



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
 OCT 27 1989

MINERALS MANAGEMENT SERVICE
 NEW ORLEANS DISTRICT
 Gulf of Mexico - OCS Tract - NO. 101

804-837-4720

OCS-G 8300

Offering Date
 12/18/85

Map Area and Block Number
 PEN - 769

DECISION

Rental
 \$ 15,087

Balance of Bonus
 \$1,020,000.00

Name

Cities Service Oil and Gas Corporation
 at Office Box 27570
 Houston, Texas 77227

Elf Aquitaine, Inc.

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 transmit the three copies of attached lease. (If lease is executed by an agent, evidence must be furnished of agent's authorization.)
2. Pay the balance of bonus and the first year's rental indicated above 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 OCT 27 1989
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.

(Orig. Sgd.) J. ROGERS PEARCY

Regional Director

Date OCT 11 1989

Attachments

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UNITED STATES
DEPARTMENT OF THE INTERIOR
MINERALS MANAGEMENT SERVICE

Outer Continental Shelf, Eastern Gulf of Mexico
Oil and Gas Lease Sale 94

OCS-G 8300

Stipulation No. 1--Protection of Archaeological Resources.

(a) "Archaeological resource" means any prehistoric or historic district, site, building, structure, or object (including shipwrecks); such term includes artifacts, records, and remains which are related to such a district, site, building, structure, or object. (Section 301(5), National Historic Preservation Act, as amended, 16 U.S.C. 470w(5)). "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 an archaeological resource may exist in the lease area, the RD will notify the lessee in writing. The lessee shall then comply with paragraphs (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 archaeological resource that may be affected by operations. The report, prepared by an archaeologist and a geophysicist, shall be based on an assessment of data from remote-sensing surveys and of other pertinent archaeological and environmental information. The lessee shall submit this report to the RD for review.
- (2) If the evidence suggests that an archaeological 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 archaeological resource may be; or
 - (ii) Establish to the satisfaction of the RD that an archaeological 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 an archaeological resource is likely to be present in the lease area 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 archaeological resource until the RD has told the lessee how to protect it.

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

Stipulation No. 2--Live Bottom Areas.

For activities conducted under Plans of Exploration, the provisions of this stipulation shall apply only in water depths of 100 meters or less. For activities conducted under Development and Production Plans, the provisions of this stipulation shall apply in water depths of 200 meters or less.

Prior to any drilling activity or the construction or placement of any structure for exploration or development on this lease including, but not

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limited to, well drilling and pipeline and platform placement, the lessee will submit to the Regional Director (RD) a bathymetry map prepared utilizing remote sensing and/or other survey techniques. This map will include interpretations for the presence of live bottom areas within a minimum of 1,820 meters radius of a proposed exploration or production activity site.

For the purpose of this stipulation, "live bottom areas" are defined as seagrass communities; or those areas which contain biological assemblages consisting of such sessile invertebrates as sea fans, sea whips, hydroids, anemones, ascidians, sponges, bryozoans, or corals living upon and attached to naturally occurring hard or rocky formations with rough, broken, or smooth topography; or areas whose lithology favors the accumulation of turtles, fishes, and other fauna.

The lessee will also submit to the RD photodocumentation of the sea bottom within 1,820 meters of the proposed exploration drilling sites or proposed platform locations.

If it is determined that live bottom areas might be adversely impacted by the proposed activity, then the RD will require the lessee to undertake any measure deemed economically, environmentally, and technically feasible to protect live bottom areas. These measures may include, but are not limited to, the following:

- (a) the relocation of operations to avoid live bottom areas;
- (b) the shunting of all drilling fluids and cuttings in such a manner as to avoid live bottom areas;
- (c) the transportation of drilling fluids and cuttings to approved disposal sites; and
- (d) the monitoring of live bottom areas to assess the adequacy of any mitigation measures taken and the impact of lessee initiated activities.

Stipulation No. 3--Military Warning Areas.

Eglin AFB Areas

- (a) Hold Harmless

Whether compensation for such damage or injury might be due under a theory of strict or absolute liability or otherwise, the lessee assumes all risks of damage or injury to persons or property, which occur in, on, or above the Outer Continental Shelf (OCS), to any persons or to any property of any person or persons who are agents, employees, or invitees of the lessee, his agents, independent contractors, or subcontractors doing business with the lessee in connection with any activities being performed by the lessee in, on, or above the OCS, if such injury or damage to such person or property occurs by reason of the activities of any agency of the U.S. Government, its contractors or subcontractors, or any of their officers, agents, or employees, being conducted as a part of, or in connection with, the programs and activities of the Commander, Armament Division, Eglin AFB, Florida.

Notwithstanding any limitation of the lessee's liability in Section 14 of the lease, the lessee assumes this risk whether such injury or damage is caused in whole or in part by any act or omission, regardless of negligence or fault, of the United States, its contractors or subcontractors, or any of its officers, agents, or employees. The lessee further agrees to indemnify and save harmless the United States against all claims for loss, damage, or injury sustained by the lessee, and to indemnify and save harmless the United States against all claims for loss, damage, or injury sustained by the agents, employees, or invitees of the lessee, his agents, or any independent contractors or subcontractors doing business with the lessee in connection with the programs and activities of the above command, whether the same be caused in whole or in part by the negligence or fault of the United States, its contractors or subcontractors, or any of its officers, agents, or employees and whether such claims might be sustained under a theory of strict or absolute liability or otherwise.

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(b) Electromagnetic Emissions

The lessee agrees to control his own electromagnetic emissions and those of his agents, employees, invitees, independent contractors, or subcontractors, emanating from individual designated Department of Defense (DOD) warning areas in accordance with requirements specified by the commander of the command headquarters listed above to the degree necessary to prevent damage to, or unacceptable interference with DOD flight, testing, or operational activities, conducted within individual designated warning areas. Necessary monitoring control and coordination with the lessee, his agents, employees, invitees, independent contractors or subcontractors will be effected by the commander of the appropriate onshore military installation conducting operations in the particular warning area; provided, however, that control of such electromagnetic emissions shall in no instance prohibit all manner of electromagnetic communication during any period of time between a lessee, his agents, employees, invitees, independent contractors, or subcontractors, and onshore facilities.

(c) Operational Controls

The lessee, when operating or causing to be operated on his behalf, boat or aircraft traffic in the individual designated warning area, shall enter into an agreement with the commander of the individual command headquarters listed above on utilizing an individual designated warning area prior to commencing such traffic. Such an agreement will provide for positive control of boats and aircraft operating into the warning areas at all times.

(d) Evacuation

When the activities of the Armament Development and Test Center at Eglin Air Force Base, Florida, may endanger personnel or property, the lessee agrees, upon receipt of a directive from the Regional Director (RD), to evacuate all personnel from all structures on the lease and to shut-in and secure all wells and other equipment, including pipelines on the lease, within 48 hours or within such other period of time as may be specified by the directive. Such directive shall not require evacuation of personnel and shutting-in and securing of equipment for a period of time greater than 72 hours; however, such a period of time may be extended by a subsequent directive from the RD. Equipment and structures may remain in place on the lease during such time as the directive remains in effect.

Stipulation No. 4--Transportation.

(a) Pipelines will be required: (1) if pipeline rights-of-way can be determined and obtained; (2) if laying of such pipelines is technologically feasible and environmentally preferable; and (3) if, in the opinion of the lessor, pipelines can be laid without net social loss, taking into account any incremental costs of pipelines over alternative methods of transportation and any incremental benefits in the form of increased environmental protection or reduced multiple use conflicts. The lessor specifically reserves the right to require that any pipeline used for transporting production to shore be placed in certain designated management areas. In selecting the means of transportation, consideration will be given to any recommendations of the Regional Technical Working Group for assessment and management of transportation of offshore oil and gas with the participation of Federal, State, and local governments and industry. All pipelines, including both flow lines and gathering lines for oil and gas, shall be designed and constructed to provide for adequate protection from water currents, storm scouring, and other hazards as determined on a case-by-case basis.

(b) Following the development of sufficient pipeline capacity, no crude oil will be transported by surface vessels from offshore production sites except in the case of emergency. Determination as to emergency conditions and appropriate responses to these conditions will be made by the Regional Director.

(c) Where the three criteria set forth in the first sentence of this stipulation are not met and surface transportation must be employed, all vessels used for carrying hydrocarbons from the leased area will conform with all standards established for such vessels, pursuant to the Ports and Waterways Safety Act (33 U.S.C. 122, et seq.).

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Stipulation No. 5--Restriction on Exploration Activities

The placement, location, and planned periods of operation of surface structures on this lease during the exploration stage are subject to approval by the Regional Director (RD) after the review of an operator's Plan of Exploration (POE). Prior to approval of the POE, the RD shall consult with the Commander, Armament Division, Eglin Air Force Base, Florida, and the Commanding Officer, Naval Coastal Systems Center, Panama City, Florida, in order to determine the POE's compatibility with scheduled military operations. The POE will serve as the instrument for promoting a predictable and orderly distribution of surface structures, determining the location and density of such structures, and maximizing exploration while minimizing conflicts with Department of Defense activities. A POE will be disapproved in accordance with 30 CFR 250.34-1(e)(2)(iii) if it is determined that the proposed operations will result in interference with scheduled military missions in such a manner as to possibly jeopardize the national defense or to pose unacceptable risks to life and property. Moreover, if there is a serious threat of harm or damage to life or property, or if it is in the interest of national security or defense, approved operations may be suspended in accordance with 30 CFR 250.12(a)(1)(ii) and (iii). The term of the lease will be extended to cover the period of such suspension or prohibition. It is recognized that the issuance of a lease conveys the right to the lessee as provided in Section 8(b)(4) of the OCS Lands Act to engage in exploration, development, and production activities conditioned upon other statutory and regulatory requirements.

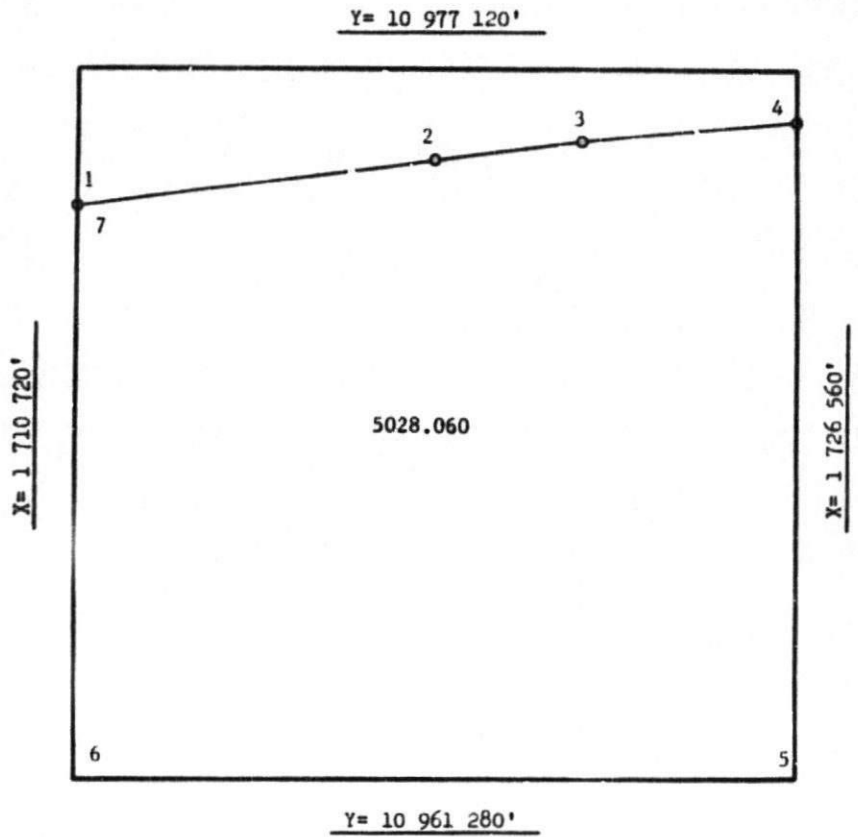
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UNITED STATES DEPARTMENT OF INTERIOR
MINERALS MANAGEMENT SERVICE

SUPPLEMENTAL OFFICIAL
OCS 8-G BLOCK DIAGRAM

OPD NAME Pensacola
OPD NO. NH 16-5
BLOCK NO. 769
OCS LEASE NO. _____
STATE LEASE NO. _____

SALE NO. 94
FED.-STATE SEAMARD BOY
RADIUS 54 684.93'
8-G BOUNDARY
RADIUS _____



Block 769, Pensacola

OCS-G 8300

That portion of Block 769, Pensacola, OCS Official Protraction Diagram NH 16-5 included within the area described as follows:

INTERSECTIONS

| | X | Y |
|---|---------------|----------------|
| 1 | 1 710 720.00' | 10 974 092.40' |
| 2 | 1 718 575.65' | 10 975 142.53' |
| 3 | 1 721 790.60' | 10 975 530.64' |
| 4 | 1 726 560.00' | 10 975 987.53' |
| 5 | 1 726 560.00' | 10 961 280.00' |
| 6 | 1 710 720.00' | 10 961 280.00' |
| 7 | 1 710 720.00' | 10 974 092.40' |
| | | |
| | | |
| | | |

ARC CENTERS

| | X | Y |
|------|---------------|----------------|
| *1-2 | 1 697 348.80' | 11 027 476.34' |
| *2-3 | 1 711 675.73' | 11 029 391.53' |
| *3-4 | 1 715 905.27' | 11 029 902.13' |
| | | |
| | | |
| | | |
| | | |

*TANGENT SEGMENT

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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 Metairie, LA | Serial number OCS-G 8300 |
| Cash bonus \$1,275,000.00 | Rental rate per acre, hectare or fraction thereof \$3.00 per acre |
| Minimum royalty rate per acre, hectare or fraction thereof \$3.00 per acre | Royalty rate 16 2/3 percent |
| Work commitment | Profit share rate |

NOV 1 1989

This lease is effective as of **five** 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 (hereinafter called the "Effective Date") and shall continue for an

Cities Service Oil and Gas Corporation 75.00000%

Elf Aquitaine, Inc. 25.00000%

herein after 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, 2, 3, 4, and 5 attached hereto, the Lessee and Lessor agree as follows:

Sec. 1. Statutes and Regulations. This lease is issued pursuant to the Outer Continental Shelf Lands Act of August 7, 1953, 67 Stat. 462; 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 **5028.060** acres or hectares (hereinafter referred to as the "leased area"), described as follows:

That portion of Block 769, Pensacola, OCS Official Protraction Diagram NH 16-5 included within the area described as follows:

| INTERSECTIONS | | | ARC CENTERS | | |
|---------------|---------------|----------------|-------------|---------------|----------------|
| | X | Y | | X | Y |
| 1 | 1 710 720.00' | 10 974 092.40' | *1-2 | 1 697 348.80' | 11 027 476.34' |
| 2 | 1 718 575.65' | 10 975 142.53' | *2-3 | 1 711 675.73' | 11 029 391.53' |
| 3 | 1 721 790.60' | 10 975 530.64' | *3-4 | 1 715 905.27' | 11 029 902.13' |
| 4 | 1 726 560.00' | 10 975 987.53' | | | |
| 5 | 1 726 560.00' | 10 931 280.00' | | | |
| 6 | 1 710 720.00' | 10 961 280.00' | | | |
| 7 | 1 710 720.00' | 10 974 092.40' | | | |

*TANGENT SEGMENT

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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 place closer to shore or on shore, in which event the Lessee shall be obligated to reimburse for the reasonable cost of transporting the royalty 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 whether or not the discretion involved is abused; or

(b) the Lessee's compliance with an order or directive of the Lessor against which an administrative appeal by the Lessee is filed before the cause of action for the claim arises and is pursued 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 Nonsegregated Facilities. By entering into this lease, the Lessee certifies, as specified in 41 CFR 60-1.8, that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means, but is not limited to, any writing 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 either 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)

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FORM NO. 10-1-57

(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.

BEST AVAILABLE COPY

(Lessor)

(Lessee)

(Signature of Authorized Officer)

(Signature of Authorized Officer)

(Name of Signatory)

(Name of Signatory)

(Title)

(Title)

(Date)

(Date)

(Address of Lessor)

(Address of Lessee)

(Lessor)

(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.

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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 on the records of the Minerals Management Service, a leaseholder of:

Lease Number: OCS-G 8300
Regional Office: New Orleans, Louisiana

RECEIVED

OCT 25 1989

Minerals Management Service
Leasing & Environment

and hereby designates

Name: OXY USA Inc.
P. O. Box 27570
Address: Houston, Texas 77227

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):

That portion of Block 769, Pensacola, OCS Official Protection Diagram NH 16-5 included within the area described as follows:

| INTERSECTIONS | | | | ARC CENTERS | | | |
|---------------|---------------|----------------|--|-------------|---------------|----------------|--|
| | X | Y | | X | Y | | |
| 1 | 1 710 720.00' | 10 974 092.40' | | *1-2 | 1 697 348.80' | 11 027 476.34' | |
| 2 | 1 718 575.65' | 10 975 142.53' | | *2-3 | 1 711 675.73' | 11 029 391.53' | |
| 3 | 1 721 790.60' | 10 975 530.64' | | *3-4 | 1 715 905.27' | 11 029 902.13' | |
| 4 | 1 726 761.00' | 10 975 987.53' | | | | | |
| 5 | 1 726 560.00' | 10 974 269.00' | | | | | |
| 6 | 1 710 720.00' | 10 974 280.00' | | | | | |
| 7 | 1 710 720.00' | 10 974 092.40' | | | | | |

*TANGENT SKETCHING

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.

OCT 23, 1989
(Date)

Elf Aquitaine, Inc.
(Name of Lessee)

(Authorized Signature of Lessee)
R. R. Simmons
Attorney-in-Fact

8300

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In Reply Refer To: PD-3-1

MAR 02 1990

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MAR 2 1990

OXY USA Inc.
Attention: Mr. Dean Christiansen
1980 Post Oak Boulevard
Box 27570
Houston, Texas 77227

NATIONAL MANAGEMENT SERVICES
NEW ORLEANS, LOUISIANA
200 Poydras Street, Suite 1000

Gentlemen:

On December 20, 1984, a letter was forwarded to you as notification, pursuant to Stipulation No. 5, that Applications for Permit to Drill to implement approved Plans of Exploration within a specific drilling window for a specific time period would be utilized as the means of approving the timing of placement and location of surface structures associated with exploratory drilling on affected leases and for maximizing efficient exploration and minimizing conflicts to Department of Defense activities.

On February 4, 1985, a Notice to Lessees and Operators, No. 84-2, "Effect of Drilling 'Window' Approvals," notified applicable lessees of the effect of fixing these drilling windows. It states in part that pursuant to 30 CFR 250.12(a)(3) (currently 30 CFR 250.10(b)(3)), a suspension of operations will be directed and will be in effect for all leases in the Eastern Gulf of Mexico which were issued pursuant to the January 5, 1984, lease offering that contain Stipulation No. 5 and which are not located within an approved drilling window. Similar suspensions will likewise be directed by separate letters for all such leases affected by future drilling window openings and shall be effective as of the date of the openings of the drilling windows.

Lease OCS-G 8300, Pensacola Block 769, was not included in the ninth drilling window as outlined in our February 15, 1990, letter. We hereby direct a suspension of operations for Lease OCS-G 8300, to commence March 1, 1990, and terminate, pursuant to 30 CFR 250.10(j), when a drilling window in which this lease is included is opened. Pursuant to 30 CFR 250.10(f), the term of this lease will be extended for a period of time equivalent to the period that this suspension of operations is in effect.

In accordance with the procedures for collection of rentals and royalties due the Federal Government, the following should be noted:

1. Pursuant to and consistent with the purpose of 30 CFR 218.154(a), no payment of rental or minimum royalty shall be required for or during the period of suspension.

2. Pursuant to 30 CFR 218.154(c), rental payment is not required in advance of any lease anniversary date falling within this period of suspension.

NOTED - HENDRICKS

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of operations. However, prorated rental will be due and payable at the date this suspension of operations terminates. The amount of rental due will be computed and you will be notified thereof. The amount due shall be paid within 30 days after receipt of such notice. The anniversary date of this lease will not change because of this lease suspension or the rental relief resulting therefrom.

If you have any questions concerning these payment procedures, please contact Ms. Diane L. Baier, the Chief of the Reference Data Branch, Minerals Management Service, Lakewood, Colorado, at (303) 231-3437.

Sincerely,

(Orig. Sgd.) J. Rogers Percy

J. Rogers Percy
Regional Director

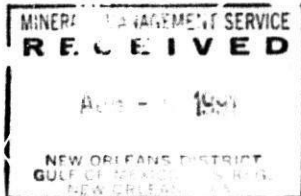
cc: Elf Aquitaine Exploration, Inc.
Attention: Ms. Barbara Dougherty
Post Office Box 4455
Houston, Texas 77210

cc: Royalty Management Program (FAD-RDB) (MS 652)
Lease OCS-G 8300 (OPS-3-2)
PRO 9 (OPS-3-2)
ORD Reading File
FO-2-2
FO-3
LL-3-1
OPS-3

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In Reply Refer To: MS 5321

AUG 06 1991

OXY USA Inc.
Attention: Mr. Dan Christiansen
1980 Post Oak Boulevard
Box 27570
Houston, Texas 77227

Gentlemen:

By letter of December 20, 1984, you were notified that Applications for Permit to Drill would be utilized to implement approved Plans of Exploration within a specific drilling window for a specific time period. That letter specified the means of approving the timing, placement and location of surface structures associated with exploratory drilling on affected leases while maximizing efficient exploration and minimizing conflicts to Department of Defense activities.

On February 4, 1985, a Notice to Lessees and Operators, No. 85-2, "Effect of Drilling 'Window' Approvals," notified applicable lessees of the effect of fixing these drilling windows. It states in part that pursuant to 30 CFR 250.12(a)(3) (currently 30 CFR 250.10(b)(3)), a suspension of operations will be directed and will be in effect for all leases in the Eastern Gulf of Mexico which were issued pursuant to the January 5, 1984, lease offering that contain Stipulation No. 5 and which are not located within an approved drilling window. Similar suspensions will likewise be directed by separate letters for all such leases affected by future drilling windows, openings and shall be effective as of the date of the openings of the drilling windows.

Lease OCS-G 8300, Pensacola Block 769, was not included in the thirteenth drilling window as outlined in our April 23, 1991, letter. We hereby direct a suspension of operations for Lease OCS-G 8300, to commence August 1, 1991, and terminate, pursuant to 30 CFR 250.10(f), when a drilling window in which this lease is included is opened. Pursuant to 30 CFR 250.10(f), the term of this lease will be extended for a period of time equivalent to the period that this suspension of operations is in effect.

In accordance with the procedures for collection of rentals and royalties due the Federal Government, the following should be noted:

1. Pursuant to and consistent with the purpose of 30 CFR 218.154(a), no payment of rental or minimum royalty shall be required for or during the period of suspension.

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Noted - L. Herbst

2. Pursuant to 30 CFR 218.154(c), rental payment is not required in advance of any lease anniversary date falling within this period of suspension of operations. However, prorated rental will be due and payable as of the date this suspension of operations terminates. The amount of rental due will be computed, and you will be notified thereof. The amount due shall be paid within 30 days after receipt of such notice. The anniversary date of this lease will not change because of this lease suspension or the rental relief resulting therefrom.

If you have any questions concerning these payment procedures, please contact Mr. Charles A. Ross, Reference Data Branch, Minerals Management Service, Greenwood, Colorado, at (303) 231-3857.

Sincerely,

(Orig. Sgd.) J. Rogers Pearcy

J. Rogers Pearcy
Regional Director

cc: Elf Exploration, Inc.
Attention: Mr. Gilbert M. A. Portal
1000 Louisiana, Suite 3800
Houston, Texas 77002

bcc: Royalty Management Program (FAD-RDB) (MS 3240)
Lease OCS-G 8300 (MS 5032)
1101-02(3)(b) (MS 5321)
ORD Reading File
MS 5032
MS 5250
MS 5421
MS 5030

GW:cas:wp51:DW8300.doc:July 31, 1991

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8300

In Reply Refer To: MS 5321 NOV - 2 1992

OCT 29 1992

MINERALS MANAGEMENT SERVICE
NEW ORLEANS DISTRICT
Dept. of Interior • OCS Reg. • N. O., LA

OXY USA Inc.
Attention: Mr. D. Christiansen
Post Office Box 27570
Houston, Texas 77227-7570

Gentlemen:

By letter of December 20, 1984, you were notified that Applications for Permit to Drill would be utilized to implement approved Plans of Exploration within a specific drilling window for a specific time period. That letter specified the means of approving the timing of placement and location of surface structures associated with exploratory drilling on affected leases while maximizing efficient exploration and minimizing conflicts to Department of Defense activities.

On February 4, 1985, a Notice to Lessees and Operators, No. 85-2, "Effect of Drilling 'Window' Approvals," notified applicable lessees of the effect of fixing these drilling windows. It states in part that pursuant to 30 CFR 250.12(a)(1)(iii) (currently 30 CFR 250.10(b)(3)), a suspension of operations (SOO) will be directed and will be in effect for all leases in the Eastern Gulf of Mexico which were issued pursuant to the January 5, 1984, lease offering that contain Stipulation No. 5 and which are not located within an approved drilling window. Similar suspensions will likewise be directed by separate letters for all such leases affected by future drilling window openings and shall be effective as of the date of the openings of the drilling windows. Only one drilling window will be open at any time.

Lease OCS-G 8300, Pensacola Block 769, was not included in the eighteenth drilling window as outlined in our July 31, 1992, letter. Therefore, we hereby direct an SOO for Lease OCS-G 8300 to commence November 1, 1992, and terminate, pursuant to 30 CFR 250.10(j), when a drilling window in which this lease is included is opened. Pursuant to 30 CFR 250.10(f), the term of this lease will be extended for a period of time equivalent to the period that this SOO is in effect.

In accordance with the procedures for collection of rentals and royalties due the Federal Government, the following should be noted:

1. Pursuant to and consistent with the purpose of 30 CFR 218.154(a), no payment of rental or minimum royalty shall be required for or during the period of suspension.

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2. Pursuant to 30 CFR 218.154(c), rental payment is not required in advance of any lease anniversary date falling within this period of suspension. However, prorated rental will be due and payable as of the date this SOO terminates. The amount of rental due will be computed, and you will be notified thereof. The amount due shall be paid within 30 days after receipt of such notice. The anniversary date of this lease will not change because of this lease suspension or the rental relief resulting therefrom.

If you have any questions concerning these payment procedures, please contact Mr. Charles A. Ross, Reference Data Branch, Minerals Management Service, Lakewood, Colorado, at (303) 231-3857.

Sincerely,

(Orig. Sgd.) J. Rogers Pearcy

J. Rogers Pearcy
Regional Director

cc: Elf Exploration, Inc.
Attention: Mr. Casey Jones
1000 Louisiana, Suite 3800
Houston, Texas 77002

bcc: Royalty Management Program (FAD-RDB) (MS 3240)
Lease OCS-G 8300 (MS 5032)
1101-02a(3)(b), Lease OCS-G 8300 (MS 5321)
MS 5000 Reading File
MS 5232
MS 5250
MS 5421
MS 5030

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