridge") advised my daughter, Nancy Blanchard, and myself that "he would take care of her (my) minerals for her (me)." That after that assurance by him, I entrusted him and/or his firm to do just that - with my best interest in mind. That after that date and with that assurance in mind, Trowbridge legally represented me in mineral matters but most specifically with respect to my repeated demand efforts to release the oil and gas lease held by ARCO on my property known as Park Plantation. After Trowbridge had personal and private discussions with ARCO on my behalf he advised me that any formal demand placed upon ARCO would be rejected; that the lease was not cancelable. To evidence how serious I was to obtain a release, I personally visited ARCO even after being told by Trowbridge that it was not possible to get the lease released. They refused to release any of my acreage. I was frustrated by this refusal.

That in February or March of 1986, Mary Coon Biggs (hereinafter referred to as "Biggs") legally represented me with regard to a letter I received from John Hine (hereinafter referred to as "Hine") on behalf of Hine & Associates from Houston, Texas whereby he and his business associates offered to buy my mineral royalty on Park Plantation for \$80,000.00. I had no idea who Hine was. Biggs told me who he was and what he was attempting to acquire. The request was insulting and I rejected any thought of his offer. At that time I also discussed with Biggs my longstanding displeasure with ARCO and again expressed my desire to have the lease broken.

That neither Biggs nor any other member of her law firm at any time explained to me the nature and/or the extent of the business relationships and/or associations among Hine, his businesses and/or any of his business associates and any member of her law firm (but especially Biggs and/or Trowbridge) and/or any of their associations with any other parties having either personal and/or business interests in my minerals and/or land.

That in the act of withholding that information related to those existing conflicts of interest within her firm, Biggs, after speaking with Paul Maclean (hereinafter referred to as "Maclean") on or about April 7 or 8, 1986 scheduled a meeting at her office on April 11, 1986 with Andrew McCollam, Jr.

EXHIBIT N

(hereinafter referred to as "McCollam"), Maclean and myself. Biggs was my legal representative at that meeting. The purpose of that meeting was for McCollam and Maclean to present to my legal counsel in my presence a proposal to obtain a release of my oil and gas lease with ARCO. They proposed to deliver a Letter of Demand to ARCO on my behalf using their own money - no expense to me - I was just to promise to give them the lease if they were successful in breaking it with ARCO. As landowner, I was to receive a royalty payment of 22 1/2%. At no time either before, during or after that meeting did Biggs disclose that any person in her law firm had personal and/or business conflicts of interest with Hine and/or any of his business associates.

Two or three days after that meeting Biggs telephoned me to say that she could no longer represent me because of a conflict of interest within her law firm. She informed me that her law partner, Trowbridge, had informed her that he wanted that lease himself and that he and his associates were going to buy it from ARCO. At no time had she told me that she intended talking with Trowbridge in connection with my property and/or the proposal presented before her by McCollam and Maclean.

After advising me of her law partner's intentions, she asked me if I knew of another attorney to hire in the face of her firm's conflict of interest. Since first coming to live in Louisiana and certainly since my husband's death in 1981, only Biggs' law firm had represented me in such oil and gas legal matters. I had no idea where to seek new legal counsel. Biggs suggested John Earl Coleman, Jr. (hereinafter referred to as "Coleman"). She telephoned Coleman and arranged an appointment for me with him.

Coleman did in-fact legally represent me commencing in April of 1986 until at least July of 1988. This legal representation included at least writing letters to ARCO, meeting(s) arranged and attended by him on my behalf with ARCO, meetings with Gilbert Hebert, Landman and myself and numerous telephone conversations with Jim Ross and/or Maclean. Coleman never presented me with a billing for and/or an accounting of any of this legal work done on my behalf. Due to an admitted conflict of interest he ceased representation of me as I pursued my demand lawsuit against ARCO, Hine and his business associates (which included his partner Trowbridge). Coleman legally represented me once again after the settlement of the lawsuit against ARCO. When asked in his interview by my daughter whether he could/would legally represent me as it concerned Park Plantation he said that he no longer had the conflicts of interest he had had in 1988. He also said that "they had really boxed her [me]."

WITNESS:

AFFIANT:

Shelley Morcief

Amysto

Betty D. Blanchard

BETTY D. BLANCHARD

Sworn to and subscribed before me this 5th day of October, 2000

Rosemary Calender

NOTARY PUBLIC