



United States Department of the Interior

IN REPLY REFER TO

OCS-G 4935

BUREAU OF LAND MANAGEMENT

NEW ORLEANS OUTER CONTINENTAL SHELF OFFICE

HALE BOGGS FEDERAL BUILDING

500 CAMP STREET-SUITE 841

NEW ORLEANS, LA 70130

Sale Date
10/20/81

Tract Number
66-110

Rental
\$ 7,527

Balance of Bonus
\$ 107,004,000.00

ACTION REQUIRED

Name

Sohio Petroleum Company
8303 Southwest Freeway
Suite 600
Houston, Texas 77074

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 (43 CFR 3300 *et seq.*), your bid for the above tract is accepted.


Your qualifications have been examined and are satisfactory. 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 first year's rental indicated above.
3. Comply with bonding requirements according to 43 CFR 3318.

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 15th day after receipt of this action. 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.*



Acting Manager

Date

OCT 29 1981

Attachments

YM-3300-2 (April 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Office New Orleans, LA	Serial number OCS-G 4935
Cash bonus \$133,755,000.00	Rental rate \$3.00 per acre
Minimum royalty rate \$3.00 per acre	Royalty rate 16 2/3 percent
Work commitment	Profit share rate

This lease is effective as of **DEC 1 1981** (hereinafter called the "Effective Date") by and between the United States of America (hereinafter called the "Lessor"), by the **Manager, New Orleans OCS Office,** Bureau of Land Management, its authorized officer, and

Sohio Petroleum Company

100%

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NOV 12 11 58 AM '81
BUR OF LAND MGMT
OUTER CONTINENTAL
SHELF OFFICE
NEW ORLEANS, LA.

(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 and 4** 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 as amended; 43 U.S.C. 1331 et. seq. (hereinafter called the "Act"). The lease is issued subject to the Act; Sections 302 and 303 of the Department of Energy Organization Act, 91 Stat. 578, 42 U.S.C. 7152 and 7153; all regulations issued pursuant to such statutes and in existence upon the effective date of this lease; all regulations issued pursuant to such statutes 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 described as follows:

All of Block 20, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH 16-10

containing approximately 2508.86 acres or
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 United States Geological Survey 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 for an initial period of **five** years from the Effective Date of the lease 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 of **\$3.00** per acre (per hectare) or fraction thereof.

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 of **\$3.00** per acre (per hectare) or fraction thereof 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 of **16 2/3** percent 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 United States Geological Survey and tendered to the Director, except that filing charges, bonuses, first year's rental, and other payments due upon lease issuance, shall be made payable to the Bureau of Land Management and remitted to the Manager of the appropriate field office of that Bureau.

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.

hectares (hereinafter referred to as the "leased area").

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 during the initial lease term or thereafter 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 well head 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 of the Act.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Stipulations for Oil and Gas Lease Sale No. 66
Outer Continental Shelf
Gulf of Mexico

STIPULATION NO. 1

OCS-G 4935

If the Deputy Conservation Manager (DCM), having reason to believe that a site, structure, or object of historical or archaeological significance (hereinafter referred to as "cultural resource") may exist in the lease area, gives the lessee written notice that the lessor is invoking the provisions of this stipulation, the lessee shall upon receipt of such notice comply with the following requirements:

Prior to any drilling activity or the construction or placement of any structure for exploration or development on the lease, including, but not limited to, well drilling and pipeline and platform placement, (hereinafter referred to as "operation"), the lessee shall conduct remote sensing surveys to determine the potential existence of any cultural resource that may be affected by such operations. All data produced by such remote sensing surveys, as well as other pertinent natural and cultural environmental data, shall be examined by a qualified marine survey archaeologist to determine if indicators are present suggesting the existence of a cultural resource that may be adversely affected by any lease operation. A report of this survey and assessment prepared by the marine survey archaeologist shall be submitted by the lessee to the DCM and to the Manager for review.

If such cultural resource indicators are present, the lessee shall: (1) locate the site of such operation so as not to adversely affect the identified location; or (2) establish, to the satisfaction of the DCM, on the basis of further archaeological investigation conducted by a qualified marine survey archaeologist or underwater archaeologist using such survey equipment and techniques as deemed necessary by the DCM, either that such operation will not adversely affect the location identified or that the potential cultural resource suggested by the occurrence of the indicators does not exist.

A report of this investigation prepared by the marine survey archaeologist or underwater archaeologist shall be submitted to the DCM and the Manager for review. Should the DCM determine that the existence of a cultural resource which may be adversely affected by such operation is sufficiently established to warrant protection, the lessee shall take no action that may result in an adverse effect on such cultural resource until the DCM has given directions as to its preservation.

The lessee agrees that if any site, structure, or object of historical or archaeological significance should be discovered during the conduct of any operations on the leased area, the lessee shall immediately report such findings to the DCM and make every reasonable effort to protect and preserve and protect the cultural resource from damage until the DCM has given directions as to its preservation.

STIPULATION NO. 4

Portions of this lease may be subject to mass movement of sediments. Exploratory drilling operations, emplacement of structures (platforms) or seafloor wellheads for production or storage of oil or gas, and the emplacement of pipelines will not be allowed within the potentially unstable portions of this lease block unless or until the lessee has demonstrated to the DCM's satisfaction that mass movement of sediments, is unlikely or that exploratory drilling operations, structures (platforms), casing, wellheads, and pipelines can be safely designed to protect the environment in case such mass movement occurs at the proposed location. This may necessitate that all exploration for and development of oil or gas be performed from locations outside of the area of unstable sediments, either within or outside of this lease block.

If exploratory drilling operations are allowed, site-specific surveys shall be conducted to determine the potential for unstable bottom conditions. If emplacement of structures (platforms) or seafloor wellheads for production or storage of oil or gas is allowed, all such unstable areas must be mapped. The DCM may also require soil testing before exploration and production operations are allowed.

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BUREAU OF LAND MANAGEMENT
OFFICE OF THE DEPUTY DIRECTOR
WASHINGTON, D.C.

Sec. 16. Unitization, Pooling, and Drilling Agreements. With- in 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 neces- sary. 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 imple- menting 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 enter- ing 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, rest rooms and wash rooms, restaurants and other eating areas, areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or enter- tainment 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 sub- contractors 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 appro- priate 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 with 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 ex- cept with the concurrence of the Secretary of Defense. If operations or production under this lease within, any desig-

nated 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 com- pensation as is required to be paid under the Constitution of the United States.

Sec. 20. Transfer of Lease. The Lessee shall file for approv- al with the appropriate field office of the Bureau of Land Management any instrument of assignment or other transfer of this lease, or any interest therein, in accordance with applicable regulations.

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 Bureau of Land Management 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 to pay all accrued rentals, royalties, and other financial obligations or to abandon all wells on the area to be surren- dered 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 royalty 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 any remedy for any particular violation of the provisions of the Act, the regula- tions issued pursuant to the Act, or the terms of this lease shall not prevent the cancellation of this lease or the exer- cise 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 appoint- ment, or either before or after they have qualified, and during this 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, from a part of this lease insofar as they may be applicable.

SOHIO PETROLEUM COMPANY

N.O. Misc. File No. 993

BY:

(Signature of Authorized Officer)

W. E. BISCHOFF

(Name of Signatory)

AGENT AND ATTORNEY IN FACT

(Title)

NOVEMBER 3, 1981

(Date)

8303 Southwest Freeway, Suite 600

Houston, Texas 77074

(Address of Lessee)

THE UNITED STATES OF AMERICA, Lessor

(Signature of Authorized Officer)

John L. Rankin

(Name of Signatory)

Manager
New Orleans Outer Continental Shelf Office
Bureau of Land Management

(Title)

NOV 13 1981

(Date)

(Signature of Lessee)

(Signature of Lessee)

(Signature of Lessee)

(Signature of Lessee)

(Signature of Lessee)

(Signature of Lessee)

(Signature of Lessee)

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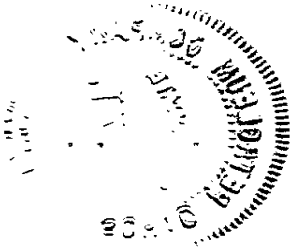
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United States Department of the Interior

IN REPLY REFER TO

4935

BUREAU OF LAND MANAGEMENT

NEW ORLEANS OUTER CONTINENTAL SHELF OFFICE

HALE BOGGS FEDERAL BUILDING

500 CAMP STREET-SUITE 841

NEW ORLEANS, LA. 70130

October 28, 1981

(Date)

I have received the following OCS Lease(s) for execution. The lease(s) must be returned and in this office not later than the 15th day after receipt hereof.

<u>OCS-G</u>	<u>Tract No.</u>
✓4935	66-110
4937	66-112

Please sign and return the original copy of this letter for our records.

Robert C. Fisher
(Signature)

Sohio Petroleum Company
(Company)

10-29-81
(Date)



United States Department of the Interior

IN REPLY REFER TO

BUREAU OF LAND MANAGEMENT

NEW ORLEANS OUTER CONTINENTAL SHELF OFFICE

HALE BOGGS FEDERAL BUILDING

900 CAMP STREET-SUITE 841

NEW ORLEANS, LA. 70130

November 12, 1981

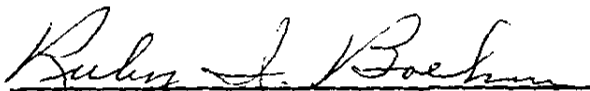
(Date)

We are in receipt of the following OCS leases executed in triplicate on behalf of Sohio Petroleum Company:

OCS-G 4935 ✓

OCS-G 4937

The balance of the bonus and first year's rental will be paid on Friday,
November 13, 1981.


Ruby I. Boehm
Supervisory Paralegal Specialist

UNITED STATES DEPARTMENT OF THE INTERIOR

4935

MINERALS MANAGEMENT SERVICE

GULF OF MEXICO REGION, LEASING ADJUDICATION

NON-REQUIRED DOCUMENT
Filing Fee Receipt

Page 1
Tuesday 8 November 1994

Jackson & Walker, L.L.P.
Post Office Box 4771
Houston, TX 77210-4771

Receipt Total: \$1,025.00

Document Type: Mortgage, Deed of Trust, Security Agreement

Subject: Amended and Restated Mortgage, Deed of Trust, Indenture,
Security Agreement, Financing Statement and Assignment of
Production

OCS Filing Number	Leases Affected	Document Filing Fee	Lease Number
G07155	7	\$175.00	G03467 G07155 G12390 G12401 G12413 G12415 G12419

Subject: Collateral Mortgage and Security Agreement

OCS Filing Number	Leases Affected	Document Filing Fee	Lease Number
G01184	13	\$325.00	00789 G01105 G01106 G01133 G01134 G01184 G01187 G01189 G01201 G01204 G01205 G02080 G09637

Document Type: Liens and Lien Affidavit

Subject: Assignment of Note and Liens

UNITED STATES DEPARTMENT OF THE INTERIOR
MINERALS MANAGEMENT SERVICE
GULF OF MEXICO REGION, LEASING ADJUDICATION

NON-REQUIRED DOCUMENT
Filing Fee Receipt

Page 2
Tuesday 8 November 1994

Jackson & Walker, L.L.P.

OCS Filing Number	Leases Affected	Document Filing Fee	Lease Number
----- G01184	----- 21	----- \$525.00	----- 00789 G01105 G01106 G01133 G01134 G01184 G01187 G01189 G01201 G01204 G01205 G02080 G03467 G04935 G07155 G09637 G12390 G12401 G12413 G12415 G12419

4935

UNITED STATES DEPARTMENT OF THE INTERIOR
MINERALS MANAGEMENT SERVICE ✓
GULF OF MEXICO REGION, LEASING ADJUDICATION

NON-REQUIRED DOCUMENT
Filing Fee Receipt

Page 1
Wednesday 7 September 1994

Thompson & Knight
3300 First City Center
Dallas, Texas 75201-4693

Receipt Total: \$50.00

Document Type: Mortgage, Deed of Trust, Security Agreement

Subject: Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement

OCS Filing Number	Leases Affected	Document Filing Fee	Lease Number
G04935	1	\$25.00	G04935

Document Type: Overriding Royalty, Production Payment, Net Profit

Subject: Conveyance of Overriding Royalty Interest

OCS Filing Number	Leases Affected	Document Filing Fee	Lease Number
G04935	1	\$25.00	G04935

UNITED STATES DEPARTMENT OF THE INTERIOR
MINERALS MANAGEMENT SERVICE
GULF OF MEXICO REGION, LEASING ADJUDICATION

RECEIPT FOR 1 RECORD TITLE ASSIGNMENT

Taylor Energy Company
The 2-3-4 Loyola Bldg.
New Orleans, LA 70112

DATE: September 6, 1994

FILING FEE EARNED: \$25.00

OCS-G	AREA	BLOCK
-----	-----	-----
4935	MC	20

4935

UNITED STATES DEPARTMENT OF THE INTERIOR
MINERALS MANAGEMENT SERVICE
GULF OF MEXICO REGION, LEASING ADJUDICATION

NON-REQUIRED DOCUMENT
Filing Fee Receipt

Page 1
Thursday 1 September 1994

Taylor Energy Company
The 2-3-4 Loyola Bldg.
New Orleans, LA 70112

Receipt Total: \$50.00

Document Type: Contracts, Agreements, and Conveyances

Subject: Bill of Sale

OCS Filing Number	Leases Affected	Document Filing Fee	Lease Number
G04935	2	\$50.00	G04935 G07543

Chk # 049199 and # 049230 - \$25.00 each

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 MINERALS MANAGEMENT SERVICE

24935

June 6, 1989 _____ DATE

OCS-G 1618, 3818, 4935 and 5525 _____ PARENT SERIAL NUMBER

Act of Full Release _____ SUBJECT
 APPLICANT: _____ REMITTER IF DIFFERENT THAN APPLICANT:

Liskow & Lewis
 One Shell Square, Fiftieth Floor
 New Orleans, Louisiana 70139-5001

PURPOSE	FUND SYMBOL	AMOUNT
FILING FEE EARNED	140850 (17)	\$100 00
ADVANCE FILING FEE AND/OR RENTAL	14X6800 (17)	
ONE-FIFTH BONUS	14X6875 (17)	
FIRST YEAR'S RENTAL		
FOUR-FIFTHS BONUS		
TOTAL		\$100 00

Check No. 24657, dated 6/2/89, First National Bank of Commerce, New Orleans, Louisiana

REMARKS _____

 _____ BY _____ DATE _____

DO NOT ACCEPT THIS COPY AS A RECEIPT

UNEARNED FILE COPY

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 MINERALS MANAGEMENT SERVICE

L4935
 No. 1204137

February 8, 1988 _____ DATE

OCS-G 1618, 3818, 4935, 5525 _____ PARENT SERIAL NUMBER

First Amendment and Supplement to Collateral Mortgage
 and Collateral Chattel Mortgage

APPLICANT: _____ SUBJECT
 REMITTER IF DIFFERENT THAN APPLICANT:

[Liskow & Lewis
 One Shell Square, 50th Floor
 New Orleans, LA 70139-5001]

PURPOSE	FUND SYMBOL	AMOUNT
FILING FEE EARNED	140850 (17)	\$100 00
ADVANCE FILING FEE AND/OR RENTAL	14X6800 (17)	
ONE-FIFTH BONUS	14X6875 (17)	
FIRST YEAR'S RENTAL		
FOUR-FIFTHS BONUS		
TOTAL		\$100 00

Check No. 20346, dated 2/5/88, First National Bank of Commerce, New Orleans, LA

REMARKS _____

BY _____ DATE _____

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UNITED STATES
 DEPARTMENT OF THE INTERIOR
 MINERALS MANAGEMENT SERVICE

24935
 No. 1209695

December 19, 1985 DATE

OCS-6 4848 and 4935 PARENT SERIAL NUMBER

Act of Full Release SUBJECT
 APPLICANT: REMITTER IF DIFFERENT THAN APPLICANT:

LISKOW & LEWIS
 Attorneys at Law
 One Shell Square, 50th Floor
 New Orleans, Louisiana 70139

PURPOSE	FUND SYMBOL	AMOUNT
FILING FEE EARNED	140850 (17)	\$50.00
ADVANCE FILING FEE AND/OR RENTAL	14X6800 (17)	
ONE-FIFTH BONUS	14X6875 (17)	
FIRST YEAR'S RENTAL		
FOUR-FIFTHS BONUS		
TOTAL		\$50.00

Check No. 16591 dated 12/18/85 thru First National Bank of Commerce; New Orleans, Louisiana

REMARKS _____

BY _____ DATE _____

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64935

**UNITED STATES
DEPARTMENT OF THE INTERIOR
MINERALS MANAGEMENT SERVICE**

No. 1209621

November 12, 1985 _____ DATE

OCS-G 1618, 3818, and 4935 _____ PARENT SERIAL NUMBER

Act of Collateral Mortgage and
Collateral Chattel Mortgage

APPLICANT: _____ SUBJECT
REMITTER IF DIFFERENT THAN APPLICANT:

Liskow & Lewis
One Shell Square, 50th Floor
New Orleans, Louisiana 70139

PURPOSE	FUND SYMBOL	AMOUNT
FILING FEE EARNED	140850 (17)	\$75 00
ADVANCE FILING FEE AND/OR RENTAL	14X6800 (17)	
ONE-FIFTH BONUS	14X6875 (17)	
FIRST YEAR'S RENTAL		
FOUR-FIFTHS BONUS		
TOTAL		\$75 00

Check No. 16254, dated November 11, 1985, First National Bank of Commerce,
New Orleans, Louisiana

REMARKS _____

BY _____ DATE _____

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UNITED STATES
DEPARTMENT OF THE INTERIOR
MINERALS MANAGEMENT SERVICE

No. 1201109

November 21, 1984

DATE

OCS-G 3818, 4935

PARENT SERIAL NUMBER

MORTGAGES
APPLICANT:

SUBJECT
REMITTER IF DIFFERENT THAN APPLICANT:

Liskow & Lewis
One Shell Square, 50th Floor
New Orleans, LA 70139

PURPOSE	FUND SYMBOL	AMOUNT
FILING FEE EARNED	140850 (17)	\$50.00
ADVANCE FILING FEE AND/OR RENTAL	14X6800 (17)	
ONE-FIFTH BONUS	14X6875 (17)	
FIRST YEAR'S RENTAL		
FOUR-FIFTHS BONUS		
TOTAL		\$50.00

Check No. 12996 dated 11/19/84 thru First National Bank of Commerce, New Orleans, LA

REMARKS _____

BY _____

DATE _____

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ACCOUNTING ADVICE COPY

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form 1370-20
(November 1967)

No. 1020578

November 13, 1981 _____ DATE

OCS-G 4935 _____ PARENT SERIAL NUMBER

_____ ASSIGNMENT SERIAL NUMBER

Tract 66-110, Block 20, Mississippi Canyon. SUBJECT
APPLICANT: _____ REMITTER IF DIFFERENT THAN APPLICANT:

[**Sehia Petroleum Company**]
[**8303 Southwest Freeway**]
[**Suite 600**]
[**Houston, Texas 77074**]

PURPOSE	FUND SYMBOL	AMOUNT
FILING FEE EARNED	140850	
ADVANCE FILING FEE AND/OR RENTAL <i>1st Year's Rental</i>	141820 1476800	\$7,527.00
<i>Balance of Bonus</i>	141820	\$107,004,000.00

Ck. No. 2550, National City Bank, Mentor, Ohio

ACRES	COUNTY	OLD LEASE	NEW LEASE
NEW LEASE _____	_____	_____	_____
_____	_____	_____	_____

	FUND SYMBOL	COUNTY	AMOUNT
APPLY: FILING FEE	140850	_____	_____
RENTAL	_____	_____	_____

ASSIGNMENT: COMPLETE AREA

PORTION OF AREA: ASSIGNED AREA

REFUND _____

RETAINED AREA _____ RETAIN IN UNEARNED ACCOUNT _____

TOTAL _____

REMARKS _____

OF INTEREST BUT NOT OF SPECIFIC AREA:

BOND FILED

NO BOND FILED

_____ BY _____ DATE _____

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CASE FOLDER COPY

UNITED STATES

DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

No. 1113624

Form 1370-20
November 1957

October 20, 1981 DATE

063-G 4935 PARENT SERIAL NUMBER

ASSIGNMENT SERIAL NUMBER

Tract 66-110, Block 20, Mississippi Canyon

APPLICANT:

SUBJECT
REMITTER IF DIFFERENT THAN APPLICANT:

Schie Petroleum Company
8303 Southwest Freeway
Suite 600
Houston, Texas 77074

PURPOSE	FUND SYMBOL	AMOUNT
FILING FEE EARNED	140850	
ADVANCE FILING FEE AND/OR RENTAL	14X6800	
1/5th Bonus	14X6875(11)	\$26,751,000.00

Ch. No. FE 007456, The Chase Manhattan Bank, New York, New York 10081
ACRES COUNTY OLD LEASE NEW LEASE

NEW LEASE _____ EFFECTIVE DATE _____

	FUND SYMBOL	COUNTY	AMOUNT
APPLY: FILING FEE	140850		
RENTAL			

ASSIGNMENT:
COMPLETE AREA
PORTION OF AREA:
ASSIGNED AREA

RETAINED AREA _____ REFUND _____
RETAIN IN UNEARNED ACCOUNT _____

TOTAL _____
REMARKS Transferred to Account
141820

OF INTEREST BUT NOT OF SPECIFIC AREA:
BOND FILED
NO BOND FILED

S. W. Dean
BY *[Signature]* DATE 10-29-81

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CASE FOLDER COPY

Check List for High Bids and Bidders

1. Adequacy of remittance accompanying high bid. Yes No
- SW a. Total Bonus Bid 133,755,000.⁰⁰
- b. 1/5th Total Bonus Bid 26,751,000.⁰⁰
2. Does remittance total equal 1/5th bonus? Yes No
- a. Balance of Bonus (4/5ths of Total Bid) 107,004,000.⁰⁰
- b. Is remittance on proper form (cash, cashier's or certified check, bank draft, or money order)? A sight draft is not acceptable. Yes No
- c. Does bid equal or exceed the per acre/hectare minimum bid? Yes No
3. Is bidder qualified? Yes No
- a. If individual, a citizenship statement must accompany each bid.
- b. If partnership or association, bid shall be accompanied by a certified copy of the articles of association or reference to the records of the Bureau in which such a copy has already been filed.
- c. If corporation, bid shall be accompanied by a certified copy of the articles of incorporation (must be a domestic corporation) or reference to the records of the Bureau in which such a copy has already been filed.
4. Is person signing bid properly authorized? Yes No
- a. If citizen, the citizenship statement suffices.
- b. If partnership or association and no reference is made to a previous Bureau record where authority is filed, examine the articles or other accompanying documents to determine authority to bind the partnership or association.
- c. If corporation and no reference is made to a Bureau record where such authority is filed, there must be either a certified copy of a resolution of the board of directors authorizing the signing person to bind the corporation, or a certified copy of agency or power of attorney, or a certified statement by the secretary or assistant secretary of the corporation over the corporate seal indicating that the person signing has proper authority.
5. Does Form 1140-7 (December 1971) and Form 1140-8 (November 1973) accompany each bid, or is there reference in bid to Bureau record where they were previously filed for this sale? Yes No
6. Is bidder covered by a blanket OCS bond? If not, list below and place a blue flyer in OCS folder. Clerk-typists will know that the action in that case shall include appropriate bond requirement language. Yes No
7. Has Statement of Production been filed? Yes No
8. If joint bid, are bidders qualified for joint bidding? Yes No
9. Has each joint bidder's statement been notarized? Yes No



SOHIO PETROLEUM COMPANY

HOUSTON, TEXAS 77074
8303 SOUTHWEST FREEWAY · SUITE 600
(713) 988-1800

EXPLORATION DEPARTMENT
GULF COAST REGION

October 8, 1981

Manager
New Orleans Outer Continental Shelf (OCS) Office
Bureau of Land Management
Hale Boggs Federal Building
500 Camp Street, Suite 841
New Orleans, Louisiana 70130

OIL AND GAS BID

The following bid is submitted for an oil and gas lease on the tract of the Outer Continental Shelf specified below:

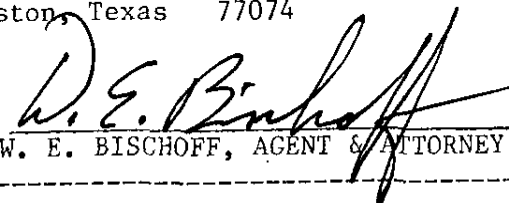
<u>TRACT NO.</u>	<u>TOTAL AMOUNT BID</u>	<u>AMOUNT PER ACRE</u>	<u>AMOUNT OF CASH BONUS SUBMITTED WITH BID</u>
66 -110	133,755,000.00	53,313.06	26,751,000.00

PROPORTIONATE INTEREST OF COMPANY(S) SUBMITTING BID

Qualification File No. 593
Percent Interest 100%

SOHIO PETROLEUM COMPANY
8303 Southwest Freeway
Suite 600
Houston, Texas 77074

BY:


W. E. BISCHOFF, AGENT & ATTORNEY IN FACT

Articles of Incorporation, Amendments thereto and instruments of authority and qualifications of SOHIO PETROLEUM COMPANY can be found in New Orleans Miscellaneous File No. 593. Form 1140-7 and Form 1140-8 have been completed and are also found in said file. SOHIO PETROLEUM COMPANY has participated in contractual agreements containing the Equal Opportunity Clause and has filed all compliance reports due and has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-1 and 60-2.