

Respondent. The two (2) arbitrators so chosen shall select a third arbitrator (who must have not less than ten (10) years experience as an oil and gas lawyer) within thirty (30) Days after the second arbitrator has been appointed. In the event the two (2) arbitrators chosen fail to select a third arbitrator within such thirty (30) Day period, either Seller or Buyer may apply to the Chief Judge of the United States District Court for the Southern District of Texas requesting the appointment of the third arbitrator. Seller shall pay the compensation and expenses of the arbitrator named by or for it, and Buyer shall pay the compensation and expenses of the arbitrator named by or for it. Seller and Buyer shall each pay one-half of the compensation and expenses of the third arbitrator. Unless expressly provided otherwise in this Agreement, all arbitrators must be neutral parties who have never been officers, directors or employees of the parties or any of their Affiliates. Additionally, unless expressly provided otherwise in this Agreement, the two (2) arbitrators named by the parties must have not less than ten (10) years experience in the oil and gas industry, and must have a formal education in the area of dispute (i.e., accounting for an accounting dispute, etc.). The hearing shall be commenced within thirty (30) Days after the selection of the third arbitrator. The parties and the arbitrators shall proceed diligently and in good faith in order that the award shall be made as promptly as possible. The decision of the arbitrators shall be binding on and non-appealable by the parties. The arbitrators shall not have the authority to grant or award indirect, consequential, punitive or exemplary damages. Any arbitration conducted under this Article 18 shall be held in Houston, Texas.

ARTICLE 19 MISCELLANEOUS

19.1 Notices. All notices and other communications required, permitted or desired to be given hereunder must be in writing and sent by: (a) U.S. mail, properly addressed as shown below, and with all postage and other charges fully prepaid, (b) hand delivery, or (c) facsimile transmission. Date of service by mail and hand delivery is the date on which such notice is received by the addressee and by facsimile is the date sent (as evidenced by fax machine confirmation of receipt), or if such date is not on a Business Day, then on the next date which is a Business Day. Each party may change its address by notifying the other party in writing.

If to Seller
by mail:

Amoco Production Company
P.O. Box 3092
Houston, Texas 77253-3092
Attn: General Manager of Business Development
AEGNA Acquisitions and Divestments