SECTION

Re: Oil and Gas Lease Offering
February 9, 1982
(OCS Sale No. 67)

Manager, New Orleans Outer Continental
Shelf Office
Bureau of Land Management
Hale Boggs Federal Building
500 Camp Street
Suite 841
New Orleans, Louisiana 70130

Oil and Gas Bid

The following bid is submitted for an oil and gas lease on the tract of the Outer Continental Shelf specified below:

Tract No.	Total Amount Bid	Amount Per Acre	Amount of Cash Bonus Submitted with Bid
67-34	$2,279,000.00	$779.22	$455,800.00

Proportionate Interest of
Companies Submitting Bid

Qualification No. N.O. Misc. No. 689

Percent Interest 75.00000

SHELL OFFSHORE INC.
P. O. Box 60124
New Orleans, Louisiana 70160

J. M. McLean

Qualification No. N.O. Misc. No. 573

Percent Interest 7.39645

FLORIDA EXPLORATION COMPANY
1990 Post Oak Boulevard
Suite 1400
Houston, Texas 77056

T. P. McConn

Qualification No. N.O. Misc. No. 291

Percent Interest 7.39645

FLUOR OIL AND GAS CORPORATION
1600 Broadway, Suite 1050
Denver, Colorado 80202

J. F. Milor

Qualification No. N.O. Misc. No. 169

Percent Interest 2.81065

CROWN CENTRAL PETROLEUM CORPORATION
4747 Bellaire Boulevard
Bellaire, Texas 77401

Richard M. Kobdish

Qualification No. N.O. Misc. No. 105

Percent Interest 7.39645

APACHE CORPORATION
1200 Travis, Suite 1900
Houston, Texas 77002

Philip W. Livingston

NOTE: A certified copy of the articles of incorporation of each bidder above, evidence that the person signing this bid for said bidder has the authority to do so, and completed Forms 1140-7 (December 1971) and 1140-8 (November 1973) for each bidder have been previously furnished you and as to each bidder are to be found in the New Orleans Qualification File in your office designated opposite said bidder's name.

NOTE: There accompanies this bid, in addition to one-fifth of the cash bonus, the sworn statement of each bidder required by Paragraph 3 of the Notice of Lease Sale, expanded to more specifically state that each bid by a bidder participating in the joint bid is not disqualified under 43 CFR 3316.3-4(c).

NOTE: Ownership interest subject to purchase options set forth in a letter to the BLM dated February 4, 1982, from Shell Offshore Inc., Florida Exploration Company, Fluor Oil and Gas Corporation, Apache Corporation and Crown Central Petroleum Corporation.

JOINT BIDDER'S STATEMENT

I hereby certify that Shell Offshore Inc. (entity submitting bid) is eligible under 43 CFR 3316.3 to bid jointly with the other parties submitting this bid.

The undersigned further swears and affirms that the accompanying joint bid participated in by Shell Offshore Inc. (entity submitting bid) is not disqualified under 43 CFR 3316.3-4(c).

J. M. McLean

SWORN TO AND SUBSCRIBED before me this 4th day of February, 1982.

Notary Public

EDMUND T. O'BRIEN
Embossed hereon is my Orleans Parish
Notary Public Seal
My commission is issued for life

JOINT BIDDER'S STATEMENT

I hereby certify that Florida Exploration Company (entity submitting bid) is eligible under 43 CFR 3316.3 to bid jointly with the other parties submitting this bid.

The undersigned further swears and affirms that the accompanying joint bid participated in by Florida Exploration Company (entity submitting bid) is not disqualified under 43 CFR 3316.3-4(c).

T. P. McConn

SWORN TO AND SUBSCRIBED before me this 4th day of February, 1982.

Notary Public

EDMUND T. O'BRIEN
Embossed hereon is my Orleans Parish
Notary Public Seal
My Commission is issued for life.

JOINT BIDDER'S STATEMENT

I hereby certify that Fluor Oil and Gas Corporation (entity submitting bid) is eligible under 43 CFR 3316.3 to bid jointly with the other parties submitting this bid.

The undersigned further swears and affirms that the accompanying joint b'd participated in by Fluor Oil and Gas Corporation (entity submitting bid) is not disqualified under 43 CFR 3316.3-4(c).

J. P. Miller

SWORN TO AND SUBSCRIBED before me this 4th day of February, 1982.

Notary Public

EDMUND T. O'BRIEN
Embossed hereon is my Orleans Parish
State of La. Notary Public Seal
My Commission is issued for life.

JOINT BIDDER'S STATEMENT

I hereby certify that Crown Central Petroleum Corporation (entity submitting bid) is eligible under 43 CFR 3316.3 to bid jointly with the other parties submitting this bid.

The undersigned further swears and affirms that the accompanying joint bid participated in by Crown Central Petroleum Corporation (entity submitting bid) is not disqualified under 43 CFR 3316.3-4(c).

Richard M. Kobdish

SWORN TO AND SUBSCRIBED before me this 4th day of February, 1982.

Notary Public

EDMUND T. O'BRIEN
Embossed hereon is my Orleans Parish State of La. Notary Public Seal My commission is issued for life.

JOINT BIDDER'S STATEMENT

I hereby certify that Apache Corporation (entity submitting bid) is eligibie under 43 CFR 3316.3 to bid jointly with the other parties submitting this bid.

The undersigned further swears and affirms that the accompanying joint bid participated in by Apache Corporation (entity submitting bid) is not disqualified under 43 CFR 3316.3-4(c).

Philip W. Livingston

SWORN TO AND SUBSCRIBED before me this 4th day of February, 1982.

Notary Public

EDMUND T. O'BRIEN
Embossed hereon is my Orleans Parish
State of La. Notary Public Seal
My Commission is issued for life.

IN REPLY REFER TO
5008

United States Department of the Interior

BUREAU OF LAND MANAGEMENT

NEW ORLEANS OUTER CONTINENTAL SHELF OFFICE
HALE BOGGS FEDERAL BUILDING
500 CAMP STREET-SUITE 841
NEW ORLEANS, LA 70130

February 17, 1982
(Date)

I have received the following OCS lease(s) for execution. The lease(s) must be returned and in this office not later than the 15th day after receipt hereof.

OCS-G No.	Tract No.	OCS-G No.	Tract No.
4997	67-20	5100	67-196
5001	67-24	5101	67-197
5008	67-34	5102	67-198
5044	67-89	5103	67-204
5047	67-93	5104	67-205
5052	67-100	5105	67-212
5072	67-126	5106	67-213
5098	67-189	5107	67-219
5099	67-190		

Please sign and return the original copy of this letter for our records.

Barbara Kovach
(Signature)

Shell Offshore Inc.
(Company)

February 18, 1982
(Date)

SHELL OFFSHORE INC.
P. O. Box 61933
New Orleans, Louisiana 70161

March 5, 1982

HAND-DELIVERED

Bureau of Land Management
ATTN Mr. John L. Rankin, Manager
New Orleans OCS Office
Hale Boggs Federal Building
500 Camp Street, Suite 841
New Orleans, LA 70130

Gentlemen:

SUBJECT: GULF OF MEXICO
OCS LEASE SALE NO. 67
FEBRUARY 9, 1982

In compliance with your Action Letters of February 18, 1982, concerning the captioned sale, enclosed please find a Shell Offshore Inc. check numbered 990024, dated March 5, 1982, in the amount of $119,720,441.00 representing the balance of the bonuses due ($119,441,600.00) and the first year's rentals due ($278,841.00) for the leases described in our transmittal letter to you of March 3, 1982. Upon final approval, please execute the leases awarded to Shell Offshore Inc., et al on behalf of the U.S.A. and forward executed copies of same to our office, together with the appropriate receipts.

We request that you acknowledge receipt of the above-described check in the space provided below and return the enclosed copy of this letter to our office.

Very truly yours,

Frank D. Steele

For: D. K. Galtney
Division Manager
Land

FDS:KHS

Enclosures

RECEIVED SHELL OFFSHORE INC.'S CHECK NO. 990024

THIS 5TH DAY OF MARCH, 1982.

BUREAU OF LAND MANAGEMENT

BY: La Nelle Bachm

SHELL OFFSHORE INC.
P. O. Box 61933
New Orleans, Louisiana 70161

March 3, 1982

HAND-DELIVERED

Bureau of Land Management
ATTN: Mr. John L. Rankin, Manager
New Orleans OCS Office
Hale Boggs Federal Building
500 Camp Street, Suite 841
New Orleans, Louisiana 70130

Gentlemen:

SUBJECT: GULF OF MEXICO
OCS LEASE SALE NO. 67
FEBRUARY 9, 1982

In compliance with your Action Letters of February 18, 1982, concerning the captioned lease sale, enclosed please find three (3) copies of each of the leases shown below which have been executed on behalf of Shell Offshore Inc., et al.

OCS-G LEASE NO.	TRACT NO.
4997	67- 20
5001	67- 24
5008	67- 34
5044	67- 89
5047	67- 93
5052	67-100
5072	67-126
5098	67-189
5099	67-190
5100	67-196
5101	67-197
5102	67-198
5103	67-204
5104	67-205
5105	67-212
5106	67-213
5107	67-219

Also enclosed are four (4) copies of the completed Designation of Operator forms designating Shell Offshore Inc. as Operator of the blocks covered by OCS-G Lease Nos. 4997, 5001, 5008, 5044, 5047, 5052 and 5072.

We ask that you acknowledge receipt of the above-mentioned leases and Designation of Operator forms in the space provided below and advise whether they are in proper order. Please be advised that our check covering the balance of the bonus and first year's rental due for said leases will be delivered to your office in a timely manner.

Yours very truly,

Frank D. Steele

For: D. K. Galtney
Division Manager
Land

FDS:jr

Enclosures

RECEIVED THE ABOVE-MENTIONED LEASES
THIS 4th DAY OF MARCH, 1982.

BUREAU OF LAND MANAGEMENT
BY: La Nelle Boehm

Form 3300–1
(September 1978)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OIL AND GAS LEASE OF SUBMERGED LANDS UNDER THE OUTER CONTINENTAL SHELF LANDS ACT

Office	Serial number
New Orleans, LA	**OCS-G 5008**
Cash bonus	Rental rate
$2,279,000.00	**$3.00 per acre**
Minimum royalty rate	Royalty rate
$3.00 per acre	**16 2/3 percent**
Work commitment	Profit share rate

This lease is effective as of **APR 1 1982** (hereinafter called the "Effective Date") by and between the United States of America (hereinafter called the "Lessor"), by the **Manager, New Orleans OCS Office,** Bureau of Land Management, its authorized officer, and

Shell Offshore Inc.	**75.00000%**
Florida Exploration Company	**7.39645%**
Fluor Oil and Gas Corporation	**7.39645%**
Crown Central Petroleum Corporation	**2.81065%**
Apache Corporation	**7.39645%**

(hereinafter called the "Lessee"). In consideration of any cash payment heretofore made by the Lessee to the Lessor and in consideration of the promises, terms, conditions, and covenants contained herein, including the Stipulation(s) numbered **1** attached hereto, the Lessee and Lessor agree as follows:

Sec. 1. Statutes and Regulations. This lease is issued pursuant to the Outer Continental Shelf Lands Act of August 7, 1953, 67 Stat. 462 as amended; 43 U.S.C. 1331 et. seq. (hereinafter called the "Act"). The lease is issued subject to the Act; Sections 302 and 303 of the Department of Energy Organization Act, 91 Stat. 578, 42 U.S.C. 7152 and 7153; all regulations issued pursuant to such statutes and in existence upon the effective date of this lease; all regulations issued pursuant to such statutes in the future which provide for the prevention of waste and the conservation of the natural resources of the Outer Continental Shelf, and the protection of correlative rights therein; and all other applicable statutes and regulations.

Sec. 2. Rights of Lessee. The Lessor hereby grants and leases to the Lessee the exclusive right and privilege to drill for, develop, and produce oil and gas resources, except helium gas, in the submerged lands of the Outer Continental Shelf described as follows:

All of Block 120, High Island Area, East Addition, as shown on OCS Leasing Map, Texas Map No. 7A

(Continued on reverse)

containing approximately **2924.73** acres or hectares (hereinafter referred to as the "leased area").
These rights include:

(a) the nonexclusive right to conduct within the leased area geological and geophysical explorations in accordance with applicable regulations;

(b) the nonexclusive right to drill water wells within the leased area, unless the water is part of geopressured-geothermal and associated resources, and to use the water produced therefrom for operations pursuant to the Act free of cost, on the condition that the drilling is conducted in accordance with procedures approved by the Director of the United States Geological Survey or the Director's delegate (hereinafter called the "Director"); and

(c) the right to construct or erect and to maintain within the leased area artificial islands, installations, and other devices permanently or temporarily attached to the seabed and other works and structures necessary to the full enjoyment of the lease, subject to compliance with applicable laws and regulations.

Sec. 3. Term. This lease shall continue for an initial period of **five** years from the Effective Date of the lease and so long thereafter as oil or gas is produced from the leased area in paying quantities, or drilling or well reworking operations, as approved by the Lessor, are conducted thereon.

Sec. 4. Rentals. The Lessee shall pay the Lessor, on or before the first day of each lease year which commences prior to a discovery in paying quantities of oil or gas on the leased area, a rental of **$3.00** per acre (per hectare) or fraction thereof.

Sec. 5. Minimum Royalty. The Lessee shall pay the Lessor at the expiration of each lease year which commences after a discovery of oil and gas in paying quantities, a minimum royalty of **$3.00** per acre (per hectare) or fraction thereof or, if there is production, the difference between the actual royalty required to be paid with respect to such lease year and the prescribed minimum royalty, if the actual royalty paid is less than the minimum royalty.

Sec. 6. Royalty on Production. (a) The Lessee shall pay a fixed royalty of **16 2/3** percent in amount or value of production saved, removed, or sold from the leased area. Gas of all kinds (except helium) is subject to royalty. The Lessor shall determine whether production royalty shall be paid in amount or value.

(b) The value of production for purposes of computing royalty on production from this lease shall never be less than the fair market value of the production. The value of production shall be the estimated reasonable value of the production as determined by the Lessor, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field or area, to the price received by the Lessee, to posted prices, to regulated prices, and to other relevant matters. Except when the Lessor, in its discretion, determines not to consider special pricing relief from otherwise applicable Federal regulatory requirements, the value of production for the purposes of computing royalty shall not be deemed to be less than the gross proceeds accruing to the Lessee from the sale thereof. In the absence of good reason to the contrary, value computed on the basis of the highest price paid or offered at the time of production in a fair and open market for the major portion of like-quality products produced and sold from the field or area where the leased area is situated, will be considered to be a reasonable value.

(c) When paid in value, royalties on production shall be due and payable monthly on the last day of the month next following the month in which the production is obtained, unless the Lessor designates a later time. When paid in amount, such royalties shall be delivered at pipeline connections or in tanks provided by the Lessee. Such deliveries shall be made at reasonable times and intervals and, at the Lessor's option, shall be effected either (i) on or immediately adjacent to the leased area, without cost to the Lessor, or (ii) at a more convenient point closer to shore or on shore, in which event the Lessee shall be entitled to reimbursement for the reasonable cost of transporting the royalty substance to such delivery point. Lessee shall not be required to provide storage for paid in amount in excess of tankage required whe paid in value. When royalties are paid in amount, shall not be held liable for the loss or destruction of alty oil or other liquid products in storage from causes over which the Lessee has no control.

Sec. 7. Payments. The Lessee shall make all payments to the Lessor by check, bank draft, or money order unless otherwise provided by regulations or by direction of the Lessor. Rentals, royalties, and any other payments required by this lease shall be made payable to the United States Geological Survey and tendered to the Director, except that filing charges, bonuses, first year's rental, and other payments due upon lease issuance, shall be made payable to the Bureau of Land Management and remitted to the Manager of the appropriate field office of that Bureau.

Sec. Bonds. The Lessee shall maintain at all times the bond(s) required by regulation prior to the issuance of the lease and shall furnish such additional security as may be required by the Lessor if, after operations have begun, the Lessor deems such additional sec to be necessary

Sec. 9. Plans. The Lessee shall conduct all operations on the leased area in accordance with approved exploration plans, and approved development and production plans as are required by regulations. The Lessee may depart from an approved plan only as provided by applicable regulations.

Sec. 10. Performance. The Lessee shall comply with all regulations and orders relating to exploration, development, and production. After due notice in writing, the Lessee shall drill such wells and produce at such rates as the Lessor may require in order that the leased area or any part thereof may be properly and timely developed and produced in accordance with sound operating principles.

Sec. 11. Directional Drilling. A directional well drilled under the leased area from a surface location on nearby land not covered by this lease shall be deemed to have the same effect for all purposes of the lease as a well drilled from a surface location on the leased area. In those circumstances, drilling shall be considered to have been commenced on the leased area when drilling is commenced on the nearby land for the purpose of directionally drilling under the leased area, and production of oil or gas from the leased area through any directional well surfaced on nearby land or drilling or reworking of any such directional well shall be considered production or drilling or reworking operations on the leased area for all purposes of the lease. Nothing contained in this Section shall be construed as granting to the Lessee any interest, license, easement, or other right in any nearby land.

Sec. 12. Safety Requirements. The Lessee shall (a) maintain all places of employment within the leased area in compliance with occupational safety and health standards and, in addition, free from recognized hazards to employees of the Lessee or of any contractor or subcontractor operating within the leased area;

(b) maintain all operations within the leased area in compliance with regulations intended to protect persons, property, and the environment on the Outer Continental Shelf; and

(c) allow prompt access, at the site of any operation subject to safety regulations, to any authorized Federal inspector and shall provide any documents and records which are pertinent to occupational or public health, safety, or environmental protection as may be requested.

Sec. 13. Suspension and Cancellation. (a) The Lessor may suspend or cancel this lease during the initial lease term or thereafter pursuant to Section 5 of Act and compensation shall be paid when provided by (.

(b) The Lessor may, upon recommendation of the Secretary of Defense, during a state of war or national emergency declared by Congress or the President of the United States, suspend operations under the lease, as provided in Section 12(c) of the Act, and just compensation shall be paid to the Lessee for such suspension.

Sec. 14. Indemnification. The Lessee shall indemnify the Lessor for, and hold it harmless from, any claim, including claims for loss or damage to property or injury to persons caused by or resulting from any operation on the leased area conducted by or on behalf of the Lessee. However, the Lessee shall not be held responsible to the Lessor under this section for any loss, damage, or injury caused by or resulting from:

(a) negligence of the Lessor other than the commission or omission of a discretionary function or duty on the part of a Federal agency whether or not the discretion involved is abused; or

(b) the Lessee's compliance with an order or directive of the Lessor against which an administrative appeal by the Lessee is filed before the cause of action for the claim arises and is pursued diligentiy thereafter.

Sec. 15. Disposition of Production. (a) As provided in Section 27(a)(2) of the Act, the Lessor shall have the right to purchase not more than 16-2/3 percent by volume of the oil and gas produced pursuant to the lease at the regulated price, or if no regulated price applies, at the fair market value at the well head of the oil and gas saved, removed, or sold, except that any oil or gas obtained by the Lessor as royalty or net profit share shall be credited against the amount that may be purchased under this subsection.

(b) As provided in Section 27(d) of the Act, the Lessee shall take any Federal oil or gas for which no acceptable bids are received, as determined by the Lessor, and which is not transferred to a Federal agency pursuant to Section 27(a)(3) of the Act, and shall pay to the Lessor a cash amount equal to the regulated price, or if no regulated price applies, the fair market value of the oil or gas so obtained.

(c) As provided in Section 8(b)(7) of the Act, the Lessee shall offer 20 percent of the crude oil, condensate, and natural gas liquids produced on the lease, at the market value and point of delivery as provided by regulations applicable to Federal royalty oil, to small or independent refiners as defined in the Emergency Petroleum Allocation Act of 1973.

(d) In time of war, or when the President of the United States shall so prescribe, the Lessor shall have the right of first refusal to purchase at the market price all or any portion of the oil or gas produced from the leased area, as provided in Section 12(the Act.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Outer Continental Shelf, Gulf of Mexico
Oil and Gas Lease Sale No. 67

Stipulation 1 OCS-G 5008

If the DCM, having reason to believe that a site, structure, or object of historical or archaeological significance hereinafter referred to as "cultural resource," may exist in the lease area, gives the lessee written notice that the lessor is invoking the provisions of this stipulation, the lessee shall upon receipt of such notice comply with the following requirements:

Prior to any drilling activity or the construction or placement of any structure for exploration or development on the lease, including, but not limited to, well drilling and pipeline and platform placement, hereinafter in this stipulation referred to as "operation," the lessee shall conduct remote sensing surveys to determine the potential existence of any cultural resource that may be affected by such operations. All data produced by such remote sensing surveys as well as other pertinent natural and cultural environmental data shall be examined by a qualified marine survey archaeologist to determine if indicators are present suggesting the existence of a cultural resource that may be adversely affected by any lease operation. A report of this survey and assessment prepared by the marine survey archaeologist shall be submitted by the lessee to the DCM and to the Manager for review.

If such cultural resource indicators are present the lessee shall: (a) locate the site of such operation so as not to affect adversely the identified location; or (b) establish, to the satisfaction of the DCM, on the basis of further archaeological investigation conducted by a qualified marine survey archaeologist or underwater archaeologist using such survey equipment and techniques as deemed necessary by the DCM, either that such operation will not adversely affect the location identified or that the potential cultural resource suggested by the occurrence of the indicators does not exist.

A report of this investigation prepared by the marine survey archaeologist or underwater archaeologist shall be submitted to the DCM and to the Manager for review. Should the DCM determine that the existence of a cultural resource which may be adversely affected by such operation is sufficiently established to warrant protection, the lessee shall take no action that may result in an adverse effect on such cultural resource until the DCM has given directions as to its preservation.

The lessee agrees that if any site, structure, or object of historical or archaeological significance should be discovered during the conduct of any operations on the leased area, he shall report immediately such findings to the DCM and make every reasonable effort to preserve and protect the cultural resource from damage until the DCM has given directions as to its preservation.

Sec. 16. Unitization, Pooling, and Drilling Agreements. Within such time as the Lessor may prescribe, the Lessee shall subscribe to and operate under a unit, pooling, or drilling agreement embracing all or part of the lands subject to this lease as the Lessor may determine to be appropriate or necessary. Where any provision of a unit, pooling, or drilling agreement, approved by the Lessor, is inconsistent with a provision of this lease, the provision of the agreement shall govern.

Sec. 17. Equal Opportunity Clause. During the performance of this lease, the Lessee shall fully comply with paragraphs (1) through (7) of Section 202 of Executive Order 11246, as amended (reprinted in 41 CFR 60-1.4(a)), and the implementing regulations, which are for the purpose of preventing employment discrimination against persons on the basis of race, color, religion, sex, or national origin. Paragraphs (1) through (7) of Section 202 of Executive Order 11246, as amended, are incorporated in this lease by reference.

Sec. 18. Certification of Nonsegregated Facilities. By entering into this lease, the Lessee certifies, as specified in 41 CFR 60-1.8, that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means, but is not limited to, any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Lessee further agrees that it will obtain identical certifications from proposed contractors and subcontractors prior to award of contracts or subcontracts unless they are exempt under 41 CFR 60-1.5.

Sec. 19. Reservations to Lessor. All rights in the leased area not expressly granted to the Lessee by the Act, the regulations, or this lease are hereby reserved to the Lessor. Without limiting the generality of the foregoing, reserved rights include:

(a) the right to authorize geological and geophysical exploration in the leased area which does not unreasonably interfere with or endanger actual operations under the lease, and the right to grant such easements or rights-of-way upon, through, or in the leased area as may be necessary or appropriate to the working of other lands or to the treatment and shipment of products thereof by or under authority of the Lessor;

(b) the right to grant leases for any minerals other than oil and gas within the leased area, except that operations under such leases shall not unreasonably interfere with or endanger operations under this lease;

(c) the right, as provided in Section 12(d) of the Act, to restrict operations in the leased area or any part thereof which may be designated by the Secretary of Defense, with approval of the President, as being with an area needed for national defense, and so long as such designation remains in effect no operations may be conducted on the surface of the leased area or the part thereof included within the designation except with the concurrence of the Secretary of Defense. If operations or production under this lease within, any designated area are suspended pursuant to this paragraph, any payments of rentals and royalty prescribed by this lease likewise shall be suspended during such period of suspension of operations and production, and the term of this lease shall be extended by adding thereto any such suspension period, and the Lessor shall be liable to the Lessee for such compensation as is required to be paid under the Constitution of the United States.

Sec. 20. Transfer of Lease. The Lessee shall file for approval with the appropriate field office of the Bureau of Land Management any instrument of assignment or other transfer of this lease, or any interest therein, in accordance with applicable regulations.

Sec. 21. Surrender of Lease. The Lessee may surrender this entire lease or any officially designated subdivision of the leased area by filing with the appropriate field office of the Bureau of Land Management a written relinquishment, in triplicate, which shall be effective as of the date of filing. No surrender of this lease or of any portion of the leased area shall relieve the Lessee or its surety of the obligation to pay all accrued rentals, royalties, and other financial obligations or to abandon all wells on the area to be surrendered in a manner satisfactory to the Director.

Sec. 22. Removal of Property on Termination of Lease. Within a period of one year after termination of this lease in whole or in part, the Lessee shall remove all devices, works, and structures from the premises no longer subject to the lease in accordance with applicable regulations and orders of the Director. However, the Lessee may with the approval of the Director, continue to maintain devices, works, and structures on the leased area for drilling or producing on other leases.

Sec. 23. Remedies in Case of Default. (a) Whenever the Lessee fails to comply with any of the provisions of the Act, the regulations issued pursuant to the Act, or the terms of this lease, the lease shall be subject to cancellation in accordance with the provisions of Sections 5(c) and (d) of the Act and the Lessor may exercise any other remedies which the Lessor may have, including the penalty provisions of Section 24 of the Act. Furthermore, pursuant to Section 8(o) of the Act, the Lessor may cancel the lease if it is obtained by fraud or misrepresentation.

(b) Nonenforcement by the Lessor of a remedy for any particular violation of the provisions of the Act, the regulations issued pursuant to the Act, or the terms of this lease shall not prevent the cancellation of this lease or the exercise of any other remedies under paragraph (a) of this section for any other violation or for the same violation occurring at any other time.

Sec. 24. Unlawful Interest. No member of, or Delegate to, Congress, or Resident Commissioner, after election or appointment, or either before or after they have qualified, and during this continuance in office, and no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR Part 7, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom. The provisions of Section 3741 of the Revised Statutes, as amended, 41 U.S.C. 22, and the Act of June 25, 1948, 62 Stat. 702, as amended, 18 U.S.C. 431-433, relating to contracts made or entered into, or accepted by or on behalf of the United States, from a part of this lease insofar as they may be applicable.

Shell Offshore Inc.
(Lessee)

L. G. Otteman
(Signature of Authorized Officer)

L. G. Otteman
(Name of Signatory)

President
(Title)

March 1, 1982
(Date)

P. O. Box 61933
New Orleans, Louisiana 70161
(Address of Lessee)

THE UNITED STATES OF AMERICA, Lessor

John L. Rankin
(Signature of Authorized Officer)

John L. Rankin
(Name of Signatory)

Manager
New Orleans Outer Continental Shelf Office
Bureau of Land Management
(Title)

MAR 5 1982
(Date)

(Continued on reverse)

FLORIDA EXPLORATION COMPANY
(Lessee)

T. P. McConn
(Signature of Authorized Officer)

T. P. McConn
(Name of Signatory)

Executive Vice President
(Title)

MAR 2 1982
(Date)

1990 Post Oak Boulevard, Suite 1400
Houston, Texas 770[illegible]5
(Address of Lessee)

APACHE CORPORATION
(Lessee)

P. W. Livingston
(Signature of Authorized Officer)

Philip W. Livingston
(Name of Signatory)

Vice President
(Title)

MAR 2 1982
(Date)

1200 Travis, Suite 1900
Houston, Texas 77002
(Address of Lessee)

FLUOR OIL AND GAS CORPORATION
(Lessee)

J. P. Milor
(Signature of Authorized Officer)

J. P. Milor
(Name of Signatory)

Vice President
(Title)

MAR 2 1982
(Date)

1600 Broadway, Suite 1050
Denver, Colorado 80202
(Address of Lessee)

(Lessee)

(Signature of Authorized Officer)

(Name of Signatory)

(Title)

(Date)

(Address of Lessee)

CROWN CENTRAL PETROLEUM CORPORATION
(Lessee)

Richard M. Kobdish
(Signature of Authorized Officer)

Richard M. Kobdish
(Name of Signatory)

Vice President
(Title)

MAR 2 1982
(Date)

4747 Bellaire Boulevard
Bellaire, Texas 77401
(Address of Lessee)

(Lessee)

(Signature of Authorized Officer)

(Name of Signatory)

(Title)

(Date)

(Address of Lessee)

If this lease is executed by a corporation, it must bear the corporate seal.

GPO 848 - 187

IN REPLY REFER TO
OCS-G 5008

United States Department of the Interior

BUREAU OF LAND MANAGEMENT

NEW ORLEANS OUTER CONTINENTAL SHELF OFFICE
HALE BOGGS FEDERAL BUILDING
500 CAMP STREET—SUITE 841
NEW ORLEANS, LA 70130

Sale Date	Tract Number
2/9/82	67-34
Rental	**Balance of Bonus**
$8,775	$1,823,200.00

ACTION REQUIRED

Name

Shell Offshore Inc.
Post Office Box 60124
New Orleans, Louisiana 70160

Florida Exploration Company
Fluor Oil and Gas Corporation
Crown Central Petroleum Corporation
Apache Corporation

LEASE FORMS TRANSMITTED FOR EXECUTION

Pursuant to Section 8 of the Outer Continental Shelf Lands Act (67 Stat. 462; 43 U.S.C. 1337) as amended (92 Stat. 629), and the regulations pertaining thereto (43 CFR 3300 *et seq.*), your bid for the above tract is accepted.

Your qualifications have been examined and are satisfactory. Accordingly, in order to perfect your rights hereunder, the following action *must* be taken:

☒ 1. Execute and return the three copies of attached lease. *(If lease is executed by an agent, evidence must be furnished of agent's authorization.)*

☒ 2. Pay the balance of bonus and the first year's rental indicated above.

☒ 3. Comply with bonding requirements according to 43 CFR 3914.
Florida Exploration Company
Fluor Oil and Gas Corporation
Crown Central Petroleum Corporation
Apache Corporation

☐ 4. Comply with the affirmative action compliance program requirements of 41 CFR section 60—1.40 within 120 days of the effective date of the lease.

Compliance with requirements 1, 2, and 3 above must be made not later than the 15th day after receipt of this action. Failure to comply will result in forfeiture of the 1/5 bonus deposit and your rights to acquire the lease.

IMPORTANT: *The lease form requires the attachment of the CORPORATE SEAL to all leases executed by corporations.*

Acting Manager

Date FEB 18 1982

Attachments

YM-3300-2 (April 1961)

Form 9-1123
(Rev. Dec. 1967)

(Submit in triplicate to appropriate
Regional Oil and Gas or Mining Supervisor)

DESIGNATION OF OPERATOR

The undersigned is, on the records of the Bureau of Land Management, holder of lease

DISTRICT LAND OFFICE: Gulf of Mexico
SERIAL NO.: Outer Continental Shelf Office
OCS-G 5008

and hereby designates

NAME: Shell Offshore Inc.
ADDRESS: P. O. Box 61933
New Orleans, Louisiana 70161

as his operator and local agent, with full authority to act in his behalf in complying with the terms of the lease and regulations applicable thereto and on whom the supervisor or his representative may serve written or oral instructions in securing compliance with the Operating Regulations with respect to (describe acreage to which this designation is applicable):

All of Block 120, High Island Area, East Addition, as shown on OCS Leasing Map, Texas Map No. 7A.

It is understood that this designation of operator does not relieve the lessee of responsibility for compliance with the terms of the lease and the Operating Regulations. It is also understood that this designation of operator does not constitute an assignment of any interest in the lease.

In case of default on the part of the designated operator, the lessee will make full and prompt compliance with all regulations, lease terms, or orders of the Secretary of the Interior or his representative.

The lessee agrees promptly to notify the supervisor of any change in the designated operator.

FLORIDA EXPLORATION COMPANY

BY: T. P. McConn
(Signature of lessee)

T. P. McConn, Executive Vice President
1990 Post Oak Boulevard, Suite 1400
Houston, TX 77056
(Address)

MAR 2 1982
(Date)

U.S. GOVERNMENT PRINTING OFFICE: 1964—O 720-854

910-536

Form 9-1123
(Rev. Dec. 1987)

(Submit in triplicate to appropriate
Regional Oil and Gas or Mining Supervisor)

DESIGNATION OF OPERATOR

The undersigned is, on the records of the Bureau of Land Management, holder of lease

DISTRICT LAND OFFICE: Gulf of Mexico
SERIAL NO.: Outer Continental Shelf Office
OCS-G 5008

and hereby designates

NAME: Shell Offshore Inc.
ADDRESS: P. O. Box 61933
New Orleans, Louisiana 70161

as his operator and local agent, with full authority to act in his behalf in complying with the terms of the lease and regulations applicable thereto and on whom the supervisor or his representative may serve written or oral instructions in securing compliance with the Operating Regulations with respect to (describe acreage to which this designation is applicable):

All of Block 120, High Island Area, East Addition, as shown on OCS Leasing Map, Texas Map No. 7A.

RECEIVED
12 15 PM '82
NEW ORLEANS, LA.

It is understood that this designation of operator does not relieve the lessee of responsibility for compliance with the terms of the lease and the Operating Regulations. It is also understood that this designation of operator does not constitute an assignment of any interest in the lease.

In case of default on the part of the designated operator, the lessee will make full and prompt compliance with all regulations, lease terms, or orders of the Secretary of the Interior or his representative.

The lessee agrees promptly to notify the supervisor of any change in the designated operator.

FLORIDA EXPLORATION COMPANY

BY: _____
(Signature of lessee)

T. P. McConn, Executive Vice President
1990 Post Oak Boulevard, Suite 1400
Houston, TX 77056
(Address)

MAR 2 1962
(Date)

U.S. GOVERNMENT PRINTING OFFICE: 1984—O-728-354
910-536

OFFICE OF
LEASE RECORDS

U.S. GEOLOGICAL SURVEY
RECEIVED
APR 15 1982
FREEPORT DISTRICT
GULF OF MEXICO OCS OPNS - Freeport, Tex.

FLUOR OIL AND CORPORATION

BY: _____
(Signature of Lessee)
J. P. Milor, Vice President

MAR 2 1982
(Date)

1600 Broadway, Suite 1050
Denver, CO 80202
(Address)

CROWN CENTRAL PETROLEUM CORPORATION

BY: _____
(Signature of Lessee)
Richard M. Kobdish, President

MAR 2 1982
(Date)

4747 Bellaire Boulevard
Bellaire, TX 77401
(Address)

APACHE CORPORATION

BY: _____
(Signature of Lessee)
Philip W. Livingston, Vice President

MAR 2 1982
(Date)

1200 Travis, Suite 1900
Houston, TX 77002
(Address)

FLUOR OIL AND GAS CORPORATION

BY: _____
(Signature of Lessee)
J. P. Milor, Vice President

1600 Broadway, Suite 1050
Denver, CO 80202
(Address)

MAR 2 1982
(Date)

CROWN CENTRAL PETROLEUM CORPORATION

BY: _____
(Signature of Lessee)
Richard M. Kobdish, Vice President

4747 Bellaire Boulevard
Bellaire, TX 77401
(Address)

MAR
(Date)

APACHE CORPORATION

BY: _____
(Signature of Lessee)
Philip W. Livingston, Vice President

1200 Travis, Suite 1900
Houston, TX 77002
(Address)

MAR 2 1982
(Date)

RECEIVED
MAR 11 1982

Form 9-1123
(Rev. Dec. 1967)

(Submit in triplicate to appropriate
Regional Oil and Gas or Mining Supervisor)

DEC 19 3 15 PM '01

MINE
GULF
METAIRIE, LOUISIANA

DESIGNATION OF OPERATOR

The undersigned is, on the records of the Minerals Management Service, holder of lease

DISTRICT LAND OFFICE: Gulf of Mexico
SERIAL NO.: Outer Continental Shelf Office
OCS-G 5008

and hereby designates

NAME: Shell Offshore Inc.
ADDRESS: P. O. Box 61933
New Orleans, Louisiana 70161

as his operator and local agent, with full authority to act in his behalf in complying with the terms of the lease and regulations applicable thereto and on whom the supervisor or his representative may serve written or oral instructions in securing compliance with the Operating Regulations with respect to (describe acreage to which this designation is applicable):

All of Block 120, High Island Area, East Addition, as shown on OCS Leasing Map, Texas Map No. 7A.

It is understood that this designation of operator does not relieve the lessee of responsibility for compliance with the terms of the lease and the Operating Regulations. It is also understood that this designation of operator does not constitute an assignment of any interest in the lease.

In case of default on the part of the designated operator, the lessee will make full and prompt compliance with all regulations, lease terms, or orders of the Secretary of the Interior or his representative.

The lessee agrees promptly to notify the supervisor of any change in the designated operator.

FEC Offshore Inventory Co.

C. D. Anderson
(Signature of lessee)

C. D. Anderson, Vice President
P. O. Box 27711
Houston, Texas 77227
(Address)

DEC 17 1971
(Date)

U.S. GOVERNMENT PRINTING OFFICE: 1968—O-726-354
5 10-536

UNITED STATES DEPARTMENT OF THE INTERIOR
MINERALS MANAGEMENT SERVICE
GULF OF MEXICO REGION
IMPERIAL OFFICE BLDG., 3301 N. CAUSEWAY BLVD.
P. O. BOX 7944
METAIRIE, LOUISIANA 70010

504-837-4720

In Reply Refer To: LE-3-1
OCS-G 5008

Instrument:

Filed : December 19, 1984
Executed : December 17, 1984
Approved : February 25, 1985
Effective : November 28, 1984

Florida Exploration Company
Assignor

FEC Offshore Inventory Co.
Assignee

ACTION: ASSIGNMENT APPROVED

Oil and Gas

The approval of this assignment is restricted to record title interest only, and by virtue of this approval, the Assignee is subject to, and shall fully comply with, all applicable regulations now or to be issued under the Outer Continental Shelf Lands Act, as amended.

Assignor assigned unto Assignee all of Assignor's right, title, and interest.

Record title interest is now held as follows:

OCS-G 5008 All of Block 120, High Island Area, East Addition

Shell Offshore Inc.	75.00000%
FEC Offshore Inventory Co.	7.39645%
Fluor Oil and Gas Corporation	7.39645%
Crown Central Petroleum Corporation	2.81065%
Apache Corporation	7.39645%

for John L. Rankin
Regional Director

cc:
Assignor
Assignee
Parties in Interest
Case File

E INVENTORY CO
3040 [illegible] Boulevard, Suite 200
P.O. Box 27771
Houston, Texas 77227

December 18, 1984

U.S. Department of the Interior
Minerals Management Service
Imperial Office Building
3301 N. Causeway Blvd.
Metairie, Louisiana 70002

DELIVERED UPS
OVERNIGHT SERVICE

Attention: John L. Rankin, Regional Manager

Re: Application for Assignment
of 57 OCS leases,
Gulf of Mexico

Gentlemen:

FEC Offshore Inventory Co.. hereby requests your approval of assignment dated effective as of September 21, 1984, submitted herewith, which conveys all of Florida Exploration Company's interest under 57 OCS leases to FEC Offshore Inventory Co., all as set out in the assignment instrument and its Exhibit "A".

Please refer to your N.O. Misc. Files No. 895 for FEC Offshore Inventory Co. and No. 573 for Florida Exploration Company, for documents qualifying said parties to hold leases and the authority of the person executing this request for approval and of the persons who executed the enclosed documents.

Enclosed are 171 original execution copies of the assignment instrument and three Designation of Operator Forms for each lease covered by the assignment. Also enclosed is Florida Exploration Company's check No. 14508 in the amount of $1,425.00 to cover the filing fee for the assignment.

We hereby request that this assignment be approved effective as of November 28, 1984 and that the approved copy for each of the 57 leases be returned to Judith M. Smith, Senior Attorney, at the above address. Any questions regarding this filing should be directed to Ms. Smith at (713)552-6573.

Very truly yours,

FEC OFFSHORE INVENTORY CO.

C. D. Anderson
Vice President

/jrd
Enclosures

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, FLORIDA EXPLORATION COMPANY, a Texas corporation ("Assignor"), does hereby grant, sell, convey, transfer and deliver unto FEC OFFSHORE INVENTORY CO., a Texas corporation ("Assignee"), all of Assignor's right, title and interest in and to the leases issued by the United States of America and described in Exhibit A which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, according to the terms and conditions of said leases; the Assignee to perform all the conditions, obligations and covenants thereof.

This assignment is made without warranty or recourse except as to persons claiming by, through or under Assignor, but not otherwise and is executed in the presence of two competent witnesses by Assignor on the date set out in its acknowledgment below, but is made effective as of September 21, 1984, subject to approval by the Minerals Management Service of the United States Department of Interior or any other governmental agency having jurisdiction.

WITNESSES:

Michael C. Allin

FLORIDA EXPLORATION COMPANY

By: Jack M. Robertson

Name: Jack M. Robertson

Title: Vice President

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JACK M. ROBERTSON, known to me to be the person whose name is subscribed to the foregoing instrument as VICE PRESIDENT of FLORIDA EXPLORATION COMPANY, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 17th day of December, 1984.

My Commission Expires:

KIMBERLY KAY [illegible]SKY
Notary Public [illegible] Texas
My Commission Expires February 10, 1988
Bonded by L. Alexander Lovett, Lawyers Surety Corp.

Notary Public in and for Harris County, Texas
Printed Name: _____

APPROVED

G. Rogers Pearcy
Acting Regional Director

NOV 28 1984
Effective Date

Exhibit A

Attached to and made a part of
Assignment of Oil and Gas Leases
as of September 21, 1984
From Florida Exploration Company
to FEC Offshore Inventory Co.

1. MMS Serial No: OCS 4378
   Date of Lease: November 1, 1980
   Lessee: Shell Oil Company, et al
   Description: Block 14, Sabine Pass Area, Offshore Louisiana

2. MMS Serial No: OCS 4495
   Date of Lease: November 1, 1980
   Lessee: Shell Oil Company, et al
   Description: Block 32, Chandeleur Area, Offshore Louisiana

3. MMS Serial No: OCS 4762
   Date of Lease: September 1, 1981
   Lessee: Shell Oil Company, et al
   Description: Block 287, West Cameron Area, West Addition, Offshore Louisiana

4. MMS Serial No: OCS 4763
   Date of Lease: September 1, 1981
   Lessee: Shell Oil Company, et al
   Description: Block 296, West Cameron Area, West Addition, Offshore Louisiana

5. MMS Serial No: OCS 4900
   Date of Lease: December 1, 1981
   Lessee: Shell Oil Company, et al
   Description: Block 27, Main Pass Area, Offshore Louisiana

6. MMS Serial No: OCS 4901
   Date of Lease: December 1, 1981
   Lessee: Shell Oil Company, et al
   Description: Block 28, Main Pass Area, Offshore Louisiana

7. MMS Serial No: OCS 4997
   Date of Lease: April 1, 1982
   Lessee: Shell Offshore Inc., et al
   Description: Block 588, Matagorda Island Area, Offshore Texas

8. MMS Serial No: OCS 5008
   Date of Lease: April 1, 1982
   Lessee: Shell Offshore Inc., et al
   Description: Block 120, High Island Area, East Addition, Offshore Texas

9. MMS Serial No: OCS 5072
   Date of Lease: April 1, 1982
   Lessee: Shell Offshore Inc., et al
   Description: Block 909, Mobile Area, Offshore Alabama

10. MMS Serial No: OCS 5278
    Date of Lease: July 1, 1983
    Lessee: Shell Offshore Inc., et al
    Description: Block 78, West Cameron Area, Offshore Louisiana

11. MMS Serial No: OCS 5294
Date of Lease: July 1, 1983
Lessee: Shell Offshore Inc., et al
Description: Block 230, West Cameron Area, Offshore Louisiana

12. MMS Serial No: OCS 5315
Date of Lease: July 1, 1983
Lessee: Shell Offshore Inc., et al
Description: Block 368, West Cameron Area, West Addition, Offshore Louisiana

13. MMS Serial No: OCS 5328
Date of Lease: July 1, 1983
Lessee: Shell Offshore Inc., et al
Description: Block 449, West Cameron Area, South Addition, Offshore Louisiana

14. MMS Serial No: OCS 5359
Date of Lease: July 1, 1983
Lessee: Shell Offshore Inc., et al
Description: Block 60, East Cameron Area, Offshore Louisiana

15. MMS Serial No: OCS 5408
Date of Lease: July 1, 1983
Lessee: Shell Offshore Inc., et al
Description: Block 95, Vermilion Area, Offshore Louisiana

16. MMS Serial No: OCS 5557
Date of Lease: July 1, 1983
Lessee: Shell Offshore Inc., et al
Description: Block 201, Ship Shoal Area, Offshore Louisiana

17. MMS Serial No: OCS 5597
Date of Lease: July 1, 1983
Lessee: Shell Offshore Inc., et al
Description: Block 97, South Timbalier Area, Offshore Louisiana

18. MMS Serial No: OCS 5598
Date of Lease: July 1, 1983
Lessee: Shell Offshore Inc., et al
Description: Block 98, South Timbalier Area, Offshore Louisiana

19. MMS Serial No: OCS 5700
Date of Lease: July 1, 1983
Lessee: Shell Offshore Inc., et al
Description: Block 143, Main Pass Area, Offshore Louisiana

20. MMS Serial No: OCS 5702
Date of Lease: July 1, 1983
Lessee: Shell Offshore Inc., et al
Description: Block 155, Main Pass Area, South and East Addition, Offshore Louisiana

21. MMS Serial No: OCS 5706
Date of Lease: July 1, 1983
Lessee: Shell Offshore Inc., et al
Description: Block 169, Main Pass Area, South and East Addition, Offshore Louisiana

22.	MMS Serial No:	OCS 5707
	Date of Lease:	July 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block 170, Main Pass Area, South and East Addition, Offshore Louisiana
23.	MMS Serial No:	OCS 5719
	Date of Lease:	July 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block 211, Main Pass Area, South and East Addition, Offshore Louisiana
24.	MMS Serial No:	OCS 5720
	Date of Lease:	July 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block 212, Main Pass Area, South and East Addition, Offshore Louisiana
25.	MMS Serial No:	OCS 5722
	Date of Lease:	July 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block 230, Main Pass Area, South and East Addition, Offshore Louisiana
26.	MMS Serial No:	OCS 5728
	Date of Lease:	July 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block 269, Main Pass Area, South and East Addition, Offshore Louisiana
27.	MMS Serial No:	OCS 5729
	Date of Lease:	July 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block 274, Main Pass Area, South and East Addition, Offshore Louisiana
28.	MMS Serial No:	OCS 5739
	Date of Lease:	July 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block 22, Chandeleur Area, Offshore Louisiana
29.	MMS Serial No:	OCS 5742
	Date of Lease:	July 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block 34, Chandeleur Area, Offshore Louisiana
30.	MMS Serial No:	OCS 5743
	Date of Lease:	July 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block 37, Chandeleur Area, East Addition, Offshore Louisiana
31.	MMS Serial No:	OCS 5744
	Date of Lease:	July 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block 39, Chandeleur Area, East Addition, Offshore Louisiana

32. MMS Serial No: OCS 5763
Date of Lease: July 1, 1983
Lessee: Shell Offshore Inc., et al
Description: Block 202, Viosca Knoll, Offshore Louisiana

33. MMS Serial No: OCS 5764
Date of Lease: July 1, 1983
Lessee: Shell Offshore Inc., et al
Description: Block 246, Viosca Knoll, Offshore Louisiana

34. MMS Serial No: OCS 5765
Date of Lease: July 1, 1983
Lessee: Shell Offshore Inc., et al
Description: Block 247, Viosca Knoll, Offshore Louisiana

35. MMS Serial No: OCS 5766
Date of Lease: July 1, 1983
Lessee: Shell Offshore Inc., et al
Description: Block 248, Viosca Knoll, Offshore Louisiana

36. MMS Serial No: OCS 5767
Date of Lease: July 1, 1983
Lessee: Shell Offshore Inc., et al
Description: Block 292, Viosca Knoll, Offshore Louisiana

37. MMS Serial No: OCS 5768
Date of Lease: July 1, 1983
Lessee: Shell Offshore Inc., et al
Description: Block 293, Viosca Knoll, Offshore Louisiana

38. MMS Serial No: OCS 5769
Date of Lease: July 1, 1983
Lessee: Shell Offshore Inc., et al
Description: Block 338, Viosca Knoll, Offshore Louisiana

39. MMS Serial No: OCS 5770
Date of Lease: July 1, 1983
Lessee: Shell Offshore Inc., et al
Description: Block 339, Viosca Knoll, Offshore Louisiana

40. MMS Serial No: OCS 5771
Date of Lease: July 1, 1983
Lessee: Shell Offshore In[illegible] al
Description: Block 340, Viosc[illegible] Offshore Louisiana

41. MMS Serial No: OCS 5773
Date of Lease: July 1, 1983
Lessee: Shell Offshore Inc [illegible] al
Description: Block 383, Viosca Knoll, Offshore Louisiana

42. MMS Serial No: OCS 5774
Date of Lease: July 1, 1983
Lessee: Shell Offshore Inc., et al
Description: Block 384, Viosca Knoll, [illegible]ffshore Louisiana

43.	MMS Serial No:	OCS 6081
	Date of Lease:	October 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block 551, Brazos Area, Offshore Texas
44.	MMS Serial No:	OCS 6083
	Date of Lease:	October 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block 608, Brazos Area, Offshore Texas
45.	MMS Serial No:	OCS 6084
	Date of Lease:	October 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block 615, Brazos Area, Offshore Texas
46.	MMS Serial No:	OCS 6103
	Date of Lease:	October 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block 332, Galveston Area, Offshore Texas
47.	MMS Serial No:	OCS 6106
	Date of Lease:	October 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block 344, Galveston Area, Offshore Texas
48.	MMS Serial No:	OCS 6107
	Date of Lease:	October 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block 345, Galveston Area, Offshore Texas
49.	MMS Serial No:	OCS 6111
	Date of Lease:	October 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block 361, Galveston Area, Offshore Texas
50.	MMS Serial No:	OCS 6117
	Date of Lease:	October 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block 503, Galveston Area, Offshore Texas
51.	MMS Serial No:	OCS 6123
	Date of Lease:	October 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block A-58, Galveston Area, Offshore Texas
52.	MMS Serial No:	OCS 6142
	Date of Lease:	October 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block 65, High Island Area, Offshore Texas
53.	MMS Serial No:	OCS 6163
	Date of Lease:	October 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block 171, High Island Area, Offshore Texas

54.	MMS Serial No:	OCS 6170
	Date of Lease:	October 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block 204, High Island Area, Offshore Texas
55.	MMS Serial No:	OCS 6172
	Date of Lease:	October 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block 232, High Island Area, Offshore Texas
56.	MMS Serial No:	OCS 6173
	Date of Lease:	October 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block A-1, High Island Area, Offshore Texas
57.	MMS Serial No:	OCS 6184
	Date of Lease:	October 1, 1983
	Lessee:	Shell Offshore Inc., et al
	Description:	Block A-62, High Island Area, Offshore Texas

Form 9-1123
(Rev. Dec. 1957)

(Submit in triplicate to appropriate
Regional Oil and Gas or Mining Supervisor)

DESIGNATION OF OPERATOR

RECEIVED
JAN 23 2 13 PM '86
MINERALS MANAGEMENT SERVICE
GULF OF MEXICO OCS REGION
METAIRIE, LOUISIANA

The undersigned is, on the records of the Minerals Management Service holder of lease

DISTRICT LAND OFFICE: Gulf of Mexico OCS Region
SERIAL NO.: OCS-G 5008

and hereby designates

NAME: Shell Offshore, Inc.
ADDRESS: P.O. Box 61933
New Orleans, Louisiana 70161

as his operator and local agent, with full authority to act in his behalf in complying with the terms of the lease and regulations applicable thereto and on whom the supervisor or his representative may serve written or oral instructions in securing compliance with the Operating Regulations with respect to (describe acreage to which this designation is applicable):

All of Block 120, High Island Area, East Addition,
as shown on OCS Leasing Map, Texas Map No. 7A.

It is understood that this designation of operator does not relieve the lessee of responsibility for compliance with the terms of the lease and the Operating Regulations. It is also understood that this designation of operator does not constitute an assignment of any interest in the lease.

In case of default on the part of the designated operator, the lessee will make full and prompt compliance with all regulations, lease terms, or orders of the Secretary of the Interior or his representative.

The lessee agrees promptly to notify the supervisor of any change in the designated operator.

FRONTIER FUELS, INC.

BY: D. C. Radtke
(Signature of lessee)

D.C. RADTKE, Vice President and General Mgr.
1600 Broadway, Suite 1050
Denver, Colorado 80202-4987
(Address)

January 15, 1986
(Date)

U. S. GOVERNMENT PRINTING OFFICE 16—53508-3

UNITED STATES DEPARTMENT OF THE INTERIOR
MINERALS MANAGEMENT SERVICE
GULF OF MEXICO REGION
IMPERIAL OFFICE BLDG., 3301 N. CAUSEWAY BLVD.
P. O. BOX 7944
METAIRIE, LOUISIANA 70010

504-837-4720

In Reply Refer To: LE-3-1
OCS-G 5008

Instrument:

Filed : January 23, 1986
Executed : December 31, 1985
Approved : March 24, 1986
Effective : November 1, 1985

Fluor Oil & Gas Corporation
Assignor

Frontier Fuels, Inc.
Assignee

ACTION: ASSIGNMENT APPROVED — Oil and Gas

The approval of this assignment is restricted to record title interest only, and by virtue of this approval, the Assignee is subject to, and shall fully comply with, all applicable regulations now or to be issued under the Outer Continental Shelf Lands Act, as amended.

Assignor assigned unto Assignee all of Assignor's right, title and interest.

Record title interest is now held as follows:

OCS-G 5008 All of Block 120, High Island Area, East Addition

Shell Offshore Inc.	75.00000%
FEC Offshore Inventory Co.	7.39645%
Frontier Fuels, Inc.	7.39645%
Crown Central Petroleum Corporation	2.81065%
Apache Corporation	7.39645%

J. Rogers Pearcy
Regional Director

cc:
Assignor
Assignee
Parties in Interest
Case File

5008

Frontier Fuels, Inc.

January 10, 1985

RECEIVED
JAN 23 1 10 PM '85
MINERALS MANAGEMENT SERVICE
GULF COAST OCS REGION
METAIRIE, LOUISIANA

Minerals Management Service
Gulf Coast OCS Region
P. O. Box 7944
Metairie, Louisiana 70010

Gentlemen:

Fluor Oil and Gas Corporation sold all of its oil and gas properties on December 31, 1985, to Frontier Fuels, Inc., effective May 1, 1985. Enclosed for your consideration and approval are ninety assignments (in original triplicate) covering the following OCS leases:

057-A*	5008	5700	5724	5771	6106
058-A*	5047	5701	5728	5773	6107
059-A*	5052	5702	5729	5774	6111
060-A*	5072	5706	5739	5969	6117
062-A*	5278	5707	5742	5970	6123
4378	5294	5711	5743	5971	6142
4495	5315	5712	5744	5972	6163
4496	5328	5714	5763	5977	6170
4497	5359	5715	5764	5994	6172
4722	5408	5716	5765	6060	6173
4762	5557	5718	5766	6081	6184
4763	5558	5719	5767	6083	6822
4900	5597	5720	5768	6084	6823
4901	5598	5722	5769	6097	6824
4997	5622	5723	5770	6103	8135

*Previously State of Louisiana leases.

Also enclosed is a check for $2,250.00 to cover the $25 filing fee for each of the ninety leases listed. The assignments are organized numerically by the OCS lease number located in the upper right hand corner of each paper clipped set of triplicate assignments. Ninety copies of this transmittal letter are enclosed for filing in each lease file. The set of assignments for OCS lease 5072 has attached to it, all of the Gulf Coast Offshore leases exhibits for reference purposes.

If you have any questions or need additional information, please call me at (303) 861-4025, Ext.39.

Sincerely.

Lynn D. Becker
Land Consultant

LDB:mec

Enclosures

1600 Broadway • Suite 1050 • Denver Colorado 80202 • (303) 861-4025
Telex 4322018 • Telecopier (303) 832-8046

Frontier Fuels, Inc.

January 20, 1986

Minerals Management Service
Gulf Coa[illegible]S Office
P. O. B[illegible]44
Metair[illegible]isiana 70010

Attention: Mr. Lanell Boehm

MINERALS MANAGEMENT SERVICE
GULF OF MEXICO OCS REGION
METAIRIE, LOUISIANA
JAN 23 1 05 PM '86
RECEIVED

Re: Request for Approval
of Assignments

Gentlemen:

This transmittal letter replaces our previous letter, dated January 10, 1986, in which we stated that Fluor Oil and Gas Corporation has sold all of its oil and gas properties on December 31, 1985, to Frontier Fuels, Inc., effective May 1, 1985. Transmitted with that January 10th letter for your consideration and approval were ninety assignments (in original triplicate) covering the following OCS leases:

057-A*	5008	5700	5724	5771	6106
058-A*	5047	5701	5728	5773	6107
059-A*	5052	5702	5729	5774	6111
060-A*	5072	5706	5739	5969	6117
062-A*	5278	5707	5742	5970	6123
4378	5294	5711	5743	5971	6142
4495	5315	5712	5744	5972	6163
4496	5328	5714	5763	5987	6170
4497	5359	5715	5764	5994	6172
4722	5408	5716	5765	6060	6173
4762	5557	5718	5766	6081	6184
4763	5558	5719	5767	6083	6822
4900	5597	5720	5768	6084	6823
4901	5598	5722	5769	6097	6824
4997	5622	5723	5770	6103	8135

*Previously State of Louisiana leases.

Also enclosed was a check for $2,250.00 to cover the $25 filing fee for each of the ninety leases listed. The assignments are organized numerically by the OCS lease number located in the upper right hand corner of each paper clipped set of triplicate assignments. Ninety copies of this transmittal letter are enclosed for filing in each lease file. The set of assignments for OCS lease 5072 has attached to it, all of the Gulf Coast Offshore lease exhibits for reference purposes.

In the interim, we have discovered that six of the Assignments are not valid because the leases have either expired or we had previously assigned our interest. Therefore, please withdraw the following lease Assignments from consideration:

1600 Broadway • Suite 1050 • Denver, Colorado 80202 • (303) 861-4025
Telex 4322018 • Telecopier (303) 832-8046

OCS-G 4495	OCS-G 6097
OSC-G 4496	OSC-G 6117
OSC-G 4497	OCS-G 6184

Additionally, the effective date for the Assignment of Lease 8135 was incorrect and a substitute Assignment in triplicate is enclosed.

The following documents were inadvertently omitted from our first transmittal and are enclosed for your consideration and approval.

1. Designation of Operator forms in triplicate for each of the remaining leases on page one. Please note that Frontier Fuels, Inc. is not currently the operator of any of the leases; hence a bond is not being posted at this time.

2. A certificate by the Assistant Secretary of Frontier Fuels, Inc., certifying a resolution of The Board to allow the Corporation to act in all areas under federal authority.

3. A certificate by the Assistant Secretary of Frontier Fuels, Inc., certifying certain corporate information needed to qualify Frontier Fuels, Inc. to hold OCS leases.

It is our understanding that these additional enclosures should complete the filing requirements and thus make it possible to expedite our request. Your cooperation and timely attention are greatly appreciated.

If you have any questions or need additional information, please call Lynn Becker at (303) 861-8825, Ext. 39.

Sincerely,

D.C. Radtke

D. C. Radtke
Vice President

DCR:LDB:mec

Enclosures

Frontier Fuels, Inc.

January 22, 1986

RECEIVED
JAN 23 1 53 PM '86
MINERALS MANAGEMENT SERVICE
GULF OF MEXICO OCS REGION
METAIRIE, LOUISIANA

Minerals Management Service
Gulf Coast OCS Office
P. O. Box 7944
Metairie, Louisiana 70010

Attention: Ms. Lanelle Boehm

Re: Request for Approval
of Assignment

Gentlemen:

This transmittal letter replaces in part our previous letter, dated January 10, 1986 and January 20, 1986. Fluor Oil and Gas Corporation sold all of its right, title and interest in Lease OCS-G-8135 on December 31, 1985, to Frontier Fuels, Inc., effective November 1, 1985. Transmitted with our January 20th letter for your consideration and approval was an assignment (in original triplicate) covering OCS leases No. 8135.

Enclosed is a check for $25 to cover the filing fee for said lease and an updated certificate by the Assistant Secretary of Frontier Fuels, Inc., certifying certain corporate information needed to qualify Frontier Fuels Inc. to hold OCS leases.

It is our understanding that these additional enclosures should complete the filing requirements when combined with the documents already in your office, and thus make it possible to expedite our request. Your cooperation and timely attention are greatly appreciated.

If you have any questions or need additional information, please call Lynn Becker at (303) 861-4025, Ext. 39.

Sincerely,

D.C Radtke

D. C. Radtke
Vice President

DCR:LDB:mec

Enclosures

1600 Broadway • Suite 1050 • Denver, Colorado 80202 • (303) 861-4025

L 5008

(FOG-OFFSHORE)

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment"), effective as of 7:00 a.m. on May 1, 1985 (such time to be determined with respect to each Property, as defined below, by the local time applicable thereto) (the "Effective Time"), is from FLUOR OIL AND GAS CORPORATION, a California corporation, whose address is Suite 1050, 1600 Broadway, Denver, Colorado 80202 ("Assignor"), to FRONTIER FUELS INC., a Delaware corporation, whose address is 800 Gessner, Suite 600, Houston, Texas 77024 ("Assignee").

I.

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER AND DELIVERED and hereby GRANTS, BARGAINS, SELLS, CONVEYS, ASSIGNS, TRANSFERS, SETS OVER AND DELIVERS unto Assignee, effective as of the Effective Time, the following (the rights and interests set forth in subparagraphs (a)-(g) of this Article I are, collectively, the "Assets"):

(a) (i) the specified undivided interests in all of the oil, gas, and other mineral leases described in Exhibit A attached hereto and made a part hereof, and (ii) the specified fee interests, mineral interests, royalty interests, non-participating royalty interests overriding royalty interests, net profits interests, production payments, other payments out of or pursuant to oil and gas production and other rights, including contractual rights to oil and gas production, and contractual rights providing for the acquisition and earning of any such interests that are described in Exhibit A (each of such interests being hereinafter referred to as a "Property" or "Property Interest" and all of such interests being collectively referred to as the "Properties");

(b) All of Assignor's right, title and interest in (i) all rights, privileges, benefits and powers conferred upon the holder of any Property Interest with respect to the use and occupation of the surface of and any sub-surface depths under, the land covered by such Property Interest, (ii) all rights in any pooled or unitized acreage included in whole or in part within any Property Interest, including all oil and gas production from the pool or unit allocated to such Property Interest, whether voluntary or by government authority, and all interests in any wells within the unit or pool associated with such Property Interest, whether such unitized or pooled oil and gas production comes from wells located within or without the areas covered by the Property Interests, and (iii) all tenements, hereditaments and appurtenances belonging to such Properties;

(c) All of Assignor's right, title and interest in all of the permits, licenses, servitudes, easements, rights-of-way, orders, gas purchase and sale contracts, crude oil purchase and sale agreements, surface leases, farmin and farmout agreements, bottom hole agreements, acreage contribution agreements, operating agreements,

APPROVED

Regional Director

Effective Date NOV 1 1985

unit agreements, processing agreements, options, leases of equipment or facilities and other contracts, agreements and rights, which are owned by Assignor, in whole or in part, and (i) are appurtenant to or affect the Properties, or (ii) are used or held for use in connection with the ownership or operation of the Properties or with the production, treatment or marketing of oil and gas or either of them on the Properties, and the sale or disposal of water, hydrocarbons or associated substances;

(d) All of Assignor's right, title and interest in all of the real, personal and mixed property located on the Properties or used in the operation thereof (whether located on or off such Properties), that is owned by Assignor or by third persons on behalf of Assignor, in whole or in part, including, without limitation, crude oil, condensate or products in storage or in pipelines, wells, well equipment, casing, tanks, boilers, buildings, tubing, pumps, motors, fixtures, machinery and other equipment, platforms, pipelines, gathering systems, power lines, telephone and telegraph lines, roads, field processing plants and all other improvements used in the operation thereof;

(e) Notwithstanding the specific description of the Properties on Exhibit A and notwithstanding the specific undivided interests in each Property set forth on Exhibit A, this Assignment covers and includes, and this subparagraph shall operate as an additional grant to Assignee of, all of the Assignor's right, title and interest in and to: (i) all of the oil, gas and other mineral leases, properties and rights described in Exhibit A attached hereto, including, but not limited to all leasehold interests, fee interests, mineral interests, royalty interests, non-participating royalty interests, overriding royalty interests, net profits interests, production payments, contractual rights or any other right pertaining to the ownership of oil and gas or either of them or the production of oil and gas or either of them, and (ii) any interest of the character or type described in the immediately preceeding subparagraph (e)(i) of Article I of this Assignment that is owned by the Assignor and that covers any lands located within the counties or parishes referenced in any manner in Exhibit A attached hereto.

(f) All of Assignor's right, title and interest in all of the files, records, information and data relating to the items described in subsections (a), (b), (c), (d) and (e) above, including, without limitation, title records (including abstracts of title, title opinions, certificates of title and title curative documents); contracts; correspondence; microfiche lists; geological, geophysical and seismic records, data and information; and production records, electric logs, core data, pressure data and decline curves and graphical production curves and all related matters; and

(g) To the extent transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Assets against Assignor's predecessors in title to the Assets.

TO HAVE AND TO HOLD the Assets unto Assignee and its successors and assigns forever; provided, however, this Assignment is made subject to the following terms and provisions.

II.

This Assignment is made and delivered pursuant to the provisions of that certain Asset Purchase and Sale Agreement dated October 30, 1985 between Fluor Oil and Gas Corporation, Fluor Corporation and Primary Fuels Inc. and Houston Industries Incorporated (the "Agreement"), a copy of which is available at the offices of Assignor and Assignee at the above addresses. The delivery of this Assignment shall not affect, diminish or otherwise impair any of the warranties, representations or covenants made in the Agreement, and all of those warranties, representations and covenants shall survive the delivery of this Assignment for the time period set forth in, and in accordance with, the provisions of the Agreement. Any third parties transacting with Assignee with respect to any of the Assets may rely on this Assignment as vesting Assignee with all of Assignor's interests and rights in the Assets and shall not be charged with notice of the terms and provisions of the Agreement.

This Assignment is made subject to all of the leases, agreements, deeds, contracts and other documents described in Exhibit A attached hereto.

III.

Insofar as claims arising by, through or under Assignor, The Fluor Corporation Ltd. or any of Assignor's Affiliates (as defined in the Agreement), Assignor warrants that title to the Assets is good and indefeasible (as defined in the Agreement) and Assignor agrees that Assignor shall be responsible for Title Defects occurring or arising out of occurrences or omissions of, by, through or under Assignor, The Fluor Corporation Ltd. or any of Assignor's Affiliates.

IV.

In the event two or more Property Interests cover the same land (e.g. an oil and gas leasehold interest included within the Assets may cover the same land as a mineral or royalty interest included within the Assets) no merger of title shall occur and each Property Interest covering the same land is conveyed and shall be owned by the Assignee as separate and distinct Property Interests.

V.

This Assignment covers Properties in the Outer Continental Shelf of the United States and in the State of Louisiana. This Assignment is being executed in multiple original counterparts and all of such multiple original counterparts shall be deemed to constitute but one Assignment. However, to facilitate filing and recording, each counterpart to be filed in the appropriate records of a particular county, parish or other filing jurisdiction will include only that portion of Exhibit A that contains the specific descriptions of the Properties located in the relevant filing or recording jurisdiction. In addition to this Assignment, Assignor agrees to execute any documents or instruments required by any state or the United States Government or any other governmental authority to further evidence the assignment of the Assets evidenced by this Assignment.

VI.

The provisions hereof shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

EXECUTED on December 31, 1985.

ATTEST:

(SEAL)

By: _____
L. B. Lund
Assistant Secretary

FLUOR OIL AND GAS CORPORATION

By: _____
J. S. Bowman
President

WITNESSES:

_____
Julia R. Foster
Printed Name of Witness

_____
Clayton Chessman
Printed Name of Witness

This instrument was prepared by

Jack Langlois
DOTSON, BABCOCK & SCOFIELD
4200 InterFirst Plaza
Houston, Texas 77002

1027g
11/11/85

ACKNOWLEDGEMENT

STATE OF COLORADO)
) SS.:
CITY AND COUNTY OF DENVER)

BE IT REMEMBERED that I, Peggy L. Trujillo, a notary public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that on this 31st day of December 1985:

(Alabama)

I hereby certify that J. S. Bowman and L. B. Lund, whose names as President and Assistant Secretary of the Fluor Oil and Gas Corporation, a California corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

(California)

On this 31st day of December, in the year 1985, before me personally appeared J. S. Bowman and L. B. Lund, personally known to me to be the persons who executed the within instrument as President and Assistant Secretary on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

(Louisiana)

On this 31st day of December, 1985, before me appeared J. S. Bowman and L. B. Lund, to me personally known, who, being by me duly sworn did say that they are the President and Assistant Secretary of Fluor Oil and Gas Corporation, a California corporation, and that the seal affixed to said foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said J. S. Bowman and L. B. Lund acknowledged said instrument to be the free act and deed of said corporation.

(Mississippi)

Personally appeared before me, the within named J. S. Bowman and L. B. Lund, President and Assistant Secretary of Fluor Oil and Gas Corporation, a California corporation, who acknowledged that they, being duly authorized, signed and delivered the foregoing instrument as President and Assistant Secretary of said corporation on the day and year therein mentioned.

(Texas)

Before me on this day personally appeared J. S. Bowman and L. B. Lund, President and Assistant Secretary respectively, known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be the President and Assistant Secretary of Fluor Oil and Gas Corporation, a California corporation, and acknowledged to me that they executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal in the City and County of Denver, State of Colorado, this 31st day of December, 1985.

(SEAL)

Peggy L. Trujillo, Notary Public
1600 Broadway,, Suite 1050
Denver, Colorado 80202

My commission expires
November 3, 1987.

EXHIBIT A TO
ASSIGNMENT, BILL OF SALE
AND CONVEYANCE
DATED EFFECTIVE MAY 1, 1985
FROM
FLUOR OIL AND GAS CORPORATION
TO
FRONTIER FUELS, INC.

PREAMBLE

A. This Exhibit A describes the Properties referenced in that certain Assignment, Bill of Sale and Conveyance dated effective May 1, 1985, between Fluor Oil and Gas Corporation and Frontier Fuels, Inc. This Exhibit A includes this Preamble.

B. Reference is herein made to the land descriptions contained in the leases, mineral deeds, royalty deeds, operating agreements, farmout agreements or other conveyances and contracts recorded or referenced as described in this Exhibit A. To the extent that the land descriptions in Exhibit A are incomplete, incorrect or not legally sufficient, the land descriptions contained in the leases, mineral deeds, royalty deeds, operating agreements, farmout agreements or other conveyances and contracts so recorded are incorporated herein by this reference.

C. References in this Exhibit A to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit A are to the official real property records or other appropriate filing agency records in the jurisdiction where the lands covered by the Property Interests are located and in which oil, gas and mineral leases, mineral deeds, mineral royalties and similar interests are customarily recorded.

D. The recitations or references in this Exhibit A or in the Assignment to which this is an Exhibit A that the Assets or any thereof are subject to agreements or other instruments shall not operate to subject such Assets to any such agreement or other instrument except to the extent that such agreement or other instrument is valid and in force and effect, and it is not the intention of the parties hereto in any manner to adopt, ratify, confirm, revive or reinstate any such agreement or other instrument to the extent it has lapsed, terminated or expired.

1027g
11/11/85

89 U.S.A. BLOCK 120 - HIGH ISLAND AREA - EAST ADDITION

BERTHA PROSPECT - OCS SALE 67

A.) An undivided 7.39645% leasehold estate in the following Outer Continental Shelf Oil and Gas Lease together with a like interest in all material and equipment therein and thereon ar i used or obtained in connection therewith:

LEASE #: LEASE DESCRIPTION:

244500 1. From the United States of America, as Lessor to Fluor Oil and Gas Corporation, et al, as Lessee, effective April 1, 1982, U.S.A. Serial No. OCS-G 5008, OCS Office, New Orleans, Louisiana.

SUBJECT TO:

a) Bid Agreement, dated January 25, 1982, by and between Shell Oil Company and Fluor Oil and Gas Corporation, et al (Florida Group).

b) Florida Group Agreement, dated January 25, 1982, by and between Florida Exploration Company and Fluor Oil and Gas Corporation, et al.

c) Operating Agreement, dated April 1, 1982, by and between Shell Offshore, Inc., as Operator and Fluor Oil and Gas Corporation, et al, as non-Operator.

Shell Oil Company

One Shell Square
P.O. Box 60193
New Orleans, Louisiana 70160

March 26, 1986

Department of the Interior
Minerals Management Service
ATTN LE-3-1
3301 N. Causeway Blvd.,
Metairie, LA 70001

Gentlemen:

OFFSHORE, TEXAS
PROSPECT BERT
(RE: SERVICE CONTRACT BETWEEN SOI/SOC
EFFECTIVE 1/1/82)

Enclosed please find triplicate original releases for the following lease:

OS-507 - OCS-G 5008, High Island Block 120

Please furnish to us your acceptance of this release when it is available.
Please acknowledge receipt of these documents at the bottom of this letter.

Yours very truly,

Stewart J. Kepper, Jr.
Senior Property Analyst
For: Shell Offshore Inc.

SJK:BJS

Enclosures

I acknowledge receipt of the releases referenced above:

Name: La Nelle Boehm
La Nelle Boehm
Date: March 31, 1986

cc: BelNorth Petroleum Corporation
ATTN Cathy D. Lawson
10000 Old Katy Road
Houston, TX 77055

Crown Central Petroleum
ATTN Peggy Gelpi
4747 Bellaire Blvd.
Bellaire, TX 77401

Frontier Fuels, Inc.
ATTN Earl C. McCallon, III
P. O. Box 569
Houston, TX 77001

Apache Corporation
ATTN Brenda Geaslin
P. O. Box 4628
Houston, TX 77210

CNBB8608506

UNITED STATES GOVERNMENT
MEMORANDUM

DATE April 9, 1986

To: District Supervisor, District Operations (DO- 3)

From: Regional Supervisor, Leasing and Environment (LE-3-1)

Subject: Request for Report on Lease Number OCS-G 5008

We have received the following described document affecting the referenced lease or bond. We are suspending action until we receive your reply.

☐ Termination of bonded liability

☒ Relinquishment -- All of Block 120, High Island Area, East Addition (2924.75 acres)

H. P. Sieverding

Distribution:
Original and 2cc to District w/attachment

☐ Final lease abandonment work has been approved

CBK ☒ No objection to relinquishment

☐ No objection to termination of bonded liability as of _____
Date

☐

District Supervisor

APR 17 1986
Date

Attachment

Distribution:
Original and 1cc (LE-3-1)
1cc w/attachment (District File)

UNITED STATES DEPARTMENT OF THE INTERIOR
MINERALS MANAGEMENT SERVICE
GULF OF MEXICO REGION
IMPERIAL OFFICE BLDG., 3301 N. CAUSEWAY BLVD.
P. O. BOX 7944
METAIRIE, LOUISIANA 700

504-837-4720

In Reply Refer To: OCS-G 5008

April 21, 1986

ACTION

Shell Offshore Inc.
FEC Offshore Inventory Co.
Frontier Fuels, Inc.
Crown Central Petroleum Corporation
Apache Corporation

Oil and Gas

Relinquishment Accepted
Lease Cancelled

On March 31, 1986, the subject lessees filed in this office relinquishment of all their right, title and interest in the above-mentioned oil and gas lease covering all of Block 120, High Island Area, East Addition.

In memorandum dated April 17, 1986, from the District Supervisor, Minerals Management Service, no objection appears to accepting the relinquishment.

Therefore, the lease is cancelled in its entirety effective as of March 31, 1986, the date the relinquishment was filed in this office (30 CFR 256.76).

J. Rogers Pearcy
Regional Director

cc:
Lessees
Case File

ACCEPTED
J. Rogers Pearcy
Regional Director
Effective Date MAR 31 1986

OS-507

RELEASE OF OIL AND GAS LEASE

SHELL OFFSHORE INC., FEC OFFSHORE INVENTORY CO., FRONTIER FUELS, INC., CROWN CENTRAL PETROLEUM CORPORATION AND APACHE CORPORATION as owners and holders, hereby release, relinquish, and surrender all of their right, title, and interest in and to that certain Oil and Gas Lease, OCS-G-5008, granted to Shell Offshore Inc., Florida Exploration Company, Fluor Oil and Gas Corporation, Crown Central Petroleum Corporation and Apache Corporation by the United States of America, Bureau of Land Management, with an effective date of April 1, 1982 and covering the following described lands, to wit:

ALL OF BLOCK 120, HIGH ISLAND AREA, EAST ADDITION, AS SHOWN ON OCS LEASING MAP, TEXAS MAP NO. 7A, CONTAINING APPROXIMATELY 2924.73 ACRES.

THIS RELEASE CAN BE AND IS HEREBY EXECUTED IN COUNTERPARTS.

EXECUTED THIS 27th DAY OF March, 1986.

WITNESSES:

[illegible]

Louis Stierwald, Jr.

SHELL OFFSHORE INC.

BY W. F. Brauer Jr.
ATTORNEY-IN-FACT

FEC OFFSHORE INVENTORY CO.

BY_____

FRONTIER FUELS, INC.

BY_____

CROWN CENTRAL PETROLEUM CORPORATION

BY_____

APACHE CORPORATION

BY_____

STATE OF LOUISIANA]
PARISH OF ORLEANS]

Before me, the undersigned Notary Public in and for the said Parish and State, personally appeared W. F. BRAUER, JR. to me personally known and known to me to be the Attorney-in-Fact of and who executed the within instrument in said capacity on behalf of Shell Offshore, Inc., a Delaware Corporation, the corporation described therein, and being by me duly sworn, did say and acknowledged to me that he voluntarily executed the same in said capacity in behalf of said corporation by authority of its Board of Directors and as the free and voluntary act and deed of said corporation for the purposes and considerations therein expressed.

Given under my hand and seal of office this 27th day of March, 1986.

Stewart J. Kopper
NOTARY PUBLIC IN AND FOR
Orleans PARISH, LOUISIANA

MY COMMISSION EXPIRES AT DEATH

CN6D0606318

STATE OF
OF

Before me, the undersigned Notary Public in and for the said State, personally appeared , to me personally known and known to me to be the of and who executed the within instrument in said capacity on behalf of , the corporation described therein, and being by me duly sworn, did say and acknowledge to me that he voluntarily executed the same in said capacity in behalf of said corporation by authority of its Board of Directors and as the free and voluntary act and deed of said corporation for the purposes and considerations therein expressed.

Given under my hand and seal of office this day of , 1985.

NOTARY PUBLIC IN AND FOR

MY COMMISSION EXPIRES

STATE OF
OF

Before me, the undersigned Notary Public in and for the said State, personally appeared , to me personally known and known to me to be the of and who executed the within instrument in said capacity on behalf of , the corporation described therein, and being by me duly sworn, did say and acknowledge to me that he voluntarily executed the same in said capacity in behalf of said corporation by authority of its Board of Directors and as the free and voluntary act and deed of said corporation for the purposes and considerations therein expressed.

Given under my hand and seal of office this day of , 1985.

NOTARY PUBLIC IN AND FOR

MY COMMISSION EXPIRES

STATE OF
OF

Before me, the undersigned Notary Public in and for the said State, personally appeared , to me personally known and known to me to be the of and who executed the within instrument in said capacity on behalf of , the corporation described therein, and being by me duly sworn, did say and acknowledge to me that he voluntarily executed the same in said capacity in behalf of said corporation by authority of its Board of Directors and as the free and voluntary act and deed of said corporation for the purposes and considerations therein expressed.

Given under my hand and seal of office this day of , 1985.

NOTARY PUBLIC IN AND FOR

MY COMMISSION EXPIRES

OS-507

RELEASE OF OIL AND GAS LEASE

SHELL OFFSHORE INC., FEC OFFSHORE INVENTORY CO., FLUOR OIL AND GAS CORPORATION, CROWN CENTRAL PETROLEUM CORPORATION AND APACHE CORPORATION as owners and holders, hereby release, relinquish, and surrender all of their right, title, and interest in and to that certain Oil and Gas Lease, OCS-G-5008, granted to Shell Offshore Inc., Florida Exploration Company, Fluor Oil and Gas Corporation, Crown Central Petroleum Corporation and Apache Corporation by the United States of America, Bureau of Land Management, with an effective date of April 1, 1982 and covering the following described lands, to wit:

ALL OF BLOCK 120, HIGH ISLAND AREA, EAST ADDITION, AS SHOWN ON OCS LEASING MAP, TEXAS MAP NO. 7A, CONTAINING APPROXIMATELY 2924.73 ACRES.

THIS RELEASE CAN BE AND IS HEREBY EXECUTED IN COUNTERPARTS.

EXECUTED THIS DAY OF , 1986.

WITNESSES:

_____

_____

Daniel E. Burke

Cynthia B. Kelco

_____

_____

_____

_____

_____

_____

SHELL OFFSHORE INC.

BY _____
ATTORNEY-IN-FACT

FEC OFFSHORE INVENTORY CO.

BY J Perkins

John Perkins
Vice President

FLUOR OIL AND GAS CORPORATION

BY _____

CROWN CENTRAL PETROLEUM CORPORATION

BY _____

APACHE CORPORATION

BY _____

STATE OF LOUISIANA]
PARISH OF ORLEANS]

Before me, the undersigned Notary Public in and for the said Parish and State, personally appeared to me personally known and known to me to be the Attorney-in-Fact of and who executed the within instrument in said capacity on behalf of Shell Offshore, Inc., a Delaware Corporation, the corporation described therein, and being by me duly sworn, did say and acknowledged to me that he voluntarily executed the same in said capacity in behalf of said corporation by authority of its Board of Directors and as the free and voluntary act and deed of said corporation for the purposes and considerations therein expressed.

Given under my hand and seal of office this day of , 1986.

_____
NOTARY PUBLIC IN AND FOR
PARISH, LOUISIANA MY

COMMISSION EXPIRES AT DEATH

STATE OF Texas
County OF Harris

Before me, the undersigned Notary Public in and for the said State, personally appeared John Perkins , to me personally known and known to me to be the Vice President of and who executed the within instrument in said capacity on behalf of FEC Offshore Inventory Co. , the corporation described therein, and being by me duly sworn, did say and acknowledge to me that he voluntarily executed the same in said capacity in behalf of said corporation by authority of its Board of Directors and as the free and voluntary act and deed of said corporation for the purposes and considerations therein expressed.

Given under my hand and seal of office this 24 day of March, 1986.

Betty D. Dawson
NOTARY PUBLIC IN AND FOR Texas

MY COMMISSION EXPIRES 12-17-89

STATE OF
OF

Before me, the undersigned Notary Public in and for the said State, personally appeared , to me personally known and known to me to be the of and who executed the within instrument in said capacity on behalf of , the corporation described therein, and being by me duly sworn, did say and acknowledge to me that he voluntarily executed the same in said capacity in behalf of said corporation by authority of its Board of Directors and as the free and voluntary act and deed of said corporation for the purposes and considerations therein expressed.

Given under my hand and seal of office this day of , 1986.

NOTARY PUBLIC IN AND FOR

MY COMMISSION EXPIRES

STATE OF
OF

Before me, the undersigned Notary Public in and for the said State, personally appeared , to me personally known and known to me to be the of and who executed the within instrument in said capacity on behalf of , the corporation described therein, and being by me duly sworn, did say and acknowledge to me that he voluntarily executed the same in said capacity in behalf of said corporation by authority of its Board of Directors and as the free and voluntary act and deed of said corporation for the purposes and considerations therein expressed.

Given under my hand and seal of office this day of , 1986.

NOTARY PUBLIC IN AND FOR

MY COMMISSION EXPIRES

OS-507

RELEASE OF OIL AND GAS LEASE

SHELL OFFSHORE INC., FEC OFFSHORE INVENTORY CO., FRONTIER FUELS, INC., CROWN CENTRAL PETROLEUM CORPORATION AND APACHE CORPORATION as owners and holders, hereby release, relinquish, and surrender all of their right, title, and interest in and to that certain Oil and Gas Lease, OCS-G-5008, granted to Shell Offshore Inc., Florida Exploration Company, Fluor Oil and Gas Corporation, Crown Central Petroleum Corporation and Apache Corporation by the United States of America, Bureau of Land Management, with an effective date of April 1, 1982 and covering the following described lands, to wit:

ALL OF BLOCK 120, HIGH ISLAND AREA, EAST ADDITION, AS SHOWN ON OCS LEASING MAP, TEXAS MAP NO. 7A, CONTAINING APPROXIMATELY 2924.73 ACRES.

THIS RELEASE CAN BE AND IS HEREBY EXECUTED IN COUNTERPARTS.

EXECUTED THIS DAY OF , 1986.

WITNESSES:

SHELL OFFSHORE INC.

BY _____
ATTORNEY-IN-FACT

FEC OFFSHORE INVENTORY CO.

BY _____

FRONTIER FUELS, INC.

BY _____
Bill St. John, President

CROWN CENTRAL PETROLEUM CORPORATION

BY _____

APACHE CORPORATION

BY _____

STATE OF LOUISIANA]
PARISH OF ORLEANS]

Before me, the undersigned Notary Public in and for the said Parish and State, personally appeared to me personally known and known to me to be the Attorney-in-Fact of and who executed the within instrument in said capacity on behalf of Shell Offshore, Inc., a Delaware Corporation, the corporation described therein, and being by me duly sworn, did say and acknowledged to me that he voluntarily executed the same in said capacity in behalf of said corporation by authority of its Board of Directors and as the free and voluntary act and deed of said corporation for the purposes and considerations therein expressed.

Given under my hand and seal of office this day of , 1986.

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NOTARY PUBLIC IN AND FOR
PARISH, LOUISIANA MY

COMMISSION EXPIRES AT DEATH

STATE OF Texas
County OF Harris

Before me, the undersigned Notary Public in and for the said State, personally appeared [illegible], to me personally known and known to me to be the President of and who executed the within instrument in said capacity on behalf of [illegible], the corporation described therein, and being by me duly sworn, did say and acknowledge to me that he voluntarily executed the same in said capacity in behalf of said corporation by authority of its Board of Directors and as the free and voluntary act and deed of said corporation for the purposes and considerations therein expressed.

Given under my hand and seal of office this 7th day of March, 1986.

Jacqueline D. Canal
NOTARY PUBLIC IN AND FOR

JACQUELINE D. CANAL
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires 11-4-87

MY COMMISSION EXPIRES

STATE OF
OF

Before me, the undersigned Notary Public in and for the said State, personally appeared , to me personally known and known to me to be the of and who executed the within instrument in said capacity on behalf of , the corporation described therein, and being by me duly sworn, did say and acknowledge to me that he voluntarily executed the same in said capacity in behalf of said corporation by authority of its Board of Directors and as the free and voluntary act and deed of said corporation for the purposes and considerations therein expressed.

Given under my hand and seal of office this day of , 1986.

NOTARY PUBLIC IN AND FOR

MY COMMISSION EXPIRES

STATE OF
OF

Before me, the undersigned Notary Public in and for the said State, personally appeared , to me personally known and known to me to be the of and who executed the within instrument in said capacity on behalf of , the corporation described therein, and being by me duly sworn, did say and acknowledge to me that he voluntarily executed the same in said capacity in behalf of said corporation by authority of its Board of Directors and as the free and voluntary act and deed of said corporation for the purposes and considerations therein expressed.

Given under my hand and seal of office this day of , 1986.

NOTARY PUBLIC IN AND FOR

MY COMMISSION EXPIRES

OS-507

RELEASE OF OIL AND GAS LEASE

SHELL OFFSHORE INC., FEC OFFSHORE INVENTORY CO., FLUOR OIL AND GAS CORPORATION, CROWN CENTRAL PETROLEUM CORPORATION AND APACHE CORPORATION as owners and holders, hereby release, relinquish, and surrender all of their right, title, and interest in and to that certain Oil and Gas Lease, OCS-G-5008, granted to Shell Offshore Inc., Florida Exploration Company, Fluor Oil and Gas Corporation, Crown Central Petroleum Corporation and Apache Corporation by the United States of America, Bureau of Land Management, with an effective date of April 1, 1982 and covering the following described lands, to wit:

ALL OF BLOCK 120, HIGH ISLAND AREA, EAST ADDITION, AS SHOWN ON OCS LEASING MAP, TEXAS MAP NO. 7A, CONTAINING APPROXIMATELY 2924.73 ACRES.

THIS RELEASE CAN BE AND IS HEREBY EXECUTED IN COUNTERPARTS.

EXECUTED THIS DAY OF , 1986.

WITNESSES:

SHELL OFFSHORE INC.

BY_____
ATTORNEY-IN-FACT

FEC OFFSHORE INVENTORY CO.

BY_____

FLUOR OIL AND GAS CORPORATION

BY_____

CROWN CENTRAL PETROLEUM CORPORATION

BY_____
T. E. Yates
Vice President

APACHE CORPORATION

BY_____

STATE OF LOUISIANA]
PARISH OF ORLEANS]

Before me, the undersigned Notary Public in and for the said Parish and State, personally appeared to me personally known and known to me to be the Attorney-in-Fact of and who executed the within instrument in said capacity on behalf of Shell Offshore, Inc., a Delaware Corporation, the corporation described therein, and being by me duly sworn, did say and acknowledged to me that he voluntarily executed the same in said capacity in behalf of said corporation by authority of its Board of Directors and as the free and voluntary act and deed of said corporation for the purposes and considerations therein expressed.

Given under my hand and seal of office this day of , 1986.

_____
NOTARY PUBLIC IN AND FOR
PARISH, LOUISIANA MY

COMMISSION EXPIRES AT DEATH

CNBB8606318

STATE OF
OF

Before me, the undersigned Notary Public in and for the said State, personally appeared , to me personally known and known to me to be the of and who executed the within instrument in said capacity on behalf of , the corporation described therein, and being by me duly sworn, did say and acknowledge to me that he voluntarily executed the same in said capacity in behalf of said corporation by authority of its Board of Directors and as the free and voluntary act and deed of said corporation for the purposes and considerations therein expressed.

Given under my hand and seal of office this day of , 1986.

NOTARY PUBLIC IN AND FOR

MY COMMISSION EXPIRES

STATE OF
OF

Before me, the undersigned Notary Public in and for the said State, personally appeared , to me personally known and known to me to be the of and who executed the within instrument in said capacity on behalf of , the corporation described therein, and being by me duly sworn, did say and acknowledge to me that he voluntarily executed the same in said capacity in behalf of said corporation by authority of its Board of Directors and as the free and voluntary act and deed of said corporation for the purposes and considerations therein expressed.

Given under my hand and seal of office this day of , 1986.

NOTARY PUBLIC IN AND FOR

MY COMMISSION EXPIRES

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned Notary Public in and for the said State, personally appeared T.E. YATES , to me personally known and known to me to be the VICE-PRESIDENT of and who executed the within instrument in said capacity on behalf of CROWN CENTRAL PETROLEUM CORPORATION , the corporation described therein, and being by me duly sworn, did say and acknowledge to me that he voluntarily executed the same in said capacity in behalf of said corporation by authority of its Board of Directors and as the free and voluntary act and deed of said corporation for the purposes and considerations therein expressed.

Given under my hand and seal of office this 6th day of March , 1986.

Peggy L. Wright
NOTARY PUBLIC IN AND FOR

MY COMMISSION EXPIRES

PEGGY L. WRIGHT
Notary Public, State of Texas
My Commission Expires 10-7-89

OS-507

RELEASE OF OIL AND GAS LEASE

SHELL OFFSHORE INC., FEC OFFSHORE INVENTORY CO., FLUOR OIL AND GAS CORPORATION, CROWN CENTRAL PETROLEUM CORPORATION AND APACHE CORPORATION as owners and holders, hereby release, relinquish, and surrender all of their right, title, and interest in and to that certain Oil and Gas Lease, OCS-G-5008, granted to Shell Offshore Inc., Florida Exploration Company, Fluor Oil and Gas Corporation, Crown Central Petroleum Corporation and Apache Corporation by the United States of America, Bureau of Land Management, with an effective date of April 1, 1982 and covering the following described lands, to wit:

ALL OF BLOCK 120, HIGH ISLAND AREA, EAST ADDITION, AS SHOWN ON OCS LEASING MAP, TEXAS MAP NO. 7A, CONTAINING APPROXIMATELY 2924.73 ACRES.

THIS RELEASE CAN BE AND IS HEREBY EXECUTED IN COUNTERPARTS.

EXECUTED THIS DAY OF , 1986.

WITNESSES:

SHELL OFFSHORE INC.

BY_____
ATTORNEY-IN-FACT

FEC OFFSHORE INVENTORY CO.

BY_____

FLUOR OIL AND GAS CORPORATION

BY_____

CROWN CENTRAL PETROLEUM CORPORATION

BY_____

Brenda Gaulin
Kathleen A. Fanelli

APACHE CORPORATION

BY_____
M. Reid French, Jr., Attorney-In-Fact

STATE OF LOUISIANA]
PARISH OF ORLEANS]

Before me, the undersigned Notary Public in and for the said Parish and State, personally appeared to me personally known and known to me to be the Attorney-in-Fact of and who executed the within instrument in said capacity on behalf of Shell Offshore, Inc., a Delaware Corporation, the corporation described therein, and being by me duly sworn, did say and acknowledged to me that he voluntarily executed the same in said capacity in behalf of said corporation by authority of its Board of Directors and as the free and voluntary act and deed of said corporation for the purposes and considerations therein expressed.

Given under my hand and seal of office this day of , 1986.

_____
NOTARY PUBLIC IN AND FOR
PARISH, LOUISIANA MY

COMMISSION EXPIRES AT DEATH

CNBB2606318

STATE OF TEXAS:
COUNTY OF HARRIS:

Before me, the undersigned Notary Public in and for the said State, personally appeared M. Reid French, Jr., to me personally known and known to me to be the Attorney-in-Fact of and who executed the within instrument in said capacity on behalf of APACHE CORPORATION, the corporation described therein, and being by me duly sworn, did say and acknowledge to me that he voluntarily executed the same in said capacity in behalf of said corporation by authority of its Board of Directors and as the free and voluntary act and deed of said corporation for the purposes and considerations therein expressed.

Given under my hand and seal of office this 13th day of March, 1986.

Debra Kay Livingstone
NOTARY PUBLIC IN AND FOR

DEBRA KAY LIVINGSTONE NOTARY PUBLIC STATE OF TEXAS EXPIRES NOV. 6, 1989

MY COMMISSION EXPIRES

STATE OF
OF

Before me, the undersigned Notary Public in and for the said State, personally appeared , to me personally known and known to me to be the of and who executed the within instrument in said capacity on behalf of , the corporation described therein, and being by me duly sworn, did say and acknowledge to me that he voluntarily executed the same in said capacity in behalf of said corporation by authority of its Board of Directors and as the free and voluntary act and deed of said corporation for the purposes and considerations therein expressed.

Given under my hand and seal of office this day of , 1986.

NOTARY PUBLIC IN AND FOR

MY COMMISSION EXPIRES

STATE OF
OF

Before me, the undersigned Notary Public in and for the said State, personally appeared , to me personally known and known to me to be the of and who executed the within instrument in said capacity on behalf of , the corporation described therein, and being by me duly sworn, did say and acknowledge to me that he voluntarily executed the same in said capacity in behalf of said corporation by authority of its Board of Directors and as the free and voluntary act and deed of said corporation for the purposes and considerations therein expressed.

Given under my hand and seal of office this day of , 1986.

NOTARY PUBLIC IN AND FOR

MY COMMISSION EXPIRES