

CERTIFICATION-DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior under the Outer Continental Shelf Lands Act, approved August 7, 1953, 67 Stat. 462, 43 U.S.C. 1331 et seq., as amended, and delegated to the Regional Director of the Minerals Management Service, I do hereby:

- A. Approve the attached Agreement for the development and operation of the Green Canyon Block 184 unit, Gulf of Mexico Outer Continental Shelf, Offshore Louisiana.
- B. Certify and determine that the Unit Plan of Development and Operation contemplated in the attached Agreement is in the interest of conservation.

DATED:

August 14, 1986

W. E. McBr
Regional Supervisor
Production and Development
Minerals Management Service
Gulf of Mexico OCS Region

Contract No. 14-08-0001-20257

SCANNED

UNIT AGREEMENT

FOR

OUTER CONTINENTAL SHELF

EXPLORATION, PRODUCTION AND DEVELOPMENT

ON THE

GREEN CANYON 184 UNIT

Blocks 9, 10, 52, 53, 54, 96, 97, 98,
140, 141, 142, 184, 185, 228, 272

GREEN CANYON AREA

OFFSHORE LOUISIANA

CONTRACT No. _____



UA1/002w

SCANNED

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UNITIZATION AGREEMENT

THIS AGREEMENT, entered into as of the 1st day of August, 1986, by and between the parties subscribing, ratifying, or consenting hereto, hereinafter referred to individually as "Party" or jointly as "Parties";

WITNESSETH:

WHEREAS, Section 5(a) of the Act authorizes the Secretary of the Interior to prescribe rules and regulations which shall provide for unitization, pooling, and drilling agreements; and

WHEREAS, the rules and regulations of the Secretary, 30 CFR 250.190 et seq., it is deemed to be in the interest of conservation, prevention of waste, and protection of correlative rights to unitize the oil and gas interest in the Unit Area; and

WHEREAS, it is deemed to be in the interest of conservation to conduct exploration, development, and production operations in the Unit Area as though the area were subject to a single lease;

NOW, THEREFORE, in consideration of the premises and promises contained herein, it is agreed that:

ARTICLE I

DEFINITIONS

The following definitions of terms shall apply to this Agreement.

(a) ACT means the Outer Continental Shelf Lands Act of 1953, as amended, 43 U.S.C. 1331 et seq.

(b) AGREEMENT means this Unit Agreement, approved by the Regional Supervisor for conducting exploration, development, and production operations within the Unit Area.

(c) BLOCK means an area designated as a Block on a United States Official Leasing Protraction Diagram for an area of the Outer Continental Shelf.

(d) PARTICIPATING AREA is that part of the Unit Area that is reasonably proven by producible wells, geological information, and engineering data to be capable of producing hydrocarbons in paying quantities.

(e) REGIONAL SUPERVISOR means the Regional Supervisor of the Minerals Management Service, U.S. Department of the Interior, or his designee, authorized and empowered to regulate and approve unit operations.

(f) REGULATIONS means all rules prescribed or adopted pursuant to the Act. They include all Regulations prescribed or amended at any time to provide for the prevention of waste and conservation of the natural resources of the Outer Continental Shelf (OCS) and the protection of correlative rights therein.

(g) RESERVOIR means an underground porous, permeable medium containing an accumulation of oil or gas or both. Each zone of a general structure containing such an accumulation that is separated from any other accumulation of oil or gas or both in the structure is a separate "Reservoir."

(h) UNIT AREA means the area of the Outer Continental Shelf which is made subject to this Agreement and described in Article III.

(i) UNIT OPERATING AGREEMENT means an agreement made between the Working Interest Owners and the Unit Operator providing for the apportionment of costs and liabilities incurred in conducting operations pursuant to this Agreement and the establishment of such other rights and obligations as they deem appropriate.

(j) UNIT OPERATOR means the person, association, partnership, corporation, or other business entity designated by the Working Interest Owners and approved by the Regional Supervisor to conduct operations within the Unit Area in accordance with plans of operations approved pursuant to the Act and applicable Regulations, and this Agreement.

(k) UNITIZED SUBSTANCES means oil and/or gas within the Reservoirs that underlie the unitized lands, and which are recovered or produced by operations pursuant to this Agreement.

(l) WORKING INTEREST means an interest in the Unit Area held by virtue of a Lease, operating agreement, or other contractual arrangement under which, except as otherwise provided in this Agreement, the rights or authority to explore for, develop, and produce oil and gas are conferred. The authority delegated to the Unit Operator by this Agreement is not a Working Interest.

ARTICLE II

INCORPORATION

All provisions of the Act, the Regulations, other applicable laws, and the leases covering Outer Continental Shelf Lands within the Unit Area are made a part of this Agreement.

ARTICLE III

UNIT AREA AND EXHIBITS

3.1 The following described portion of the Outer Continental Shelf as shown on the United States Official Leasing Protraction Diagram, NG 15-3, is subject to valid Leases and constitutes the Unit Area.

Block 9	Green Canyon Area	OCS-G 5873
Block 10	Green Canyon Area	OCS-G 5874
Block 52	Green Canyon Area	OCS-G 5884
Block 53	Green Canyon Area	OCS-G 5885
Block 54	Green Canyon Area	OCS-G 5886
Block 96	Green Canyon Area	OCS-G 7990
Block 97	Green Canyon Area	OCS-G 5091
Block 98	Green Canyon Area	OCS-G 5092
Block 140	Green Canyon Area	OCS-G 4838
Block 141	Green Canyon Area	OCS-G 5906
Block 142	Green Canyon Area	OCS-G 5093
Block 184	Green Canyon Area	OCS-G 4518
Block 185	Green Canyon Area	OCS-G 5910
Block 228	Green Canyon Area	OCS-G 5912
Block 272	Green Canyon Area	OCS-G 8008

3.2 Exhibit "A" which is attached to this Agreement and made a part hereof, is a plat identifying the Unit Area and component Blocks and Leases.

3.3 Exhibit "B" which is attached to this Agreement and made a part hereof, is a schedule listing the component Leases, ownership of each, and the names and addresses of the owners thereof.

3.4 Exhibit "C" which will be submitted in accordance with the provisions of this Agreement and will be made part hereof, is a schedule listing the component parts of the Participating Area(s) by Lease and the percentage of oil or gas, or both, that is to be allocated to each Lease.

3.5 Exhibits "A," "B," and "C" shall be revised by the Unit Operator whenever changes in the Unit Area, changes in the Participating Area, changes in the ownership of one or more Leases, or changes in the percentages of oil or gas, or both, allocated to the individual Lease render such changes necessary. Four copies of the revised exhibits shall be submitted for the concurrence of the Regional Supervisor.

ARTICLE IV

DESIGNATION OF UNIT OPERATOR

4.1 **Conoco Inc.** is designated as the Unit Operator and by execution hereof agrees to accept the rights and obligations of the Unit Operator to explore for, develop, and produce oil and/or gas as provided in this Agreement. Exxon Corporation is designated as Sub-Operator for Block 96, OCS-G 7990, and Atlantic Richfield Company is

designated as Sub-Operator for Block 97, OCS-G 5091.

4.2 Except as otherwise provided in this Agreement and subject to the terms and conditions of approved plans of operations, the exclusive rights and obligations of the owners of Working Interest to conduct unit operations to explore for, develop, and produce oil and/or gas in the Unit Area are delegated to and shall be exercised by the Unit Operator. This delegation neither relieves a lessee of the obligation to comply with all Lease terms nor transfers title to any Lease or operating agreement.

ARTICLE V

RESIGNATION OR REMOVAL OF UNIT OPERATOR

5.1 The Unit Operator shall have the right to resign at any time. Such resignation shall not become effective until sixty (60) days after written notice of an intention to resign has been delivered by the Unit Operator to the Working Interest owners and the Regional Supervisor and until all platforms, artificial islands, installations, and other devices, including wells, used for conducting operations in the Unit Area are placed in a condition satisfactory to the Regional Supervisor for suspension or abandonment of operations. However, if a successor Unit Operator is designated and approved as provided in Article VI, the resignation shall be effective upon the designation and approval of the successor Unit Operator.

5.2 The Unit Operator may be subject to removal by the owners of a majority of the Working Interests as provided in the Unit Operating Agreement. This removal shall not be effective until the Working Interest Owners notify the Regional Supervisor and the Unit Operator, and until the Regional Supervisor approves the designation of a successor Unit Operator.

5.3 The resignation or removal of the Unit Operator shall not release the Unit Operator from liability for any failure to meet its obligations which accrued before the effective date of its resignation or removal.

5.4 The resignation or removal of the Unit Operator shall not terminate its right, title, or interest as the owner of a Working Interest or other interest in the Unit Area. However, when the resignation or removal of the Unit Operator becomes effective, the Unit Operator shall relinquish to the successor Unit Operator all wells, platforms, artificial islands, installations, devices, records, and the use of any other assets, used for conducting operations on the Unit Area.

ARTICLE VI

SUCCESSOR UNIT OPERATOR

6.1 Whenever the Unit Operator tenders its resignation as Unit Operator or is removed as provided in the Unit Operating Agreement, a successor Unit Operator may be designated by vote of the owners of a majority of the Working Interests in the Lease(s) subject to this Agreement in accordance with the provisions of the Unit Operating

Agreement and upon the successor Unit Operator's acceptance in writing of the rights and obligations of the Unit Operator. The successor Unit Operator shall file with the Regional Supervisor four (4) executed copies of the designation of successor. However, the designation shall not become effective until approved by the Regional Supervisor.

6.2 If no successor Unit Operator is designated as herein provided within sixty (60) days following notice to the Regional Supervisor of the resignation or removal of the Unit Operator, the Regional Supervisor at his election, may designate one of the Working Interest owners other than the Unit Operator as successor Unit Operator, or he may declare this Agreement terminated.

ARTICLE VII

UNIT OPERATING AGREEMENT

7.1 The owners of Working Interests and the Unit Operator shall enter into a Unit Operating Agreement which shall describe how all costs and liabilities incurred in maintaining or conducting operations pursuant to this Agreement shall be apportioned and assumed. The Unit Operating Agreement shall also describe how the benefits which may accrue from operations conducted on the Unit Area shall be apportioned.

7.2 The owners of Working Interests and the Unit Operator may establish by means of one or more Unit Operating Agreements such other

rights and obligations as they deem necessary or appropriate. However, no provision of the Unit Operating Agreement shall be deemed to modify the terms and conditions of this Agreement or to relieve the Working Interest Owners or the Unit Operator of any obligation set forth in this Agreement. In case of any inconsistency or conflict between this Agreement and the Unit Operating Agreement, the terms of this Agreement shall prevail.

7.3 Three (3) copies of the Unit Operating Agreement executed in conjunction with the first paragraph of this Article shall be attached to this Agreement when it is filed with the Regional Supervisor with a request for approval. Three (3) copies of all other Unit Operating Agreements and any amendments thereto also shall be filed with the Regional Supervisor.

ARTICLE VIII

APPEARANCES AND NOTICES

8.1 The Unit Operator shall, after notice to other Parties affected, have the right to appear on behalf of all Working Interest owners before the Department of the Interior or any other body legally empowered to issue decisions concerning orders or Regulations of the Department and to appeal from these decisions. The expense of these appearances shall be paid and apportioned as provided in the Unit Operating Agreement. However, any affected Working Interest owner shall also have the right at its own expense to be heard in any proceeding.

8.2 Any order or notice relating to this Agreement which is given to the Unit Operator by the Regional Supervisor shall be deemed given to all Working Interest Owners of the Unit Area. All notices required by this Agreement to be given to the Unit Operator, or the owners of Working Interests, shall be deemed properly given if given in writing and delivered personally or sent by prepaid registered or certified mail to the addresses shown on Exhibit "B," or to such other addresses as may have been furnished in writing to the party sending the notice.

ARTICLE IX

PLANS OF OPERATION

9.1 The Unit Operator shall submit Plans of Operations which are consistent with the requirements for plans of exploration or development and production as required by the Act, §250.34, and other sections of the Regulations. All operations within the Unit Area shall be conducted in accordance with an approved plan.

9.2 When no oil or gas is being produced in paying quantities from the Unit Area and when all or part of the Unit Area is subject to one or more Leases beyond the primary term, a continuous drilling or well reworking program shall be maintained with lapses of no more than ninety (90) days per lapse between such operations unless a suspension of production or other operations has been ordered or approved by the Regional Supervisor. Plans may call for a cessation of drilling operations for a reasonable period of time after the discovery and

delineation of a reservoir when such a pause in drilling activities is warranted to permit the design, fabrication, and erection of platforms and other installations needed for development and production operations, provided a suspension of production or other operations has been ordered or approved by the Regional Supervisor.

9.3 An acceptable initial plan of operations shall be submitted at the time this Agreement is filed for the Regional Supervisor's approval. Each plan of operations shall expire on the date specified in the plan. At least sixty (60) days before the scheduled expiration of any plan, unless for good cause the Regional Supervisor grants an extension, the Unit Operator shall file an acceptable subsequent plan of operations for approval in accordance with this Article.

ARTICLE X

REVISION OF UNIT AREA

10.1 The Unit Area may be further revised by additions necessary for Unit Operations or for the inclusion of an area capable of producing oil and/or gas in paying quantities whenever such action appears proper to include additional lands, or may be further revised by the contraction of the Unit Area when such contraction is necessary or advisable to conform with the purposes of this Agreement. Such additions or contractions shall be effected by the Unit Operator on its own motion after preliminary concurrence of the Regional Supervisor or

on demand of the Regional Supervisor. The effective date of any expansion or contraction of the Unit Area shall be the first of the month following the date of approval of the expansion or contraction by the Regional Supervisor, provided, however, that a more appropriate effective date may be used if justified by the Unit Operator and approved by the Regional Supervisor.

10.2 The Unit Area shall not be reduced on account of the depletion of the unitized substances for which it was established, but the Unit Area established under the provisions of this Article shall terminate automatically whenever operations are permanently abandoned in the Unit.

ARTICLE XI

PARTICIPATING AREAS

11.1 Prior to the commencement of production of unitized substances, or as soon thereafter as required by the Regional Supervisor, the Unit Operator shall submit to the Regional Supervisor, as Exhibit "C," a schedule by Lease of (a) all land reasonably proven to be productive of unitized substances in paying quantities by the drilling and completion of producible wells, geological information or engineering data, and (b) the percentage of unitized substances to be allocated to each Lease as provided in Article XII, hereof. All lands in said schedule, upon approval thereof by the Regional Supervisor, shall constitute the initial Participating Area, effective as of the

date such production commences. The Participating Area shall be described in parcels no smaller than quarter-quarter-quarter ($\frac{1}{4}-\frac{1}{4}-\frac{1}{4}$) blocks.

11.2 Subject to approval of the Regional Supervisor, the Participating Area or Areas so established shall be revised from time to time to include additional land reasonably proven to be productive in the same manner as provided in paragraph 11.1 of this Article, or lands proven not to be productive to be excluded in the same manner, and the Exhibit "C" shall be revised accordingly. The effective date of any revision shall be the first of the month in which the information is obtained which provides the basis for the approval of the revision by the Regional Supervisor, provided, however, that a more appropriate effective date may be used if justified by the Unit Operator and approved by the Regional Supervisor. No land shall be excluded from the Participating Area on account of depletion of the Unitized Substances.

11.3 A separate Participating Area may be established for each accumulation of Unitized Substances or for any group thereof which is produced as a single pool or zone and any two or more Participating Areas so established may be combined into one, all subject to approval of the Regional Supervisor.

11.4 Nothing herein contained shall be construed as requiring

any retroactive adjustment for production obtained prior to the effective date of the revision of the Participating Area.

ARTICLE XII

ALLOCATION OF PRODUCTION

12.1 Unitized Substances shall be allocated within the Participating Area(s) on a volumetric basis of equivalent oil and gas in place under original reservoir conditions as prescribed in the Unit Operating Agreement, and proportionally credited to the respective Leases committed hereto. The Unit Operator shall furnish the Regional Supervisor geological and engineering maps and data sufficient to support the net acre feet determination for volumetric allocation between Leases. Oil and gas produced from the Unit Area prior to the effective date of this Agreement shall not be allocated under this Agreement.

12.2 All Unitized Substances produced from each and every Participating Area established under this Agreement shall be deemed, for royalty and other purposes, to be produced from the Leases in the Participating Area on the basis agreed to by the Working Interest Owners and approved by the Regional Supervisor. For such payment of royalty and other purposes, each Lease within a Participating Area

shall have allocated to it a percentage of the production from such Participating Area, and the royalty due thereon shall be paid or caused to be paid by the respective owners of Working Interest. "The Unitized Substances produced from a Participating Area shall be allocated for royalty and other purposes as provided herein regardless of whether any well or wells are drilled and produced on any particular Lease within a Participating Area. "

12.3 For the purpose of determining royalty obligations, Unitized Substances on which royalty has been paid and which is used for repressuring, stimulation of production, or increasing ultimate recovery from the Unit Area, in conformity with an approved plan of operations, may be deemed to be a portion of the gas and liquid hydrocarbon substances subsequently saved, removed, or sold from the Unit Area. In such instances, a like amount of gas and liquid hydrocarbon substances similar to that previously used may be saved, removed, or sold from the Unit Area without paying a royalty thereon. However, as to dry gas, only dry gas and not products extracted therefrom may be saved, removed, or sold royalty-free. The royalty-free withdrawal shall be accomplished in accordance with an approved plan of operations, and the amounts of gas and liquid hydrocarbon substances withdrawn that are to be recognized as free of royalty charges shall be computed in accordance with a formula approved or prescribed by the Regional Supervisor. Any withdrawal of royalty-free gas or liquid hydrocarbon substances shall terminate upon the termination of this

Agreement, unless otherwise permitted. For the purposes of this paragraph, liquid hydrocarbon substances include natural gasoline and liquid petroleum gas fractions.

12.4 The allocation of oil and gas saved, removed, or sold for purposes other than for settlement of the royalty obligations of the Working Interest Owners or the settlement of a net profit share shall be on the basis prescribed in the Unit Operating Agreement, whether in conformity with the basis of allocation set forth above or otherwise.

ARTICLE XIII

AUTOMATIC ADJUSTMENT OF UNIT AREA

13.1 Any Lease or Leases not entitled to receive an allocation of unit production on the **tenth anniversary** of the effective date of the initial Participating Area established under this Agreement, shall be eliminated automatically from the Unit Area as of said tenth anniversary, and thereafter the Unit Area shall only be comprised of the Participating Area or Areas subject to the provisions of Article X and Article XVII.

13.2 If a Lease is no longer subject to this Agreement in accordance with the provisions of this Article, that Lease shall only be maintained and continued in force and effect in accordance with the terms and provisions contained in the Act, Regulations, and the Lease.

*New Article
Inserted
by Amendment*

ARTICLE XIV

RELINQUISHMENT OF LEASES

Pursuant to the provisions of the Leases and applicable regulations, a lessee of record shall, subject to the provisions of the Unit Operating Agreement, have the right to relinquish any of its interests committed hereto, in whole or in part; provided, that no relinquishment shall be made of any interests within a Participating Area without the prior approval of the Regional Supervisor. In the event such relinquishments result in the leasehold interest of only one Lease remaining committed hereto, this Agreement shall terminate automatically effective as of the date that only one Lease remains subject to this Agreement.

ARTICLE XV

RENTALS AND MINIMUM ROYALTIES

15.1 Rentals or minimum royalties due on Leases committed hereto shall be paid by the Working Interest Owners responsible therefor at the time and rate or rates specified in their respective Leases from the United States unless such rental or minimum royalty is suspended, or reduced by law or by approval of the Secretary.

15.2 If there is production from the Unit Area during the Lease year, the amount of royalty paid for production allocated to a Lease during the Lease year shall be credited against the minimum royalty obligation of the Lease.

ARTICLE XVI

EFFECTIVE DATE AND TERMINATION

16.1 This Agreement shall be effective on approval of the Regional Supervisor and shall terminate when oil and/or gas is no longer being produced from the Unit Area and drilling or well-reworking operations are no longer being conducted in accordance with the provisions of Article IX of this Agreement. If the Regional Supervisor has ordered or approved a suspension of operations or production on all or part of the Unit Area pursuant to the Regulations, this Agreement shall be continued in force and effect for the period of time equal to the length of the authorized suspension, and thereafter so long as operations are being conducted in accordance with the provisions of Article IX herein.

16.2 This Agreement may be terminated, with the approval of the Regional Supervisor at any time by an affirmative vote of the owners of a majority of the Working Interests in each tract committed to this Agreement or as otherwise specified in the Unit Operating Agreement.

ARTICLE XVII

LEASES AND CONTRACTS CONFORMED AND EXTENDED

17.1 The terms, conditions, and provisions of all Leases, subleases, and other contracts relating to exploration, drilling, development, or operations for oil or gas on lands committed to this Agreement, are hereby modified and amended only to the extent necessary to

make the same conform to the provisions hereof, but otherwise shall remain in force and effect.

17.2 The Regional Supervisor by his approval hereof, does hereby establish, alter, suspend, change, or revoke the drilling, production, rental, minimum royalty and royalty requirements of the Federal Leases committed hereto, to conform said requirements to the provisions of this Agreement, and, without limiting the generality of the foregoing, all Leases, subleases, and contracts are particularly modified in accordance with the following:

(a) Drilling and/or producing operations performed hereunder upon any unitized Lease will be accepted and deemed to be performed upon and for the benefit of each and every unitized Lease, and no Lease committed to this Agreement shall be deemed to expire by reason of failure to drill or produce a well thereon.

(b) Suspension of drilling or producing operations on all or part of the unitized lands pursuant to direction or consent of the Regional Supervisor shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every unitized Lease.

(c) Each Lease committed hereto shall continue in force as to all lands covered thereby for the term so provided therein, or as extended by law, and so long thereafter as gas or oil and/or

condensate is produced from a unit well in paying quantities, or drilling or well-reworking operations pursuant to the Regulations are conducted within the Unit Area, or operations are suspended hereunder as provided herein and operations are being conducted pursuant to the provisions of Article IX of this Agreement. This subsection shall not operate to continue in force any whole Lease excluded from the Unit Area by adjustment.

17.3 Upon termination of this Agreement, the Leases committed hereto may be continued in force and effect in accordance with the terms and conditions contained in the Act, the Regulations, and the Leases.

ARTICLE XVIII

COUNTERPARTS

This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all Parties. If this Agreement is executed in counterparts, all counterparts taken together shall have the same effect as if all Parties had signed the same instrument.

ARTICLE XIX

SUBSEQUENT JOINDER

The Regional Supervisor may order or, upon request, approve a subsequent joinder to the Unit Agreement pursuant to the expansion provisions of Article X. A request for a subsequent joinder shall be

accompanied by a signed counterpart to this Agreement and shall be submitted by the Unit Operator at the time it submits a notice of proposed expansion pursuant to Article X. A subsequent joinder shall be subject to the requirements which may be contained in the Unit Operating Agreement, if any, except that the Regional Supervisor may require modifications of any provision in a Unit Operating Agreement which he finds would prevent a subsequent joinder.

ARTICLE XX

REMEDIES

20.1 The failure of the Unit Operator to conduct operations in accordance with an approved plan of operation, to timely submit an acceptable plan for approval by the Regional Supervisor, or to comply with any other requirement of this Agreement in a timely manner shall, after notice of default to the Unit Operator with copies to all Working Interest Owners by the Regional Supervisor and after failure of the Unit Operator to remedy any default within a reasonable time as determined by the Regional Supervisor will result in automatic termination of this Agreement effective as of the first day of the default.

20.2 This remedy is in addition to any remedy which is prescribed in the Act, the Regulations, or a Lease committed to this Agreement or any action which may be brought by the United States to compel compliance with the provisions thereof.

ARTICLE XXI

NO WAIVER OF CERTAIN RIGHTS

Nothing contained in this Agreement shall be construed as a waiver by any Party hereto of the right to assert any legal or constitutional right or defense pertaining to the validity or invalidity of any law of the United States, or regulations issued thereunder, in any way affecting such party or as a waiver by any such party of any right beyond his or its authority to waive.

ARTICLE XXII

COVENANTS RUN WITH THE LAND

22.1 The covenants herein shall be construed to be running with the land with respect to the interests of the Parties hereto and their successors in interest until this Agreement terminates, and any grant, transfer, or conveyances, of interest in land or Leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest.

22.2 No assignment or transfer of any Working Interest or other interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original or certified copy of the instrument of transfer.

ARTICLE XXIII

UNAVOIDABLE DELAY

23.1 Compliance with obligations imposed on each Party by this Agreement, except for the payment of rental and royalty, shall not be required for the period of time that such compliance, despite the exercise of due diligence, is prevented by labor dispute, fire, war, civil disturbance, or act of God, or by Federal, State, or municipal law, or by acts of Federal or State governmental agencies, or by unavoidable accident, uncontrollable delays in transportation, inability to obtain necessary material in open market, or other matters beyond the reasonable control of Unit Operator, whether similar to matters listed herein or not. Where compliance is prevented only in part by one or more of the causes listed above, compliance with obligations shall be excused to a comparable extent.

23.2 No obligation which is prevented under this Article shall become due less than thirty (30) days after it has been determined that the reason for such inability to comply is no longer applicable.

23.3 Determination of the existence of an "Unavoidable Delay" situation and of creditable "Unavoidable Delay" time shall be made by the Unit Operator subject to approval of the Supervisor.

ARTICLE XXIV

NONDISCRIMINATION

In connection with the performance of work under this Agreement, the Unit Operator agrees to comply with all of the provisions of

Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319) as amended, reprinted in 41 CFR 60-1.8, which are hereby incorporated in this Agreement by reference.

IN WITNESS WHEREOF, the Working Interest owners and the Unit Operator have caused this Agreement to be executed as follows:

ACCEPTANCE OF RIGHTS AND OBLIGATIONS BY UNIT OPERATOR

I hereby accept and assume all rights and obligations of the Unit Operator as set forth above.

Dated: August 11, 1986

Authorized Signature: W T Prescott

Name: W. T. Prescott

Title: Attorney-in-Fact

Corporation: Conoco Inc.

Subscribed and sworn to me this 11th day of August

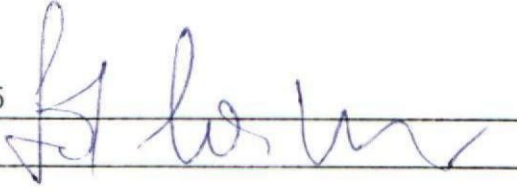
19 86 .

Notary Public: Virginia A. Atwood

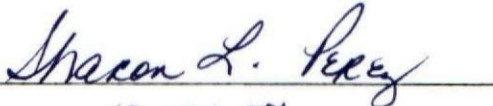
Virginia A. Atwood, The State of Texas
My Commission Expires: November 14, 1989

APPROVAL BY WORKING INTEREST OWNER(S)

As an owner of a Working Interest in the Unit Area, I hereby agree to the terms and conditions as set forth in this Agreement.

Dated: August 8, 1986
Authorized Signature: 

Name: Ed Cainer
Title: Executive Vice President
Corporation: Agip Petroleum Co. Inc.
Address: 2950 N. Loop West, Suite 300, Houston, Texas 77092
Subscribed and sworn to me this 8th day of August
1986 _____.

Notary Public: 
My Commission Expires: 12-21-88

* * * * *

Dated: _____
Authorized Signature: _____

Name: _____
Title: _____
Corporation: Atlantic Richfield Company
Address: _____
Subscribed and sworn to me this _____ day of _____
1986 _____.

Notary Public: _____
My Commission Expires: _____

APPROVAL BY WORKING INTEREST OWNER(S)

As an owner of a Working Interest in the Unit Area, I hereby agree to the terms and conditions as set forth in this Agreement.

Dated: _____

Authorized Signature: _____

Name: _____

Title: _____

Corporation: Agip Petroleum Co. Inc.

Address: _____

Subscribed and sworn to me this ____ day of _____
1986 _____.

Notary Public: _____

My Commission Expires: _____

* * * * *

Dated: 8-7-86

Authorized Signature: J. A. Sansbury

*JAS
LW
MS*

Name: J. A. Sansbury

Title: Attorney-in-fact

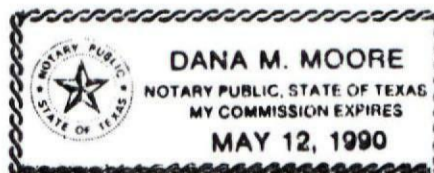
Corporation: Atlantic Richfield Company

Address: P.O. Box 1346, Houston, Texas 77251

Subscribed and sworn to me this 7 day of August
1986 _____.

Notary Public: Dana M. Moore

My Commission Expires: _____



SCANNED

APPROVAL BY WORKING INTEREST OWNER(S)

As an owner of a Working Interest in the Unit Area, I hereby agree to the terms and conditions as set forth in this Agreement.

Dated: August 11, 1986
Authorized Signature: G. H. Dearing

Name: G. H. Dearing
Title: Assistant Secretary
Corporation: Chevron U.S.A. Inc.
Address: 935 Gravier Street, New Orleans, LA 70112
Subscribed and sworn to me this 11th day of August,
1986.

Notary Public: [Signature]
My Commission Expires: at death

* * * * *

Dated: _____
Authorized Signature: _____

Name: _____
Title: _____
Corporation: Cities Service Oil and Gas Corporation
Address: _____
Subscribed and sworn to me this ____ day of _____
1986.

Notary Public: _____
My Commission Expires: _____

APPROVAL BY WORKING INTEREST OWNER(S)

As an owner of a Working Interest in the Unit Area, I hereby agree to the terms and conditions as set forth in this Agreement.

Dated: _____

Authorized Signature: _____

Name: _____

Title: _____

Corporation: Chevron U.S.A. Inc.

Address: _____

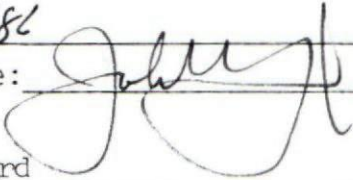
Subscribed and sworn to me this ____ day of _____
1986 _____.

Notary Public: _____

My Commission Expires: _____

* * * * *

Dated: July 31, 1986

Authorized Signature: 

Name: John V. Yard

Title: Attorney-in-Fact

Corporation: Cities Service Oil and Gas Corporation

Address: P. O. Box 27570, Houston, Texas 77227

Subscribed and sworn to me this 31st day of July
1986 _____.

Notary Public: Gladys M. Rose

My Commission Expires: February 28, 1989

APPROVAL BY WORKING INTEREST OWNER(S)

As an owner of a Working Interest in the Unit Area, I hereby agree to the terms and conditions as set forth in this Agreement.

Dated: August 11, 1986

Authorized Signature: W T Prescott

Name: W. T. Prescott

Title: Attorney-in-Fact

Corporation: Conoco Inc.

Address: P.O. Box 2197, Houston, Texas 77252

Subscribed and sworn to me this 11th day of August 1986.

Notary Public: Virginia A. Atwood

My Commission Expires: November 14, 1989

Virginia A. Atwood, The State of Texas

* * * * *

Dated: _____

Authorized Signature: _____

Name: _____

Title: _____

Corporation: Elf Aquitaine, Inc.

Address: _____

Subscribed and sworn to me this _____ day of _____ 1986.

Notary Public: _____

My Commission Expires: _____

APPROVAL BY WORKING INTEREST OWNER(S)

As an owner of a Working Interest in the Unit Area, I hereby agree to the terms and conditions as set forth in this Agreement.

Dated: _____

Authorized Signature: _____

Name: W. T. Prescott

Title: Attorney-in-Fact

Corporation: Conoco Inc.

Address: _____

Subscribed and sworn to me this _____ day of _____ 1986 _____.

Notary Public: _____

My Commission Expires: November 14, 1989

* * * * *

Dated: 8/1/86

Authorized Signature: [Signature]

Attest: By: [Signature]

Assistant Secretary

Name: R. R. Simmons

Title: Attorney-in-Fact

Corporation: Elf Aquitaine, Inc.

Allied Bank Plaza, Suite 3800

Address: 1000 Louisiana, Houston, Texas 77002

Subscribed and sworn to me this 1st day of August 1986 _____.

Notary Public: Polly C. Kent

My Commission Expires: 1/18/89

POLLY C. KENT
Notary Public, State of Texas
My Commission Expires January 18, 1989
Bonded by Lovett Agency, Lawyers Surety Fund

APPROVAL BY WORKING INTEREST OWNER(S)

As an owner of a Working Interest in the Unit Area, I hereby agree to the terms and conditions as set forth in this Agreement.

Dated: JUL 30 1986
Authorized Signature: *Nibert J. Johnson* *SW*

Name: NIBERT J. JOHNSON
Title: ATTORNEY IN FACT

Corporation: Exxon Corporation
Address: P.O. Box 4279, Houston, Texas, 7710-4279
Subscribed and sworn to me this 30th day of July
1986.

Notary Public: *Maria C. Currier*
My Commission Expires: 5/6/89



MARIA C. CURRIER
Notary Public, State of Texas
My Commission Expires 5/6/89.

* * * * *

Dated: _____
Authorized Signature: _____

Name: _____
Title: _____

Corporation: Murphy Oil USA, Inc.
Address: _____

Subscribed and sworn to me this _____ day of _____
1986.

Notary Public: _____
My Commission Expires: _____

APPROVAL BY WORKING INTEREST OWNER(S)

As an owner of a Working Interest in the Unit Area, I hereby agree to the terms and conditions as set forth in this Agreement.

Dated: _____
Authorized Signature: _____

Name: _____
Title: _____
Corporation: Exxon Corporation
Address: _____
Subscribed and sworn to me this ____ day of _____
1986 ____.

Notary Public: _____
My Commission Expires: _____

* * * * *

Dated: Aug. 6, 1986
Authorized Signature: Robert F. Sawyer

Name: Robert F. Sawyer
Title: Manager, Exploration Department
Corporation: Murphy Oil USA, Inc.
Address: 200 Peach Street, El Dorado, Arkansas, 71730
Subscribed and sworn to me this 6th day of Aug.
1986 ____.

Notary Public: Sharolyn Thomas
My Commission Expires: 4-16-92

APPROVAL BY WORKING INTEREST OWNER(S)

As an owner of a Working Interest in the Unit Area, I hereby agree to the terms and conditions as set forth in this Agreement.

Dated: August 6, 1986
Authorized Signature: Horace A. Vallas
Name: Horace A. Vallas
Title: Sr. Vice President
Corporation: Odeco Oil & Gas Company
Address: P. O. Box 61780, New Orleans, LA 70161
Subscribed and sworn to me this 6th day of August 1986.

Notary Public: Michael L. Peterson
My Commission Expires: MICHAEL L. PETERSON, NOTARY PUBLIC
In and For Orleans Parish,
State of Louisiana

* * * * * MY COMMISSION EXPIRES AT DEATH.

Dated: _____
Authorized Signature: _____
Name: _____
Title: _____
Corporation: Offshore Bechtel Associates Limited
Address: _____
Subscribed and sworn to me this _____ day of _____ 1986.

Notary Public: _____
My Commission Expires: _____

APPROVAL BY WORKING INTEREST OWNER(S)

As an owner of a Working Interest in the Unit Area, I hereby agree to the terms and conditions as set forth in this Agreement.

Dated: _____

Authorized Signature: _____

Name: _____

Title: _____

Corporation: Odeco Oil & Gas Company

Address: _____

Subscribed and sworn to me this ____ day of _____
1986 _____.

Notary Public: _____

My Commission Expires: _____

* * * * *

Dated: August 1, 1986

Authorized Signature: *R. J. Connelly*

Name: R. J. Connelly

Title: Managing Principal

Corporation: Offshore Bechtel Associates Limited

Address: P. O. Box 2166, Houston, Texas 77252-2166

Subscribed and sworn to me this 1st day of August
1986 _____.

Notary Public: *Betty V. Gibbs*

My Commission Expires: 10-03-87

APPROVAL BY WORKING INTEREST OWNER(S)

As an owner of a Working Interest in the Unit Area, I hereby agree to the terms and conditions as set forth in this Agreement.

Dated: August 5, 1986
Authorized Signature: G. J. Hoge *cons*

Name: G. J. Hoge
Title: Attorney-in-Fact
Corporation: Santa Fe International Corporation
Address: 3131 Turtle Creek Boulevard, Suite 100, Dallas, TX 75219
Subscribed and sworn to me this 5th day of August 1986 .

Notary Public: Cheryl Triglath
My Commission Expires: June 9, 1990

* * * * *

Dated: _____
Authorized Signature: _____

Name: _____
Title: _____
Corporation: Texaco Producing Inc.
Address: _____
Subscribed and sworn to me this _____ day of _____ 1986 _____.

Notary Public: _____
My Commission Expires: _____

APPROVAL BY WORKING INTEREST OWNER(S)

As an owner of a Working Interest in the Unit Area, I hereby agree to the terms and conditions as set forth in this Agreement.

Dated: _____
Authorized Signature: _____

Name: _____
Title: _____
Corporation: Santa Fe International Corp.
Address: _____
Subscribed and sworn to me this ____ day of _____
1986 ____.

Notary Public: _____
My Commission Expires: _____

* * * * *

Dated: August 5, 1986
Authorized Signature: A K Lilley

Name: A. K. Lilley
Title: Attorney-in-Fact
Corporation: Texaco Producing Inc.
Address: P.O. Box 60252, New Orleans, La. 70160
Subscribed and sworn to me this 5th day of August
1986 ____.

Notary Public: Gerianne P. Augustin
My Commission Expires: _____

GERIANNE P. AUGUSTIN
NOTARY PUBLIC
Parish of Orleans, State of Louisiana
My Commission is issued for Life.

6	Union 977	Union 978	979		981
	OCS-G 6926	OCS-G 6927	BEST AVAILABLE COPY		

6	Union 7	Odeco Murphy 8	Conoco Chevron Texaco Bechtel 9	Conoco Chevron Texaco Bechtel 10	Chevron Bechtel 11
	OCS-G 6988	OCS-G 5872	OCS-G 5873	OCS-G 5874	OCS-G 5875

0	51	Conoco Agip 52	Conoco Texaco 53	Conoco Agip 54	55
		OCS-G 5884	OCS-G 5885	OCS-G 5886	

4	95	Exxon 96	Arco Odeco Murphy Elf Aquil. 97	Conoco Chevron Santa Fe Agip 98	99
		OCS-G 7990	OCS-G 5091	OCS-G 5092	

8	Tenneco Chevron 139	Conoco Texaco Cities 140	Conoco Texaco 141	Conoco Texaco Santa Fe Agip 142	143
	OCS-G 4837	OCS-G 4838	OCS-G 5906	OCS-G 5093	

2	183	Conoco Texaco 184	Conoco Texaco 185	Shell 186	187
		OCS-G 4518	OCS-G 5910	OCS-G 7997	

6	Elf Aquil. Finadel Sohio 227	Conoco Texaco 228	229	Shell 230	231
	OCS-G 8001	OCS-G 5912		OCS-G 8002	

0	Elf Aquil. Finadel Sohio 271	Conoco Texaco 272	273	274	275
	OCS-G 8007	OCS-G 8008			

4	315	316	3
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CONOCO INC.
 Eastern Gulf of Mexico Div.
EXHIBIT A
UNIT AGREEMENT
BLOCK 184
GREEN CANYON UNIT


 1 MILE

SCANNED
 DATE: 3/21/88

EXHIBIT "B"
SCHEDULE LISTING OF COMPONENT LEASES AND OWNERSHIP
GREEN CANYON AREA

BLOCK 9, OCS-G 5873

Conoco Inc. - 33.33334%
P. O. Box 2197, Houston, Texas 77252
Attention: Division Exploration Manager, Eastern Gulf of Mexico
Division

Texaco Producing Inc. - 33.33333%
P.O. Box 60252, New Orleans, Louisiana 70160
Attention: Joint Interest Manager

Chevron U.S.A. Inc. - 28.0%
935 Gravier Street, New Orleans, Louisiana 70112
Attention: G. H. Dearing

Offshore Bechtel Associates Limited - 5.33333%
P.O. Box 2166, Houston, Texas 77252
Attention: William J. Campbell

BLOCK 10, OCS-G 5874

Conoco Inc. - 33.33334%
P.O. Box 2197, Houston, Texas 77252
Attention: Division Exploration Manager, Eastern Gulf of Mexico
Division

Texaco Producing Inc. - 33.33333%
P.O. Box 60252, New Orleans, Louisiana 70160
Attention: Joint Interest Manager

Chevron U.S.A. Inc. - 28.0%
935 Gravier Street, New Orleans, Louisiana 70112
Attention: G. H. Dearing

Offshore Bechtel Associates Limited - 5.33333%
P.O. Box 2166, Houston, Texas 77252
Attention: William J. Campbell

BLOCK 52, OCS-G 5884

Conoco Inc. - 50.0%
P. O. Box 2197, Houston, Texas 77252
Attention: Division Exploration Manager, Eastern Gulf of Mexico
Division

Agip Petroleum Co. Inc. - 50.0%
2950 North Loop West, Suite 300, Houston, Texas 77092
Attention: Vice President Exploration

BLOCK 53, OCS-G 5885

Conoco Inc. - 50.0%
P. O. Box 2197, Houston, Texas 77252
Attention: Division Exploration Manager, Eastern Gulf of Mexico
Division

Texaco Producing Inc. - 50.0%
P.O. Box 60252, New Orleans, Louisiana 70160
Attention: Joint Interest Manager

BLOCK 54, OCS-G 5886

Conoco Inc. - 66.66667%
P. O. Box 2197, Houston, Texas 77252
Attention: Division Exploration Manager, Eastern Gulf of Mexico
Division

Agip Petroleum Co. Inc. - 33.33333%
2950 North Loop West, Suite 300, Houston, Texas 77092
Attention: Vice President Exploration

BLOCK 96, OCS-G 7990

Exxon Corporation - 100.0%
P.O. Box 4279, Houston, Texas 77210-4279
Attention: F. M. Courreges

BLOCK 97, OCS-G 5091

Atlantic Richfield Company - 45.0%
P.O. Box 1346, Houston, Texas 77251
Attention: Land Manager

Elf Aquitaine, Inc. - 25.0%
1000 Louisiana, Suite 3800, Houston, Texas 77002
Attention: Land Department

Odeco Oil & Gas Company - 15.0%
P.O. Box 61780, New Orleans, Louisiana 70161
Attention: Manager Land and Legal

Murphy Oil USA, Inc. - 15.0%
200 Peach Street, El Dorado, Arkansas 71730
Attention: Claiborne P. Deming

BLOCK 98, OCS-G 5092

Conoco Inc. - 33.335%

P. O. Box 2197, Houston, Texas 77252
Attention: Division Exploration Manager, Eastern Gulf of Mexico
Division

Chevron U.S.A. Inc. - 33.333%

935 Gravier Street, New Orleans, Louisiana 70112
Attention: G. H. Dearing

Santa Fe International Corp. - 19.999%

3131 Turtle Creek Boulevard, Suite 100, Dallas, Texas 75219-5478
Attention: G. J. Hoge

Agip Petroleum Co. Inc. - 13.333%

2950 North Loop West, Suite 300, Houston, Texas 77092
Attention: Vice President Exploration

BLOCK 140, OCS-G 4838

Conoco Inc. - 33.33334%

P. O. Box 2197, Houston, Texas 77252
Attention: Division Exploration Manager, Eastern Gulf of Mexico
Division

Texaco Producing Inc. - 33.33333%

P.O. Box 60252, New Orleans, Louisiana 70160
Attention: Joint Interest Manager

Cities Service Oil and Gas Corporation - 33.33333%

P.O. Box 27570, Houston, Texas 77227
Attention: C. F. Tomek

BLOCK 141, OCS-G 5906

Conoco Inc. - 50.0%

P. O. Box 2197, Houston, Texas 77252
Attention: Division Exploration Manager, Eastern Gulf of Mexico
Division

Texaco Producing Inc. - 50.0%

P.O. Box 60252, New Orleans, Louisiana 70160
Attention: Joint Interest Manager

BLOCK 142, OCS-G 5093

Conoco Inc. - 25.0%

P. O. Box 2197, Houston, Texas 77252
Attention: Division Exploration Manager, Eastern Gulf of Mexico
Division

Texaco Producing Inc. - 50.0%
P.O. Box 60252, New Orleans, Louisiana 70160
Attention: Joint Interest Manager

Agip Petroleum Co. Inc. - 10.0%
2950 North Loop West, Suite 300, Houston, Texas 77092
Attention: Vice President Exploration

Santa Fe International Corp. - 15.0%
3131 Turtle Creek Boulevard, Suite 100, Dallas, Texas 75219-5478
Attention: G. J. Hoge

BLOCK 184, OCS-G 4518

Conoco Inc. - 33.33334%
P. O. Box 2197, Houston, Texas 77252
Attention: Division Exploration Manager, Eastern Gulf of Mexico
Division

Texaco Producing Inc. - 33.33333%
P.O. Box 60252, New Orleans, Louisiana 70160
Attention: Joint Interest Manager

Cities Service Oil and Gas Corporation - 33.33333%
P.O. Box 27570, Houston, Texas 77227
Attention: C. F. Tomek

BLOCK 185, OCS-G 5910

Conoco Inc. - 50.0%
P. O. Box 2197, Houston, Texas 77252
Attention: Division Exploration Manager, Eastern Gulf of Mexico
Division

Texaco Producing Inc. - 50.0%
P.O. Box 60252, New Orleans, Louisiana 70160
Attention: Joint Interest Manager

BLOCK 228, OCS-G 5912

Conoco Inc. - 50.0%
P. O. Box 2197, Houston, Texas 77252
Attention: Division Exploration Manager, Eastern Gulf of Mexico
Division

Texaco Producing Inc. - 50.0%
P.O. Box 60252, New Orleans, Louisiana 70160
Attention: Joint Interest Manager

BLOCK 272, OCS-G 8008

Conoco Inc. - 50.0%

P. O. Box 2197, Houston, Texas 77252

Attention: Division Exploration Manager, Eastern Gulf of Mexico
Division

Texaco Producing Inc. - 50.0%

P.O. Box 60252, New Orleans, Louisiana 70160

Attention: Joint Interest Manager

EXHIBIT "C"
SCHEDULE LISTING OF COMPONENT PARTS OF THE PARTICIPATING AREA(S)
GREEN CANYON AREA

BLOCK 9, OCS-G 5873 PARTICIPATING AREAS OWNERSHIP PERCENTAGE

Conoco Inc.
Texaco Producing Inc.
Chevron U.S.A. Inc.
Offshore Bechtel
Associates Limited

BLOCK 10, OCS-G 5874 PARTICIPATING AREAS OWNERSHIP PERCENTAGE

Conoco Inc.
Texaco Producing Inc.
Chevron U.S.A. Inc.
Offshore Bechtel
Associates Limited

BLOCK 52, OCS-G 5884 PARTICIPATING AREAS OWNERSHIP PERCENTAGE

Conoco Inc.
Agip Petroleum Co. Inc.

BLOCK 53, OCS-G 5885 PARTICIPATING AREAS OWNERSHIP PERCENTAGE

Conoco Inc.
Texaco Producing Inc.

BLOCK 54, OCS-G 5886 PARTICIPATING AREAS OWNERSHIP PERCENTAGE

Conoco Inc.
Agip Petroleum Co. Inc.

BLOCK 96, OCS-G 7990 PARTICIPATING AREAS OWNERSHIP PERCENTAGE
Exxon Corporation

BLOCK 97, OCS-G 5091 PARTICIPATING AREAS OWNERSHIP PERCENTAGE
Atlantic Richfield
Company
Elf Aquitaine, Inc.
Odeco Oil & Gas Company
Murphy Oil USA, Inc.

BLOCK 98, OCS-G 5092 PARTICIPATING AREAS OWNERSHIP PERCENTAGE
Conoco Inc.
Chevron U.S.A. Inc.
Santa Fe International
Corp.
Agip Petroleum Co. Inc.

BLOCK 140, OCS-G 4838 PARTICIPATING AREAS OWNERSHIP PERCENTAGE
Conoco Inc.
Texaco Producing Inc.
Cities Service Oil and
Gas Corporation

BLOCK 141, OCS-G 5906 PARTICIPATING AREAS OWNERSHIP PERCENTAGE
Conoco Inc.
Texaco Producing Inc.

<u>BLOCK 142, OCS-G 5093</u>	<u>PARTICIPATING AREAS</u>	<u>OWNERSHIP PERCENTAGE</u>
Conoco Inc.		
Texaco Producing Inc.		
Agip Petroleum Co. Inc.		
Santa Fe International Corp.		

<u>BLOCK 184, OCS-G 4518</u>	<u>PARTICIPATING AREAS</u>	<u>OWNERSHIP PERCENTAGE</u>
Conoco Inc.		
Texaco Producing Inc.		
Cities Service Oil and Gas Corporation		

<u>BLOCK 185, OCS-G 5910</u>	<u>PARTICIPATING AREAS</u>	<u>OWNERSHIP PERCENTAGE</u>
Conoco Inc.		
Texaco Producing Inc.		

<u>BLOCK 228, OCS-G 5912</u>	<u>PARTICIPATING AREAS</u>	<u>OWNERSHIP PERCENTAGE</u>
Conoco Inc.		
Texaco Producing Inc.		

<u>BLOCK 272, OCS-G 8008</u>	<u>PARTICIPATING AREAS</u>	<u>OWNERSHIP PERCENTAGE</u>
Conoco Inc.		
Texaco Producing Inc.		

