



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

RECEIVED
JUN 20 1985
 MINERALS MANAGEMENT SERVICE
 METAIRIE DISTRICT
 Gulf of Mexico OCS Reg. • Metairie, LA.

504-837-4720

OCS-G 8026

Offering Date 5/22/85
 Map Area and Block Number NG 16-1 - 408

DECISION

Rental \$ 17,280
 Balance of Bonus \$ 820,000.00

Name

Exxon Corporation
 Post Office Box 4279
 Houston, Texas 77210-4279

Texas Gas Exploration Corporation

Elf Aquitaine, I

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 (30 CFR 256), your bid for the above block is accepted. 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 firm's rental indicated above in accordance with the attached Instructions for Electronic Funds Transfer. Payment must be received by the Federal Reserve Bank of New York no later than noon, eastern standard time, on the 11th business day after receipt of this decision (30 CFR 256.47). That day is **JUN 25 1985**
- 3. Comply with bonding requirements according to 30 CFR 256, Subpart I.
- 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 11th business day after receipt of this decision. 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.

Original Signed: John L. Rankin

Regional Director

Date JUN 7 1985

Attachments

POSTED-WINSTEAD

Form MMS-2005
(August 1982)
(formerly Form 3300-1)

UNITED STATES
DEPARTMENT OF THE INTERIOR
MINERALS MANAGEMENT SERVICE

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

This form does not constitute an information collection as defined by 44 U.S.C. 3508
and therefore does not require approval by the Office of Management and Budget.

Office	Serial number
Metairie, LA	OCS-G 8026
Cash bonus	Rental rate per acre, hectare or fraction thereof
\$1,025,000.00	\$3.00 per acre
Minimum royalty rate per acre, hectare or fraction thereof	Royalty rate
\$3.00 per acre	12 1/2 percent
Work commitment	Profit share rate

This lease is effective as of _____ (hereinafter called the "Effective Date") and shall continue for an initial period of ten years (hereinafter called the "Initial Period"), by and between the United States of America (hereinafter called the "Lessor"), by the Regional Director, Gulf of Mexico OCS Region Minerals Management Service, its authorized officer, and

Exxon Corporation	55%
Elf Aquitaine, Inc.	25%
Texas Gas Exploration Corporation	20%

(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, 1963, 67 Stat. 462; 43 U. S.C. 1331 et seq., as amended (92 Stat. 629), (hereinafter called the "Act"). The lease is issued subject to the Act; all regulations issued pursuant to the statute and in existence upon the Effective Date of this lease; all regulations issued pursuant to the statute 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 containing approximately 5760 acres or _____ hectares (hereinafter referred to as the "leased area"), described as follows:

All of Block 408, Atwater Valley, OCS Official Protraction Diagram, NG 16-1.

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 Minerals Management Service 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 from the Effective Date of the lease for the Initial Period 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 as shown on the face hereof.

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 as shown on the face hereof 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 as shown on the face hereof 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. The Lessee shall not be required to provide storage for royalty paid in amount in excess of tankage required when royalty is paid in value. When royalties are paid in amount, the Lessee shall not be held liable for the loss or destruction of royalty 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 Minerals Management Service and tendered to the Director.

Sec. 8. 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 security 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 pursuant to Section 5 of the Act and compensation shall be paid when provided by the Act.

(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 where the exercise of 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 diligently 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 wellhead 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(b) of the Act.

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 Nons segregated 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, restrooms and washrooms, restaurants and other eating areas, timeclocks, 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 within 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 Minerals Management Service any instrument of assignment or other transfer of this lease, or any interest therein, in accordance with applicable regulations.

(Continued on reverse)

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 Minerals Management Service 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 Section 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 after before or after they have qualified, and during their 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, form a part of this lease insofar as they may be applicable.

(Lessee)

(Signature of Authorized Officer)

(Name of Signatory)

(Title)

(Date)

(Address of Lessee)

THE UNITED STATES OF AMERICA, Lessor

(Signature of Authorized Officer)

(Name of Signatory)
Regional Director
Gulf of Mexico OCS Region
Minerals Management Service

(Title)

(Date)

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

(Lessee)

(Lessee)

(Signature of Authorized Officer)

(Signature of Authorized Officer)

(Name of Signatory)

(Name of Signatory)

(Title)

(Title)

(Date)

(Date)

(Address of Lessee)

(Address of Lessee)

(Lessee)

(Lessee)

(Signature of Authorized Officer)

(Signature of Authorized Officer)

(Name of Signatory)

(Name of Signatory)

(Title)

(Title)

(Date)

(Date)

(Address of Lessee)

(Address of Lessee)

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

(Lessee)

(Lessee)

(Signature of Authorized Officer)

(Signature of Authorized Officer)

(Name of Signatory)

(Name of Signatory)

(Title)

(Title)

(Date)

(Date)

(Address of Lessee)

(Address of Lessee)

(Lessee)

(Lessee)

(Signature of Authorized Officer)

(Signature of Authorized Officer)

(Name of Signatory)

(Name of Signatory)

(Title)

(Title)

(Date)

(Date)

(Address of Lessee)

(Address of Lessee)

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
MINERALS MANAGEMENT SERVICE

Outer Continental Shelf, Central Gulf of Mexico
Oil and Gas Lease Sale (May 1985)

OCS-G 8026

STIPULATION NO. 1 - CULTURAL RESOURCES

(a) "Cultural resource" means any site, structure, or object of historic or prehistoric archaeological significance. "Operations" means any drilling, mining, or construction or placement of any structure for exploration, development, or production of the lease.

(b) If the Regional Director (RD) believes a cultural resource may exist in the lease area, the RD will notify the lessee in writing. The lessee shall then comply with subparagraphs (1) through (3).

- (1) Prior to commencing any operations, the lessee shall prepare a report, as specified by the RD, to determine the potential existence of any cultural resource that may be affected by operations. The report, prepared by an archaeologist and geophysicist, shall be based on an assessment of data from remote-sensing surveys and other pertinent cultural and environmental information. The lessee shall submit this report to the RD for review.
- (2) If the evidence suggests that a cultural resource may be present, the lessee shall either:
 - (i) Locate the site of any operation so as not to adversely affect the area where the cultural resource may be; or
 - (ii) Establish to the satisfaction of the RD that a cultural resource does not exist or will not be adversely affected by operations. This shall be done by further archaeological investigation conducted by an archaeologist and a geophysicist, using survey equipment and techniques deemed necessary by the RD. A report on the investigation shall be submitted to the RD for review.
- (3) If the RD determines that a cultural resource is likely to be present on the lease and may be adversely affected by operations, the RD will notify the lessee immediately. The lessee shall take no action that may adversely affect the cultural resource until the RD has told the lessee how to protect it.

(c) If the lessee discovers any cultural resource while conducting operations on the lease area, the lessee shall report the discovery immediately to the RD. The lessee shall make every reasonable effort to preserve the cultural resource until the RD has told the lessee how to protect it.

BEST AVAILABLE COPY

18026

EXXON COMPANY, U.S.A.

POST OFFICE BOX 4279 • HOUSTON, TEXAS 77210-4279

August 2, 1985

EXPLORATION DEPARTMENT
GULF / ATLANTIC DIVISION

Side-Scan and Magnetometer
Deep-water Waiver Request

RECEIVED
AUG 8 1985
MINERALS MANAGEMENT SERVICE
GULF OF MEXICO DISTRICT
Gulf of Mexico • CCS Field • Metairie, LA.

Mr. Jack Hendricks
District Supervisor
Metairie District (D0-5)
Minerals Management Service
3301 North Causeway Blvd.
P. O. Box 7966
Metairie, Louisiana 70010

Dear Mr. Hendricks:

A geophysical contractor, working on the behalf of Exxon Company, U.S.A., will soon begin a shallow hazards survey over the following blocks:

Atwater Valley Block 408
Mississippi Canyon Blocks 282, 755, 940, and 941

Due to water depths ranging between 1800 and 5900 feet in these areas and the operational limitations of the side-scan sonar and magnetometer systems, Exxon is hereby requesting a deep-water waiver for side-scan and magnetometer data acquisition over the aforementioned lease blocks. Accordingly, we would appreciate your consideration of this waiver.

If agreeable, please indicate in the space below.

Sincerely,

J. E. Corthay
Geophysical Operations
(713) 591-5163

JEC:dmc

Agreed and accepted this 9th day of August 1985.

By: Jack Hendricks
Minerals Management Service

Date: August 9, 1985

DESIGNATION OF OPERATOR

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

DISTRICT LAND OFFICE: Metairie, Louisiana
SERIAL NO.: OCS-G-8026

and hereby designates

NAME: Exxon Corporation
ADDRESS: P. O. Box 4279
Houston, Texas 77210-4279

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 408, Atwater Valley,
OCS Official Protraction Diagram, NG 16-



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.

TEXAS GAS EXPLORATION CORPORATION

By: L. E. Baker

(Signature of lessee)

L. E. Baker, Vice President

July 26, 1985

(Date)

P. O. Box 4326, Houston, Texas 77210-4326

(Address)

DESIGNATION OF OPERATOR

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

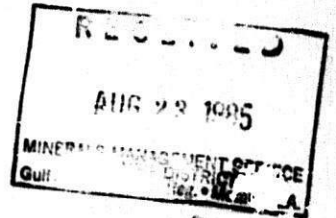
DISTRICT LAND OFFICE: Metairie, Louisiana
SERIAL No.: OCS-G-8026

and hereby designates

NAME: Exxon Corporation
ADDRESS: P.O. Box 4279; Houston, Texas 77210-4279
its

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 408, Atwater Valley
OCS Official Protraction Diagram, NG 16-1



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

Elf Aquitaine, Inc.

By: MEMMOR
R. R. Simmons (Signature of lessee)
Attorney-in-Fact
Allied Bank Plaza; 1000 Louisiana, Suite 3800
Houston, Texas 77002

August 2, 1985

(Date)

(Address)

POSTED-WINSTEAD



United States Department of the Interior

MINERALS MANAGEMENT SERVICE
GULF OF MEXICO OCS REGION
P.O. BOX 7944
METAIRIE, LOUISIANA 70010

8026

In Reply Refer To: LE-3-1
OCS-G 8026

Instrument:

Filed : December 17, 1985
Executed : December 12, 1985
Approved : April 3, 1986
Effective: November 5, 1985

Exxon Corporation
Assignor

Amoco Production Company
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 the undivided interest set out below, to wit:

Amoco Production Company 27.5%

Record title interest is now held as follows:

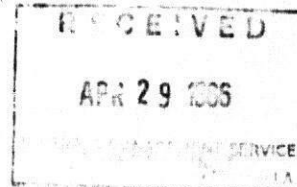
OCS-G 8026 All of Block 408, Atwater Valley

Exxon Corporation	27.5%
Elf Aquitaine, Inc.	25.0%
Texas Gas Exploration Corporation	20.0%
Amoco Production Company	27.5%

J. Rogers Percy
J. Rogers Percy
Regional Director

cc: Assignor
Assignee
Parties in Interest
Case File

POSTED-WINSTEAD



DESIGNATION OF OPERATOR

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

DISTRICT LAND OFFICE: Metairie, Louisiana
SERIAL No.: OCS-G-8026

RECEIVED
DEC 17 3 55 PM '85
MINERALS MANAGEMENT SERVICE
REGIONAL OIL AND GAS MANAGEMENT AGENCY
METairie, Louisiana

and hereby designates

NAME: Exxon Corporation
ADDRESS: P. O. Box 4279
Houston, Texas 77210-4279

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 408, Atwater Valley, OCS Official Protraction Diagram, NG 16-4, containing approximately 5760 acres.

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 immediate 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.

AMOCO PRODUCTION COMPANY

W. F. Rogue

(Signature of lessee)

Attorney-In-Fact
P. O. Box 50879
New Orleans, Louisiana 70150

(Address)

November 5, 1985

(Date)

RECEIVED
APR 29 1985
MINERALS MANAGEMENT SERVICE
REGIONAL OIL AND GAS MANAGEMENT AGENCY
METairie, Louisiana



United States Department of the Interior

MINERALS MANAGEMENT SERVICE
GULF OF MEXICO OCS REGION
1420 SOUTH CLEARVIEW PARKWAY
NEW ORLEANS, LOUISIANA 70123-2384

In Reply Refer To: LE-3-1
N.O. Misc. No. 070

December 11, 1986

ACTION

CSX Oil & Gas Corporation

Oil and Gas

CHANGE OF NAME RECOGNIZED

On November 7, 1986, there was filed in this office evidence of change of name from Texas Gas Exploration Corporation to CSX Oil & Gas Corporation, effective October 1, 1986.

In connection with this change, the following evidence was received:

1. Certification reflecting that the Article of Amendment to the Articles of Incorporation of Texas Gas Exploration Corporation annexed thereto is a full, true and correct copy, duly executed by Jim Brown, Secretary of State of the State of Louisiana, on October 1, 1986, with additional certification by D. L. Rogers, Assistant Secretary of CSX Oil & Gas Corporation, on October 1, 1986;
2. Certificate reflecting that a copy of an Amendment to the Articles of Incorporation of Texas Gas Exploration Corporation changing the corporate name to CSX Oil & Gas Corporation was recorded and filed on October 1, 1986, the date the Amendment became effective, duly executed by Jim Brown, Secretary of State of the State of Louisiana, on October 1, 1986;
3. Certificate reflecting, among other things, that the corporation's name was changed to CSX Oil & Gas Corporation on October 1, 1986, duly executed by Dan L. Rogers, Assistant Secretary of CSX Oil & Gas Corporation, on October 20, 1986.
4. Statement of CSX Oil & Gas Corporation duly executed by D. L. Rogers, Assistant Secretary of the corporation, on October 1, 1986, reflecting the following:

POSTED - WINSTEAD

- A. CSX Oil & Gas Corporation is incorporated in the State of Louisiana;
 - B. CSX Oil & Gas Corporation is authorized to hold oil and gas leases on the Outer Continental Shelf;
5. Certificate listing the officers, as well as their authority to bind CSX Oil & Gas Corporation, duly executed by Dan L. Rogers, Assistant Secretary of the corporation, on October 29, 1986;
 6. Name Change Endorsement/Rider to be attached to and form part of OCS Mineral Lessee's and Operator's Bond Number 400 EB 3112, changing the name of the principal from Texas Gas Exploration Corporation to CSX Oil & Gas Corporation, effective October 1, 1986;
 7. Listing of the oil and gas leases to be affected by the change in corporate name.

In view of the evidence submitted, the change of ownership as to the oil and gas leases listed below is recognized and the records so noted.

<u>OCS-G NO.</u>	<u>OCS-G NO.</u>	<u>OCS-G NO.</u>	<u>OCS-G NO.</u>	<u>OCS-G NO.</u>
0795	1981	5419	6273	6979
0900	2082	5448	6274	6980
0902	2392	5449	6282	7161
0986	2393	5470	6332	7174
0991	2423	5471	6333	7180
0992	2721	5523	6347	7223
0994	2722	5524	6348	7346
0995	2738	5568	6357	7353
0997	2757	5639	6364	7358
1028	2833	5669	6365	7364
1029	3134	5670	6583	7451
1037	3135	5697	6619	7466
1038	3225	5703	6639	7605
1152	3485	6108	6678	7680
1153	4461	6229	6694	7807
1172	4591	6235	6696	8026✓
1216	4702	6237	6721	8104
1217	5276	6259	6722	8132
1535	5356	6260	6777	8133
1977	5364	6253	6813	8192
1978	5401	6286	6972	8413
1580	5402	6272	6978	

CSX Oil & Gas Corporation

N.O. Misc. No. 070

OPERATING RIGHTS ONLY

QCS-0. 00.

1984
1982
1959

J. R. Rogers
J. Rogers, President
Regional Director

cc: Lessees and Associates
Qualification File (N. O. Misc. No. 070)
Case Files



United States Department of the Interior

80263
[Redacted]

MINERALS MANAGEMENT SERVICE
GULF OF MEXICO OCS REGION
1261 ELMWOOD PARK BOULEVARD
NEW ORLEANS, LOUISIANA 70122-2394

In Reply Refer To: LE-3-1
N. O. Misc. No. 898

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July 1, 1988

AUG 9 1988

ACTION

MINERALS MANAGEMENT SERVICE
NEW ORLEANS DISTRICT
Gulf of Mexico * UCS Reg * Oil & Gas

TOTAL MINATOME CORPORATION

ACCEPTANCE OF MERGER

On June 29, 1988, there was filed in this office for approval evidence of merger of CSX Oil & Gas Corporation, a Louisiana corporation (N. O. Misc. No. 070), with and into TOTAL Minatome Corporation, a Delaware corporation, (N. O. Misc. No. 898), effective April 27, 1988. The name of the surviving corporation is TOTAL MINATOME CORPORATION (N. O. Misc. No. 898).

In connection with this merger, the following evidence was received:

1. Certificate of Ownership and Merger merging CSX Oil & Gas Corporation into TOTAL MINATOME CORPORATION, duly certified by the Secretary of State of the State of Delaware on April 28, 1988, with additional certification by J. Kirby Barry, Assistant Secretary of TOTAL MINATOME CORPORATION on April 29, 1988;
2. Certificate reflecting that TOTAL MINATOME CORPORATION is incorporated under the laws of the State of Delaware and that it is authorized to hold mineral leases and rights-of-way on the Outer Continental Shelf, duly executed by J. Kirby Barry, Assistant Secretary of the corporation, on April 29, 1988;
3. Copy of the resolution adopted by the Board of Directors of TOTAL MINATOME CORPORATION on December 14, 1987, duly certified by J. Kirby Barry, Assistant Secretary of the corporation, on April 29, 1988;
4. Incumbency Certificate listing the officers of TOTAL MINATOME CORPORATION, duly executed by J. Kirby Barry, Assistant Secretary of the corporation, on April 29, 1988;
5. Listing of the oil and gas leases and pipeline right-of-way to be affected by the merger.

Since the transfer and vesting of property rights in the surviving corporation have been effected by State statute by operation of law and not by individual conveyances, the merger is hereby approved insofar as it affects leases under 30 CFR 256 and pipeline rights-of-way under 30 CFR 250. The change in ownership as to the oil and gas leases and pipeline right-of-way listed below is recognized and the records so noted:

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OIL AND GAS LEASES

<u>OCS-G NO.</u>	<u>OCS-G NO.</u>	<u>OCS-G NO.</u>	<u>OCS-G NO.</u>
0795	2392	6235	6978
0900	2393	6237	6979
0902	2423	6259	6980
0986	2721	6260	7161
0991	2722	6263	7174
0993	2738	6266	7180
0994	2757	6332	7223
0995	2833	6333	7346
0997	3134	6347	7353
1028	3135	6348	7358
1029	3323	6357	7364
1037	3485	6364	7451
1038	4401	6583	7466
1152	5401	6619	7605
1153	5402	6639	7620
1172	5470	6678	7807
1216	5471	6694	8026
1217	5568	6696	8104
1977	5639	6721	8132
1979	5669	6722	8133
1980	5670	6777	8192
1981	5697	6813	8413
2082	5703	6972	

PIPELINE RIGHT-OF-WAYOCS-G NO.

6384

J. Rogers Percy
 J. Rogers Percy
 Regional Director

cc: Lessees and Associates
 Qualification File (N. O. Misc. No. 898)
 Case Files

Attachment

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ATTACHMENT

OPERATING RIGHTS

As a result of the merger of CSX Oil & Gas Corporation with and into TOTAL MINATOME CORPORATION, TOTAL MINATOME CORPORATION now owns OPERATING RIGHTS in the following oil and gas lease:

OCS-G NO.

3950

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UNITED STATES
DEPARTMENT OF THE INTERIOR
MINERALS MANAGEMENT SERVICE

DESIGNATION OF OPERATOR

This form does not constitute an information collection as defined by 44 U.S.C. 3502 and therefore does not require approval by the Office of Management and Budget

The lessee identified below is, on the records of the Minerals Management Service, a leaseholder of:

Lease Number: OCS-G 8026
Regional Office: New Orleans, Louisiana

and hereby designates

Name: Exxon Corporation
P. O. Box 4279
Address: Houston, Texas 77210-4279

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 Regional Director or his representative may serve written or oral instructions in securing compliance with the Operating Regulations with respect to (describe block or aliquot portion to which this designation is applicable):

All of Block 408, Atwater Valley, OCS Official Protraction Diagram, NG 16-1

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NEW ORLEANS DISTRICT
Gulf of Mexico * OCS Reg * NO 14

It is understood that this designation of operator does not relieve the lessee of responsibility for compliance with the terms of the lease, laws, regulations, and Outer Continental Shelf Orders applicable to the area. 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 to notify the Regional Director promptly of any change in the designated operator.

June 24, 1988
(Date)

TOTAL MINATOME CORPORATION
(Name of Lessee)

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JUN 24 1988

Minerals Management Service
Leasing & Environment

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J. P. Donnet
(Authorized Signature of Lessee)

J. P. Donnet, President and
Chief Executive Officer
Two Houston Center, Suite 2000
P. O. Box 4326
Houston, Texas 77210-4326

1987-10-15 TANDRICKS