

## AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ST. MARY

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

BETTY D. BLANCHARD

who, being first duly sworn deposed and said;

That when G. Tim Alexander, III Attorney (hereinafter referred to as "Alexander"), attorney of record on behalf of myself and Paul Maclean and/or Cameron B. Simmons, Attorney (hereinafter referred to as "Simmons") representing only myself in that litigation entitled, "Betty D. Blanchard et al versus ARCO et al," St. Mary Parish, Louisiana, (Court Docket No. 77,796) proceeded into court on August 22, 1995 and entered into the record an agreement and/or stipulations that settled the above-described litigation, I was never aware of any negotiations that would have included as part of the final settlement of that litigation my agreement to sell 150 acres of Park Plantation. Neither was I present at the entering of that agreement and/or those stipulations into the court record nor did I verbally agree to sign, initial or even know of any document, agreement and/or stipulations which in any manner stated that I would sell 150 acres of my land. At no time did I know of or approve of that agreement and/or those stipulations being entered into the court record on August 22, 1995 or at any other time.

That on August 23, 1995 when presented with the papers to sign saying that I would sell those 150 acres of Park Plantation to Atlantic Richfield Company, Texaco, Inc., Texaco Exploration and Production, Inc., TXO Production Corporation, Tortuga Operating Company, Tortuga Interests, Inc., Blanchard 1986, Ltd., John E. Hine and Peter L. Turbett (hereinafter collectively referred to as the "Defendants") for \$800.00 per acre, because I had never agreed to sell those 150 acres nor had I ever authorized Alexander and/or Simmons to state that I had agreed to do so, I absolutely refused to sign those papers.

That to the best of my knowledge it was because Alexander and/or Simmons had entered that agreement and/or those stipulations in the court record on August 22, 1995 and because I continued to refuse to sell those 150 acres to the Defendants I had to hire another attorney to save my 150 acres from the Defendants. I hired Dale Hayes, Attorney (hereinafter referred to as "Hayes") in 1995 to save my land.

That Hayes legally represented me at a Hearing on February 6, 1996 called by the Defendants in an effort to force me to sell my land. At that Hearing there was no courtroom testimony but all the attorneys met in the Judge's chambers and/or conducted private meetings. Neither Paul Maclean nor I attended those meetings.

— EXHIBIT S —

That after those meetings Hayes presented me with a short paper which was a product of those meetings explaining to me that what "he had been able to get for me" was an agreement stating that if I were ever to decide to sell those 150 acres, the Defendants would have the first refusal to buy that acreage at \$800.00 per acre. Since I had no intention of ever selling any of this property and since, Hayes assured me, if I didn't sign this document the Defendants would compel me to sign the first agreement stipulated to in court on August 22, 1995 and thereby sell my land to the Defendants, I signed that short paper which Hayes presented to me in the presence of Sheila O'Neil Lobdell and Paul Maclean. I did not then nor do I have now a copy of that short document which I signed at his instruction.

That at no time did I ever knowingly sign nor did Hayes explain to me what has been presented to me and explained by my daughter, Nancy Blanchard, as two (2) of the final sets of agreements that ended that litigation in 1996, namely, these particular documents are:

1. OPTION TO PURCHASE IMMOVABLE PROPERTY FROM BETTY D. BLANCHARD TO ATLANTIC RICHFIELD COMPANY, TEXACO INC., TEXACO EXPLORATION AND PRODUCTION, INC., TXO PRODUCTION CORPORATION, BLANCHARD 1988 LTD., TORTUGA OPERATING COMPANY, TORTUGA INTEREST, INC., JOHN E. HINE AND PETER L. TURBETT

2. AMENDMENT AND RATIFICATION OF OIL, GAS AND MINERAL LEASE.

WITNESS:

AFFIANT:

Marilyn V. DeLatta

Yvonne L. Thomas

Betty D. Blanchard

BETTY D. BLANCHARD

Sworn to and subscribed before me this 31<sup>st</sup> day of August, 2000

Betty V. DeLatta

NOTARY PUBLIC