

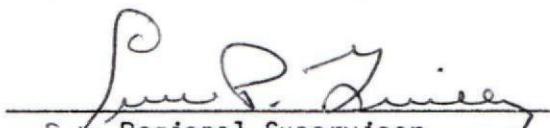
CERTIFICATION-DETERMINATION

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

- A. Approve the attached Agreement for the development and operation of the Green Canyon Block 205 unit, Gulf of Mexico Outer Continental Shelf, offshore Louisiana.
- B. Certify and determine that the Unit Plan of Development and Operation contemplated in the attached Agreement is in the interest of conservation.

DATED:

March 1, 1988


for Jim P. Zinner
Regional Supervisor
Production and Development
Minerals Management Service
Gulf of Mexico OCS Region

Contract No. 754388011

SCANNED

UNIT AGREEMENT FOR OUTER CONTINENTAL SHELF
EXPLORATION, DEVELOPMENT, AND PRODUCTION
OPERATIONS ON THE

GREEN CANYON BLOCK 205 UNIT

BLOCKS 161 AND 205

GREEN CANYON AREA

OFFSHORE LOUISIANA

CONTRACT NO. _____

SCANNED

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WITNESSETH:

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

WHEREAS, pursuant to the rules and regulations of the Secretary, 30 CFR 250.50 et seq., it is deemed to be in the interest of conservation, prevention of waste, and protection of correlative rights to unitize the oil and gas interest in the Unit Area; and

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

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

Article I - Definitions

The following definitions of terms shall apply to this Agreement.

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

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

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

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

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

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

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

accumulation of oil or gas or both in the structure is a separate "Reservoir."

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

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

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

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

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

Article II - Incorporation

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

Article III - Unit Area and Exhibits

3.1 The following described offshore area as shown on the United States Official Leasing Protraction Diagram is subject to valid Leases and constitutes the Unit Area.

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

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

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

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

Article IV - Designation of Unit Operator

4.1 Tenneco Oil Company is designated as the Unit Operator and agrees to accept the rights and obligations of the Unit Operator to explore for, develop, and produce oil and/or gas as provided in this Agreement.

4.2 Except as otherwise provided in this Agreement and subject to the terms and conditions of approved plans of operations, the exclusive rights

and obligations of the owners of Working Interest to conduct unit operations to explore for, develop, and produce oil and or gas in the Unit Area are delegated to and shall be exercised by the Unit Operator. This delegation neither relieves a lessee of the obligation to comply with all Lease terms nor transfers title to any Lease or operating agreement.

Article V - Resignation or Removal of Unit Operator

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

5.2 The Unit Operator may be subject to removal by the same percentage vote of the owners of Working Interests as provided by Article VI for the designation of a successor Unit Operator. This removal shall not be effective until the Working Interest Owners notify the Regional Supervisor and the Unit Operator and until the Regional Supervisor approves the designation of a successor Unit Operator.

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

5.4 The resignation or removal of the Unit Operator shall not terminate his right, title, or interest as the owner of a Working Interest or other interest in the Unit Area. However, when the resignation or removal of the Unit Operator becomes effective, the Unit Operator shall

relinquish to the successor Unit Operator all wells, platforms, artificial islands, installations, devices, records, and any other assets used for conducting operations for the Unit Area.

Article VI - Successor Unit Operator

6.1 Whenever the Unit Operator tenders his resignation as Unit Operator or is removed as provided in Article V, a successor Unit Operator may be designated by (a) a decision of the Working Interest Owners pursuant to the Unit Operating Agreement, and (b) the successor Unit Operator's acceptance in writing of the rights and obligations of the Unit Operator. The successor Unit Operator shall file with the Regional Supervisor four executed copies of the designation of successor. However, the designation shall not become effective until approved by the Regional Supervisor.

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

Article VII - Unit Operating Agreement

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

7.2 The owners of Working Interests and the Unit Operator may establish by means of one or more Unit Operating Agreements such other rights and obligations as they deem necessary or appropriate. However, no

provision of the Unit Operating Agreement shall be deemed to modify the terms and conditions of this Agreement or to relieve the Working Interest Owners or the Unit Operator of any obligation set forth in this Agreement and a Unit Operating Agreement, the terms of this Agreement shall prevail.

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

Article VIII - Appearances and Notices

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

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

Article IX - Plan of Operations

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

9.2 When no oil or gas is being produced in paying quantities from the Unit Area and when all or part of the Area is subject to one or more Leases beyond the primary term, a continuous drilling or well reworking program shall be maintained with lapses of no more than 90 days (or such longer period as may be approved in accordance with applicable regulations) per lapse between such operations unless a suspension of production or other operations has been ordered or approved by the Regional Supervisor. Plans may call for a cessation of drilling operations for a reasonable period of time after the discovery and delineation of a reservoir when such a pause in drilling activities is warranted to permit the design, fabrication, and erection of platforms and other installations needed for development and production operations, provided a suspension of production or other operations has been ordered or approved by the Regional Supervisor.

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

Article X - Revision of Unit Area

10.1 The Unit Area may be further revised by additions necessary for Unit Operations or for the inclusion of an area capable of producing oil and/or gas in paying quantities whenever such action appears proper to include additional lands, or may be further revised by the contraction of the Unit Area when such contraction is necessary or advisable to conform with the purposes of this agreement. Such additions or contractions shall be effected by the Unit Operator on its own motion after preliminary concurrence of the Regional Supervisor or on demand of the Regional Supervisor. The effective date of any expansion of the Unit Area shall be the first of the month following the date of approval of the expansion or contraction by the Regional Supervisor, provided, however, that a more appropriate effective date may be used if justified by the Unit Operator and approved by the Regional Supervisor.

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

Article XI - Participating Areas

11.1 Prior to the commencement of production of unitized substances, or as soon thereafter as required by the Regional Supervisor, the Unit Operator shall submit to the Regional Supervisor, as Exhibit "C", a schedule by Lease of (a) all land reasonably proven to be productive of unitized substances in paying quantities by the drilling and completion of producible wells, geological information and engineering data, and (b) the percentage of unitized substances to be allocated as provided in Article XII, to each Lease. All lands in said schedule, upon approval thereof by the Regional Supervisor, shall constitute the initial participating area, effective as of the date such production commences. The participating area shall be described in parcels no smaller than 1/4-1/4-1/4 blocks.

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

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

11.4 Nothing herein contained shall be construed as requiring any retroactive adjustment for production obtained prior to the effective date of the revision of the Participating Area.

Article XII - Allocation of Production

12.1 The Unit Operator shall pay all production royalties and make deliveries of oil and gas which are payments of royalties taken in kind or which pursuant to the Act, are purchased by the United States. Unitized Substances shall be allocated within the Participating Area(s) on a volumetric basis of equivalent net acre feet of oil and gas in place under original reservoir conditions and proportionally credited to the respective Leases committed hereto. The Unit Operator shall furnish the Regional Supervisor geological and engineering maps and data sufficient to support the equivalent net acre feet determination for volumetric allocation

between leases. Oil and gas produced from the Unit Area prior to the effective date of this Agreement shall not be allocated under this Agreement. The royalty payments under Leases subject hereto shall be based and calculated upon the production allocated to the Leases as specifically provided herein. The oil and gas saved, removed, or sold from a Unit Area shall be allocated in this manner, regardless of where any well is drilled and produced in the Unit Area.

12.2 In the event any lands are added to the Unit Area, a reasonable and fair participation shall be allocated to the new lands and a new allocation schedule shall be submitted for approval by the Regional Supervisor. The determination of the equivalent net acre feet creditable to such lands shall be made in the same manner and using the same procedures used to determine the tract percentages as set forth in Subsection 12.1 and as follows.

If the Unit Area is expanded there shall be a determination of the total number of equivalent net acre feet in the Unitized Reservoir(s), as expanded, as of the effective date of the expansion. There shall also be a redetermination of the total number of equivalent net acre feet in the Reservoir(s) underlying the original Unit Area as of the effective date of the expansion and a determination of the equivalent net acre feet in the portion of the Reservoir(s) which underlies the area to be added to the Unit, as of the effective date of expansion. Equities as among the tracts participating in the original Unitized Reservoir(s) or Unit Area will remain unchanged. Each tract in the original Unit Area will be allocated that percentage of the unitized substances produced, determined by multiplying its participating percentage, prior to expansion of the Unit Area, by a fraction, whose numerator is the number of equivalent net acre feet, as redetermined, in that portion of the Unitized Reservoir(s) underlying the original Unit Area, as of the effective date of expansion, and whose denominator is the total number of equivalent net acre feet determined to be in the Unitized Reservoir(s) underlying the expanded Unit Area, as of the effective date of expansion. The tracts in the area added

to the Unit shall be allocated that percentage of produced Unitized Substances determined by the ratio of the number of equivalent net acre feet determined to be in the Unitized Reservoir(s) underlying such tract as of the effective date of expansion, to the total number of equivalent net acre feet determined to be in the Unitized Reservoir(s), underlying the expanded Unit Area, as of the effective date of expansion. Provided, that there shall never be any retroactive allocation of interest in the Unitized Substances produced, or the proceeds thereof, by reason of any revision.

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

Article XIII - Automatic Adjustment of Unit Area

13.1 Any Lease or Leases not entitled to receive an allocation of unit production on the fifth anniversary of the effective date of the initial Participating Area established under this Agreement, shall be

eliminated automatically from the Unit Area as of said fifth anniversary and thereafter, the Unit Area shall only be comprised of the Participating Area or Areas subject to the provisions of Article X and Article XVII.

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

Article XIV - Relinquishment of Leases

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

Article XV - Rentals and Minimum Royalties

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

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

Article XVI - Effective Date and Termination

16.1 This agreement shall be effective on November 1, 1987, and shall terminate when oil and/or gas is no longer being produced from the Unit Area and drilling or well-reworking operations are no longer being conducted in accordance with the provisions of Article IX of this Agreement. If the Regional Supervisor has ordered or approved a suspension of operations or production on all or part of the Unit Area pursuant to the Regulations, this Agreement shall be continued in force and effect for the period of time equal to the length of the authorized suspension, and thereafter so long as operations are being conducted in accordance with the provisions of Article IX herein.

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

Article XVII - Leases and Contracts Conformed and Extended

17.1 The terms, conditions, and provisions of all Leases, subleases, and other contracts relating to exploration, drilling, development, or production operations for oil or gas on lands committed to this Agreement, are hereby modified and amended only to the extent necessary to make the same conform to the provisions hereof, but otherwise shall remain in force and effect.

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

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

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

(c) Each Lease committed hereto shall continue in force as to all lands covered thereby for the term so provided therein, or as extended by law, and so long thereafter as gas or oil and/or condensate is produced from a unit well in paying quantities, or drilling or well-reworking operations pursuant to the Regulations are conducted within the Unit Area, or operations are suspended hereunder as provided herein and operations are being conducted pursuant to the provisions of Article IX of this Agreement. This subsection shall not operate to continue in force any whole Lease excluded from the Unit Area by adjustment.

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

Article XVIII - Counterparts

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

Article XIX - Subsequent Joinder

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

Article XX - Remedies

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

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

Article XXI - No Waiver of Certain Rights

Nothing contained in this Agreement shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense pertaining to the validity or invalidity or any law of the

United States, or regulations issued thereunder, in any way affecting such party or as a waiver by any such party of any right beyond his or its authority to waive.

Article XXII - Covenants Run With The Land

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

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

In Witness Whereof, the Working Interest owners and the Unit Operator have caused this Agreement to be executed as follows:

ACCEPTANCE OF RIGHTS AND OBLIGATIONS BY UNIT OPERATOR

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

Dated: FEBRUARY 9, 1988

Authorized Signature: Addison A. Wilkinson

Name: Addison A. Wilkinson

Title: Vice President

Corporation: Tenneco Oil Company

Subscribed and sworn to me this 9th day of FEBRUARY, 1988.

Notary Public: Kelma Diane Frisene

My Commission Expires: At Death

APPROVAL BY WORKING INTEREST OWNER(S)

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

Dated: FEBRUARY 9, 1988

Authorized Signature: Addison A. Wilkinson

Name: Addison A. Wilkinson

Title: Vice President

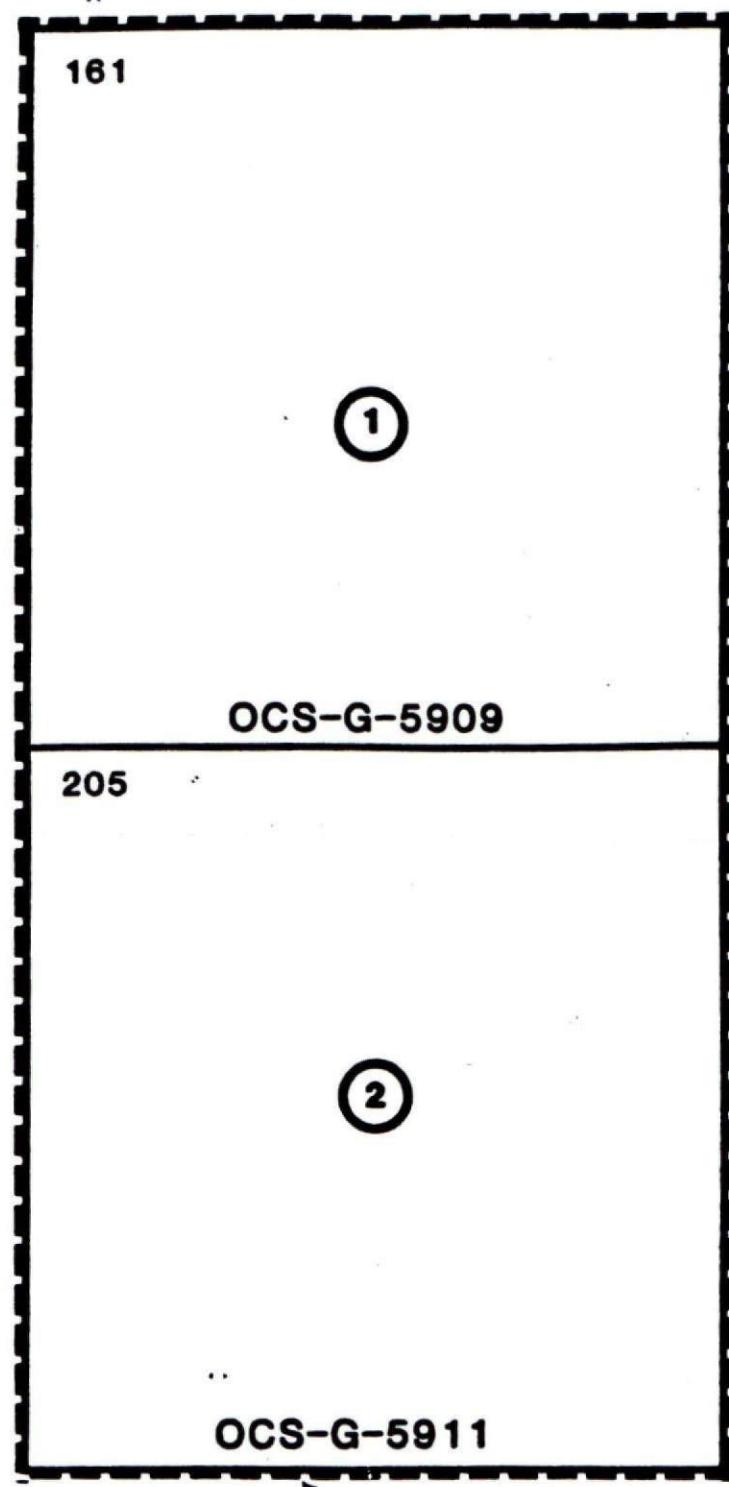
Corporation: Tenneco Oil Company

Subscribed and sworn to me this 9TH day of FEBRUARY, 1988.

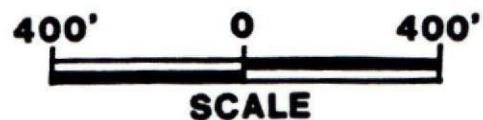
Notary Public: Thelma Claire Friesenm

My Commission Expires: At Death

EXHIBIT A
BLOCK 205 UNIT
GREEN CANYON BLOCKS 161 & 205
OFFSHORE LOUISIANA



TRACT No.



SCANNED

EXHIBIT B

COMPONENT LEASEE AND OWNERSHIP
Green Canyon Block 205 Unit
Blocks 161 and 205
Offshore Louisiana

<u>TRACT NUMBER</u>	<u>LEASE</u>	<u>BLOCK NUMBER</u>	<u>DATE-LEASE</u>	<u>EXPIRATION DATE</u>	<u>AMOUNT OF ACREAGE</u>	<u>BASIC ROYALTY OWNERSHIP</u>	<u>LEASE OWNERSHIP</u>
1	OCS-G 5909	GC 161	07/01/83	06/30/88	5,760.00	12.5% Royalty	Tenneco Oil Company 100%
2	OCS-G 5911	GC 205	07/01/83	06/30/88	5,760.00	12.5% Royalty	Tenneco Oil Company 100%

Total Acres 11,520.00

SCANNED

UNIT OPERATING AGREEMENT FOR OUTER CONTINENTAL SHELF
EXPLORATION, DEVELOPMENT, AND PRODUCTION
OPERATIONS ON THE

GREEN CANYON 205 UNIT

BLOCKS 161 AND 205

GREEN CANYON AREA

OFFSHORE LOUISIANA

CONTRACT NO. _____

SCANNED

UNIT OPERATING AGREEMENT

OFFSHORE LOUISIANA

THIS AGREEMENT, entered into the 9th day of February, 1988 by Tenneco Oil Company herein referred to as "Tenneco".

WITNESSETH:

WHEREAS Tenneco is the owner of the two oil and gas leases identified in Exhibit "A", and desire to explore, develop, produce, and operate said leases under the terms of this Agreement, effective as to each lease covered hereby, as of the date first stated above.

WHEREAS Tenneco has entered into that certain UNIT AGREEMENT FOR OUTER CONTINENTAL SHELF EXPLORATION, DEVELOPMENT AND PRODUCTION OPERATIONS ON THE GREEN CANYON 205 UNIT AREA, OFFSHORE LOUISIANA, dated as of the 9th day of February, 1988, and hereinafter referred to as the "Unit Agreement", covering the lands described in Exhibit "A", of this Agreement, which lands are referred to in The Unit Agreement and this Agreement as the "Unit Area";

WHEREAS, this Unit Agreement will be submitted to the Minerals Management Service in conjunction with the Unit Agreement, pursuant to the provisions of Section 5 (a)(1) of the Outer Continental Shelf Lands Act of August 7, 1953, 67 Stat. 462, as amended, and all valid pertinent regulations promulgated thereunder;

WHEREAS, Tenneco enters into this Agreement pursuant to Article VII of the Unit Agreement,

NOW THEREFORE, in consideration of the covenants herein contained, it is agreed as follows:

SCANNED

ARTICLE 1
CONFIRMATION OF UNIT AGREEMENT

1.1 Confirmation of Unit Agreement. The Unit Agreement is hereby confirmed and by reference made a part of this Agreement. However, no provision of this Agreement shall be deemed to modify the terms and conditions of the Unit Agreement or to relieve Tenneco or Unit Operator of any obligation set forth in said Unit agreement. In case of any inconsistency or conflict between this Agreement and the Unit Agreement, the terms of the Unit agreement shall prevail.

ARTICLE 2
UNIT OPERATOR

2.1 Unit Operator. Tenneco Oil Company is hereby designated as Unit Operator.

2.2 Resignation/Removal of Unit Operator/Selection of Successor Unit Operator. The resignation or removal of Unit Operator and selection of a successor Unit Operator shall be in accordance with Article V of the Unit Agreement.

ARTICLE 3
SUBSEQUENT JOINDER

3.1 Tenneco holds 100% working interest in and to the leases covered by the Unit Area. In the event Tenneco at any time subsequent hereto assigns all or part of its working interest to a partner(s), Tenneco, or a successor Operator to the Unit Area, shall timely file 1) subsequent joinders as provided for in Article XIX of the Unit Agreement and 2) an appropriate Unit Operating Agreement executed by the parties, to the MMS for approval.

SCANNED

In Witness Whereof, this agreement is executed as of the date first
hereinabove written.

WITNESSES:

J.K. Cesar
S.L. Cheramie

TENNECO OIL COMPANY

BY: Addison G. Wilkinson
Addison A. Wilkinson
Vice President

SCANNED

EXHIBIT A

COMPONENT LEASEE AND OWNERSHIP
Green Canyon Block 205 Unit
Blocks 161 and 205
Offshore Louisiana

<u>TRACT NUMBER</u>	<u>LEASE</u>	<u>BLOCK NUMBER</u>	<u>DATE-LEASE</u>	<u>EXPIRATION DATE</u>	<u>AMOUNT OF ACREAGE</u>	<u>BASIC ROYALTY OWNERSHIP</u>	<u>LEASE OWNERSHIP</u>
1	OCS-G 5909	GC 161	07/01/83	06/30/88	5,760.00	12.5% Royalty	Tenneco Oil Company 100%
2	OCS-G 5911	GC 205	07/01/83	06/30/88	5,760.00	12.5% Royalty	Tenneco Oil Company 100%

Total Acres 11,520.00

SCANNED