

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 Minerals Manager of the Minerals Management Service, I do hereby:

- A. Approve the attached Agreement for the development and operation of the South Pass Blocks 33/48/49, D-70 RA-BUL(1)-1 Sand 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 prevents waste, conserves the natural resources of the Outer Continental Shelf, and protects the correlative rights therein.

DATED:

August 22, 1984

James E. McBurn
Regional Supervisor
Reserves and Development
Minerals Management Service
Gulf of Mexico Region

Contract No. 14-08-0001-20241



UNIT AGREEMENT FOR OUTER CONTINENTAL SHELF
DEVELOPMENT AND PRODUCTION OPERATIONS
ON THE D-70 RA-BUL(1)-1 SAND UNIT

BLOCKS 33, 48 and 49

SOUTH PASS AREA

OFFSHORE LOUISIANA

CONTRACT NO. 20241

UNIT AGREEMENT
D-70 RA-BUL(1)-1 SAND
SOUTH PASS BLOCKS 33, 48 & 49
OFFSHORE LOUISIANA

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UNIT AGREEMENT

D-70 RA BUL(1)-1 SAND
BLOCKS 33, 48 and 49
SOUTH PASS AREA
OFFSHORE LOUISIANA

W I T N E S S E T H:

WHEREAS, §.5(a)(4) of the Act authorizes the Secretary of the Interior to provide for unitization, pooling, and drilling agreements;

WHEREAS, it is deemed to be in the national interest to unitize the oil and gas interests in the Unit Area; and

WHEREAS, it is deemed to be in the national interest to conduct exploration, development, and production operations in the Unit Area in a timely and safe manner;

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.

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

AGREEMENT means this Unit Agreement, approved by the Director for conducting development and production operations within the Unit Area.

BLOCK means an area designated as a block on a United States Official Leasing Protraction Diagram for an area of the OCS.

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.

REGULATIONS means all regulations prescribed or adopted pursuant to the Act. They include all regulations prescribed or amended at any time in order 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.

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".

UNIT AREA means the portion of the OCS which is made subject to this Agreement and described in Article III.

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.

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.

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 right delegated to the Unit Operator by this Agreement is not a working interest.

ARTICLE II

INCORPORATION BY REFERENCE

All provisions of the Act, the Regulations, other applicable laws, and the Leases covering OCS lands within the Unit Area are made part of this Agreement.

ARTICLE III
UNIT AREA AND EXHIBITS

3.1 The area specified on the map attached hereto marked Exhibit A is hereby designated and recognized as constituting the Unit Area containing 2,610.932 acres, more or less.

3.2 The above Unit Area may, subject to appropriate approval, be expanded to include therein additional acreage whenever such expansion is necessary or advisable to conform with the purposes of this Agreement.

3.3 Exhibit A, attached hereto and made a part hereof, is a plat showing the Unit Area, boundaries and oil and gas leases in said area. Exhibit B, attached hereto and made a part hereof, is a schedule describing each tract within the Unit Area, setting forth the percentage and kind of ownership of oil and gas interest in each tract and the unit participation interest percentage of each tract in the Unitized Reservoir. The unit participation interest of each tract is hereby accepted and approved by the Regional Supervisor as being correct. Exhibits A and B shall be revised by the Unit Operator whenever changes render it necessary and four (4) copies shall be filed with the Regional Supervisor.

ARTICLE IV
UNITIZED LAND AND UNITIZED SUBSTANCES

4.1 All land committed to this Agreement shall constitute land referred to in Exhibit A as the "Unit Area". All oil and/or gas produced from the D-70 RA-BUL(1)-1 Sand, of the Unit Area is unitized under the terms of this Agreement and are referred to herein as "Unitized Substances".

4.2 The D-70 RA-BUL(1)-1 Sand is defined as that productive sand occurring between 11,324 feet and 11,804 feet measured depth on the Induction Spherically Focused Log dated April 17, 1977, in the OCS-G 2177 No. 4 Well, South Pass Block 49, said sand being common to OCS-G 2176, 2177 and 2939 and sometimes herein referred to as "Unitized Sand" or "Unitized Reservoir".

ARTICLE V
DESIGNATION OF UNIT OPERATOR

5.1 Gulf Oil Corporation, acting by and through Gulf Oil Exploration and Production Company, a division of Gulf Oil Corporation, is designated as the Unit Operator and agrees to accept the rights and obligations of the Unit Operator to explore for, develop, and produce oil and gas as provided in this Agreement.

5.2 Except as otherwise provided in this Agreement and subject to the terms and conditions or approved exploration and development and plans, the exclusive rights and obligations of the owners of Working Interests to conduct unit operations to explore for, develop, and produce oil and 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 VI
RESIGNATION OR REMOVAL OF UNIT OPERATOR

6.1 The Unit Operator shall have the right to resign at any time. Such resignation shall not become effective until 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 artificial islands, installation, 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 VII, the resignation shall be effective upon the designation and approval of the successor Unit Operator.

6.2 The Unit Operator may be subject to removal by the vote of parties owning ninety (90%) percent interest in the Unit Area after excluding the interest of the Unit Operator. 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.

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

6.4 The resignation or removal of the Unit Operator shall not terminate his 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 artificial islands, installations, devices, records, and any other Unit assets used for conducting operations on the Unit Area.

ARTICLE VII SUCCESSOR UNIT OPERATOR

7.1 Whenever the Unit Operator tenders his resignation as Unit Operator or is removed as provided in Article VI, a successor Unit Operator may be designated by (a) affirmative vote of three (3) or more Working Interest owners owning at least fifty-five (55%) percent of the Working Interests, based on their respective shares of the acreage subject to this Agreement or the estimated volume of oil or gas, or both originally in place; or decision of the Working Interest Owners pursuant to the Unit Operating Agreements and (b) 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 executed copies of the designation of successor. However, the designation shall not become effective until approved by the Regional Supervisor.

7.2 If no successor Unit Operator is designated as herein provided within 60 days following notice to the Regional Supervisor of the resignation or removal of a 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 VIII
UNIT OPERATING AGREEMENT

8.1 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.

8.2 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 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 a Unit Operating Agreement, the terms of this Agreement shall prevail.

8.3 Three 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 copies of all other Unit Operating Agreements and any amendments thereto also shall be filed with the Regional Supervisor.

ARTICLE IX
APPEARANCES AND NOTICES

9.1 The Unit Operator shall, after notice to other parties affected, have the right to appeal 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 a Unit Operating Agreement. However, any affected Working Interest Owner shall have the right at his own expense to be heard in any proceeding.

9.2 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 they are in writing and delivered personally or sent by prepaid registered or certified mail to the addresses set forth below or to such other addresses as may have been furnished in writing to the party sending the notice:

Gulf Oil Exploration and Production Company
Eastern Offshore Area
Post Office Box 61990
New Orleans, Louisiana 70161
Attention: Area Production Manager

Mobil Oil Exploration & Producing Southeast Inc.
1250 Poydras Building
New Orleans, Louisiana 70113
Attention: Joint Interest Manager

Pennzoil Oil & Gas, Inc.
Pennzoil Producing Company
Post Office Box 2967
Houston, Texas 77001
Attention: Joint Interest Manager

Pogo Producing Company
Post Office Box 61289
Houston, Texas 77208
Attention: Mr. Ken Good

Union Oil Company of California
(Operator for Eugene Shoal Oil Company)
900 Executive Plaza West
4635 Southwest Freeway
Houston, Texas 77027
Attention: Joint Interest Manager

Amoco Production Company
Post Office Box 50879
New Orleans, Louisiana 70150
Attention: Division Production Manager - Offshore

Texas Eastern Exploration Co.
Post Office Box 2521
Houston, Texas 77252
Attention: Joint Interest Manager

ARTICLE X

PLAN OF OPERATIONS

10.1 The Unit Operator shall submit Plans of Operations which are not inconsistent with the requirements for plans of 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.

10.2 When no oil or gas is being produced in paying quantities from the Unit Area and when all or part of the 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 90 days per lapse between such operations unless a suspension of production or other operations has been ordered or approved by the Regional Supervisor.

10.3 An acceptable Plan of Operations shall be submitted at the time this Agreement is filed for the Regional Supervisor's approval. Each development and production plan shall expire on the date specified in the plan. At least 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 operation for approval in accordance with this Article.

ARTICLE XI

REVISION OF UNIT AREA AND ALLOCATION OF PRODUCTION

11.1 Unitized Substances produced from the Unit Area shall be allocated on the basis of hydrocarbons in place, under original reservoir conditions, credited to the respective tracts committed hereto. Oil and/or gas produced from the Unit Area prior to the effective date of this Agreement shall not be allocated under this Agreement. The royalty payments under leases committed hereto shall be based and calculated upon the production allocated to the tracts as specifically provided herein.

11.2 The Unit Area so established shall be revised from time to time, subject to the approval of the Regional Supervisor whenever such action appears proper as a result of further drilling operations or otherwise to include additional lands or to exclude lands. The effective date of any revision of the Unit Area shall be the first of the month in which is obtained the knowledge or information on which such revision is predicated; provided, however, that a more appropriate effective date may be used if justified by the Unit Operator and approved by the Regional Supervisor.

11.3 In the event any lands are added to the Unit Area, a reasonable and fair participation shall be allocated to the new lands on the basis of original hydrocarbons in place. The determination of the hydrocarbons in place creditable to such lands shall be done in the same manner and by the same procedures used to determine the tract percentages of participation as shown on Exhibit C. If the Unit Area is so expanded, the hydrocarbons in place credited to land originally in the Unit Area shall not be subject to change. The only change will be to increase the total amount of hydrocarbons in place in the Unit Area by adding to the original total the total amount of hydrocarbons in place allocated to new lands. Provided, that there shall never be any retroactive allocation of interest in the Unitized Substances produced, or the proceeds thereof, by reason of any revision.

11.4 The Unit Operator shall pay all production royalties and make deliveries of oil and gas which are payments or royalties taken in kind or which, pursuant to the Act, are purchased by the United States.

11.5 For the purpose of determining royalty obligations, gas and liquid hydrocarbon 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 shares 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.

ARTICLE XII

RENTALS AND MINIMUM ROYALTIES

12.1 Rental 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 lease from the United States unless such rental or minimum royalty is suspended or reduced by law or by approval of the Secretary.

12.2 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 XIII

LEASES AND CONTRACTS CONFORMED AND EXTENDED

13.1 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.

13.2 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 requirement 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 Unitized Lands pursuant to direction or consent of the Secretary, or his duly authorized representative, 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 and/or oil may be produced from a unit well in paying quantities, or drilling or well-reworking operations pursuant to the Regulations are conducted within the Unit Area, operations are suspended hereunder as provided herein, or operations are being conducted pursuant to the provisions of Article X of this Agreement.

13.3 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 XIV
EFFECTIVE DATE AND TERMINATION

14.1 This Agreement shall be effective on June 1, 1983, and shall terminate when oil and 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 X of this Agreement.

If the Regional Supervisor has ordered 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 X herein.

14.2 This Agreement may be terminated, with the approval of the Regional Supervisor, by an affirmative vote of the owners of a majority of the Working Interests in each lease committed to this Agreement, provided, the Regional Supervisor has determined the purposes and objectives of this Agreement have been accomplished and completed.

ARTICLE XV
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 XI. 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 he submits a notice of proposed expansion pursuant to Article XII. 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 XVI

REMEDIES

16.1 The failure of the Unit Operator to conduct operations in accordance with an approved plan of operations, 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.

16.2 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 XVII

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 XVIII

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 XIX
NONDISCRIMINATION

In connection with the performance of work under this Agreement, the 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 60-1.4(a) and with all Certification of Nonsegregated Facilities as specified in 41 CFR 60-1.8 which are hereby incorporated by reference in this Agreement.

ARTICLE XX
COVENANTS RUN WITH THE LAND

20.1 The covenants herein shall be construed to be covenants running with the land with respect to the interest 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.

20.2 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 Operating is furnished with the original, photostatic, or certified copy of the instrument of transfer.

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: MAY 4, 1984
Authorized Signature: *R. E. Galvez*
Name: R. E. GALVEZ
Title: Attorney-in-Fact
Corporation: Gulf Oil Corporation
Address: P. O. Box 61590, New Orleans, Louisiana 70161
Subscribed and sworn to me this 4th day of MAY, 1984.
Notary Public: *Warren J. Steggard*
My Commission Expires: at death

APPROVAL BY WORKING INTEREST OWNER(S)

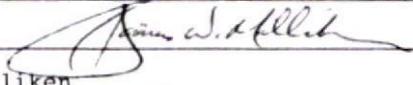
As an owner of a Working Interest in the Unitized Area, I hereby agree to the terms and conditions as set forth in this Agreement.

Dated: May 4, 1984
Authorized Signature: *J. J. O'Connor*
Name: J. J. O'Connor
Title: Attorney-in-Fact
Corporation: Mobil Oil Exploration & Producing Southeast Inc.
Address: 1250 Poydras Bldg., New Orleans, Louisiana 70113
Subscribed and sworn to me this 4th day of May, 1984.
Notary Public: *Daisy F. Hirsch*
My Commission Expires: DAISY F. HIRSCH
Notary Public, Parish of Orleans, State of La.
My Commission is limited for life.

APPROVAL BY WORKING INTEREST OWNER(S)

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

Dated: May 8, 1984

Authorized Signature: 

Name: James W. Milliken

Title: Vice President

Corporation: Pennzoil Oil & Gas, Inc.

Address: Post Office Box 2967, Houston, Texas 77001

Subscribed and sworn to me this 8th day of May, 1984.

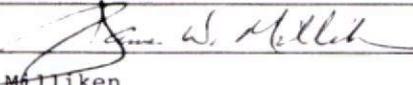
Notary Public: Yolanda R. Patino /Yolanda R. Patino

My Commission Expires: 6/16/84

APPROVAL BY WORKING INTEREST OWNER(S)

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

Dated: May 8, 1984

Authorized Signature: 

Name: James W. Milliken

Title: Vice President

Corporation: Pennzoil Producing Company

Address: Post Office Box 2967, Houston, Texas 77001

Subscribed and sworn to me this 8th day of May, 1984.

Notary Public: Yolanda R. Patino /Yolanda R. Patino

My Commission Expires: 6/16/84

APPROVAL BY WORKING INTEREST OWNER(S)

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

Dated: May 7, 1984

Authorized Signature: *W. B. Phillips*

Name: W. B. Phillips

Title: Senior Vice President

Corporation: Pogo Producing Company

Address: Post Office Box, 61289, Houston, Texas 77208

Subscribed and sworn to me this 7th day of May, 1984.

Notary Public: *Kathleen E. Caliendo*

My Commission Expires: KATHLEEN E. CALIANDRO
Notary Public in Harris County
for the State of Texas
My Commission Expires December 29, 1984

APPROVAL BY WORKING INTEREST OWNER(S)

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

Dated: May 7, 1984

Authorized Signature: *T. W. Stoy, Jr.*

Name: T. W. Stoy, Jr.

Title: Vice President

Corporation: Eugene Shoal Oil Company

Address: 4635 Southwest Freeway, Houston, Texas 77027

Subscribed and sworn to me this 7th day of May, 1984.

Notary Public: *Maria Lamar Hinojosa*

My Commission Expires: MARIA LAMAR HINOJOSA
Notary Public in and for Harris County, Texas
My Commission Expires October 3, 1984

APPROVAL BY WORKING INTEREST OWNER(S)

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

Dated: MAY 7 1984

Authorized Signature: R. J. Giguere 710

Name: R. J. GIGUERE

Title: ATTORNEY-IN-FACT

Corporation: Amoco Production Company

Address: Post Office Box 50879 New Orleans, Louisiana 70150

Subscribed and sworn to me this 9th day of MAY, 1984.

Notary Public: Janette Guillot

My Commission Expires: AT DEATH

APPROVAL BY WORKING INTEREST OWNER(S)

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

Dated: May 8, 1984

Authorized Signature: J. T. Forrest, Jr.

Name: J. T. Forrest, Jr.

Title: Vice President

Corporation: Texas Eastern Exploration Co.

Address: Post Office Box 2521, Houston, Texas 77252

Subscribed and sworn to me this 8th day of May, 1984.

Notary Public: Nanette Guillot

My Commission Expires: _____

NANETTE GUILLOT
Notary Public, State of Texas
My Commission Expires June 25, 1991

SIGNATURE PAGE
RATIFICATION OF D-70 RA-BUL(1)-1 SAND
UNIT AGREEMENT

APPROVAL BY LESSEE

As a Lessee of OCS-G 2939 who is not an owner of a Working Interest in the Unitized Area, I hereby ratify and agree to the terms and conditions set forth in this Agreement.

Dated: July 17, 1984
Authorized Signature: *E. J. Rathke*
Name: E. J. Rathke
Title: Assistant Secretary
Corporation: Chevron U.S.A. Inc.
Address: 935 Gravier Street, New Orleans, LA 70112

Subscribed and sworn to me this 17th day of July, 1984.
Notary Public: *Barbara M. Lake*
My Commission Expires: AT DEATH

APPROVAL BY LESSEE

As a Lessee of OCS-G 2939 who is not an owner of a Working Interest in the Unitized Area, I hereby ratify and agree to the terms and conditions set forth in this Agreement.

Dated: August 9, 1984
Authorized Signature: *J. R. Vermillion*
Name: J. R. VERMILLION
Title: PRESIDENT
Corporation: Park Oil and Gas, Inc.
Address: 4500 Clearview Parkway, Suite 201 Metairie, La. 70006

Subscribed and sworn to me this 9th day of AUGUST, 1984.
Notary Public: *J. R. Vermillion*
My Commission Expires: AT DEATH

APPROVAL BY LESSEE

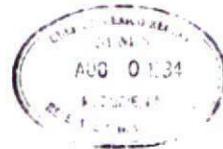
As a Lessee of OCS-G 2939 who is not an owner of a Working Interest in the Unitized Area, I hereby ratify and agree to the terms and conditions set forth in this Agreement.

Dated: July 30th, 1984
Authorized Signature: *J. W. Stey*
Name: J. W. Stey, Esq.
Title: Attorney-in-Fact
Corporation: Union Oil Company of California
Address: 4635 Southwest Freeway, Houston, TX 77027

Subscribed and sworn to me this 30th day of July, 1984.
Notary Public: *Maria Teresa Hernandez*
My Commission Expires: October 3, 1989

EXHIBIT B

Attached to that certain Unit Agreement covering the D-70 RA-BUL(1)-1 Sand and including portions of South Pass Blocks 33, 48 & 49



COMPONENT LEASES AND OWNERSHIP
D-70 RA-BUL(1)-1 SAND

<u>TRACT NUMBER</u>	<u>LEASE</u>	<u>BLOCK NUMBER</u>	<u>EFFECTIVE DATE-LEASE</u>	<u>EXPIRATION DATE</u>	<u>AMOUNT OF ACREAGE</u>	<u>BASIC ROYALTY OWNERSHIP</u>	<u>LEASE OWNERSHIP</u>	<u>TRACT OPERATING RIGHTS</u>
1	OCS-G 2939	South Pass 33	12/01/74	11/30/79	485.324	United States of America (1/6 of 8/8ths)	Chevron U.S.A. - 60.93750% Union of Cal. - 8.75000% Texas Eastern - 10.00000% Park O & G - 20.31250%	Gulf - 43.50000% MOEPSI - 36.50000% Pennzoil O & G - 4.00498% Pennzoil Prod. - 10.00000% Pogo - 5.99502%
11	OCS-G 2176	South Pass 48	11/01/72	10/31/77	732.228	United States of America (1/6 of 8/8ths)	Eugene Shoal - 80.00000% Texas Eastern - 20.00000%	Eugene Shoal - 80.00000% Texas Eastern - 20.00000%
111	OCS-G 2177	South Pass 49	11/01/72	10/31/77	1393.380	United States of America (1/6 of 8/8ths)	Gulf - 43.50000% MOEPSI - 36.50000% Pennzoil O&G - 4.00498% Pennzoil Prod - 10.00000% Pogo - 5.99502%	Gulf - 43.50000% MOEPSI - 36.50000% Pennzoil O & G - 4.00498% Pennzoil Prod. - 10.00000% Pogo - 5.99502%
					TOTAL ACRES:	2610.932		

EXHIBIT "C"

Attached to that certain Unit Agreement covering the D-70 RA-BUL(1)-1 Sand, and including portions of South Pass Blocks 33, 48 & 49

	<u>TRACT I:</u>	<u>TRACT II:</u>	<u>TRACT III:</u>
DESCRIPTION:	That Portion of South Pass Block 33; OCS-C 2939 as set forth in Exhibit "A"	That Portion of South Pass Block 48; OCS-G 2176 as set forth in Exhibit "A"	That portion of South Pass Block 49; OCS-G 2177, as set forth in Exhibit "A"
SURFACE ACREAGE:	485.324 Acres	732.228 Acres	1393.380 Acres
TRACT PARTICIPATION INTEREST:	7.3483%	20.5%	72.1517%

ORIGINAL

EXHIBIT "C"

Attached to that certain Unit Agreement
covering the D-70 RA-BUL(1)-1 Sand, and
including portions of South Pass Blocks 33, 48 & 49

	<u>TRACT I:</u>	<u>TRACT II:</u>	<u>TRACT III:</u>
DESCRIPTION:	That Portion of South Pass Block 33; OCS-G 2939 as set forth in Exhibit "A"	That Portion of South Pass Block 48; OCS-G 2176 as set forth in Exhibit "A"	That portion of South Pass Block 49; OCS-G 2177, as set forth in Exhibit "A"
SURFACE ACREAGE:	485.324 Acres	732.228 Acres	1393.380 Acres
LEASEHOLD WORKING INTEREST:	Gulf - 43.5% MOEPSI - 36.5% Pennzoil O & G - 4.00498% Pennzoil Prod. - 10.0% Pogo Prod. - 5.99502%	Eugene Shoal - 40% Amoco - 40% Texas Eastern Exploration - 20%	Gulf - 43.5% MOEPSI - 36.5% Pennzoil O & G - 4.00498% Pennzoil Prod. - 10.0% Pogo Prod. - 5.99502%
TRACT PARTICIPATION INTEREST:	7.3483%	20.5%	72.1517%