UNIT AGREEMENT FOR OUTER CONTINENTAL SHELF EXPLORATION, DEVELOPMENT, AND PRODUCTION OPERATIONS ON THE TRANQUILLON RIDGE UNIT BLOCKS 332 AND 376, SANTA MARIA BASIN AREA

LEASES OCS-P 0441 AND OCS-P 0444, SANTA MARIA BASIN AREA

OFFSHORE CALIFORNIA

CONTRACT NO. 497002

EFFECTIVE DATE APRIL 1, 1997

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EXHIBITS

"A" MAP OF UNIT AREA

"B" OWNERSHIP OF OIL AND GAS INTERESTS

"C" TRACT DESCRIPTIONS, AND TRACT PARTICIPATIONS FOR MONTEREY PARTICIPATING AREA

"D" NOTICES

WITNESSETH:

WHEREAS, Section 5(a) of the Act authorizes the Secretary of the Interior (Secretary) 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 250.190, et seq., it is deemed to be in the interest of conservation, prevention of waste, or the protection of correlative rights to unitize the oil and gas interest in the Unit Area; and

WHEREAS, it is deemed to be necessary in the interest of conservation, for the prevention of waste, or for the protection of correlative rights 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:

"Act" means the OCS Lands Act of 1953, as amended, 43 U.S.C. 1331, et seq.

"Agreement" means this unit Agreement, approved by the Regional Supervisor for conducting exploration, development, and production operations within the Unit Area.

"Block" means an area designated as a block on a U.S. Official Leasing Protraction Diagram for an area of the OCS.

"Participating Area" is that part of the Unit Area that is reasonably proven by drilling and completion of producible wells, geological and geophysical information, and engineering data to be capable of producing hydrocarbons in Paying Quantities.

"Paying Quantities" as used herein means the production of oil and/or gas in quantities sufficient to yield a return in excess of operating costs.

"Regional Supervisor" means the Regional Supervisor, Office of Development, Operations and Safety of the MMS, Department of the Interior (DOI), or a designee, authorized and empowered to regulate and approve unit operations.

"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, conservation of natural resources of the OCS, and the protection of correlative rights therein.

"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."

"Unit Area" means the area of the OCS which is made subject to this Agreement and described in Article III.

"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.

"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 unit operations within the Unit Area in accordance with plans of operation approved pursuant to the Act, applicable Regulations, and this Agreement.

"Unitized Substances" means oil and/or gas within the Reservoir(s) that underlie the unitized lands and which are recovered or produced by operations pursuant to this Agreement.

"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.

"Working Interest Owner" means a party to this Agreement that owns a Working Interest.

ARTICLE II
INCORPORATION

All provisions of the Act, the Regulations, other applicable laws, and the leases covering OCS 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 U.S. 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 a 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 to the Regional Supervisor for approval.

ARTICLE IV
DESIGNATION OF UNIT OPERATOR

4.1 Torch Operating 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-interests 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 other devices, including wells used for conducting operations in the Unit Area, are placed in a condition satisfactory to the Regional Supervisor for the transfer of operations, or, if no successor Unit Operator has been designated, for suspension or abandonment of operations. 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 any obligations which accrued before the effective date of resignation or removal.

5.4 The resignation or removal of the Unit Operator shall not terminate any 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 all owned solely by the unit joint account.

ARTICLE VI
SUCCESSOR UNIT OPERATOR

6.1 Whenever the Unit Operator tenders its resignation as Unit Operator or is removed as provided in Article V, a successor Unit Operator may be designated by (a) an affirmative vote of the owner(s) of a majority of the working-interests, based on their respective estimated volume of oil or gas, or both, originally in place, 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 Unit Operator's intent to resign or removal of a Unit Operator, the Regional Supervisor may elect to designate one of the working-interest owners other than the Unit Operator as successor Unit Operator or 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. In case of any inconsistency or conflict between this Agreement and the 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 section 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 within 30 days of final execution.

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 DOI or any other body legally empowered to issue decisions concerning orders or Regulations of the DOI and to appeal from these decisions. The expense of these appearances shall be paid and apportioned as provided in the Unit Operating Agreement. However, any affected working-interest owners shall have the right at their 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 on Exhibit "D" or to such other addresses as may have been furnished in writing to the party sending the notice.

ARTICLE IX
PLAN OF OPERATION

9.1 The Unit Operator shall submit plans of operation which are consistent with the requirements for Exploration Plans or Development and Production Plans as required by the Act, Subpart B of 30 CFR Part 250, 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 180 days per lapse between such operations unless a suspension of production or other operation has been ordered or approved by the Regional Supervisor or unless extended by the Director pursuant to 30 CFR 250.13(b). 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 operation has been ordered or approved by the Regional Supervisor.

9.3 An acceptable initial plan of operation shall be submitted at the time this

Agreement is filed for the Regional Supervisor's approval. Each plan of operation shall expire on the date specified in the plan. At least 60 days before the scheduled expiration of any plan, unless the Regional Supervisor grants an extension for good cause, the Unit Operator shall file an acceptable subsequent plan of operation or 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 or contraction 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 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 and geophysical 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 x 1/4 x 1/4 Blocks.

11.2 Subject to approval of the Regional Supervisor, the participating area(s) 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 section 11.1 of this Article, or lands proven not to be productive to be excluded in the same manner, and 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(s) 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 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 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 For the purpose of determining royalty obligations, Unitized Substances on which royalty has been paid and which are used for repressuring, stimulation of production, or increasing ultimate recovery from the Unit Area, in conformity with an approved plan of operation, 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 operation 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(s) not entitled to receive an allocation of unit production on the tenth 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 tenth anniversary; and thereafter, the Unit Area shall only be comprised of the participating area(s) subject to the provisions of Articles X and 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 of 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 the 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 therefor at the time and rate(s) 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 April 1, 1997 and shall terminate when oil 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 a 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 owner(s) of a majority of the working-interests in each lease or portion thereof 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 the 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 Secretary or a duly authorized representative, shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every unitized lease.

(c) Suspension of drilling or producing operations on less than all unitized lands, pursuant to direction or consent of the Secretary or a duly authorized representative, shall be deemed to constitute such suspension pursuant to such direction or consent only as to unitized lands specified in the document providing direction or consent.

(d) 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, 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 pursuant to Articles X or XIII.

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 a notice of proposed expansion is submitted 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 a Unit Operating Agreement which 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, 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 of 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 such party's 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 conveyance of interest in land or leases subject hereto shall be and hereby are 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 the Unit Operator until the first day of the calendar month after the Unit Operator is furnished with the original, photostatic, 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:

TRANQUILLON RIDGE UNIT AGREEMENT
SANTA MARIA BASIN
OFFSHORE CALIFORNIA

CONTRACT NO. 497002

EFFECTIVE DATE APRIL 1, 1997

APPROVAL BY REGIONAL SUPERVISOR

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 Supervisor, Pacific OCS Region, Minerals Management Service, I do hereby approve the attached Agreement for exploration, development, and production operations of the Tranquillon Ridge Unit, Santa Maria Basin, on the Outer Continental offshore California.

EFFECTIVE DATE OF AGREEMENT: April 1, 1997

Dated: 4/4/97

Thomas W. Dunaway

Regional Supervisor
Development, Operations, and Safety
Pacific OCS Region

CONTRACT NO. 497002

TRANQUILLON RIDGE UNIT
SANTA MARIA BASIN
OFFSHORE CALIFORNIA

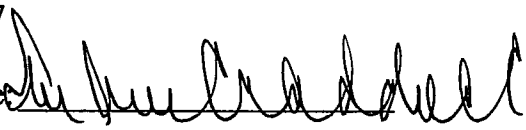
CONTRACT NO. 497002

EFFECTIVE DATE APRIL 1, 1997

ACCEPTANCE OF RIGHTS AND OBLIGATIONS BY UNIT OPERATOR

Torch Operating Company hereby accepts and assumes all rights and obligations of the Unit Operator as set forth above.

Dated: June 12, 1997

Authorized Signature: 

Name: Sue Ann Craddock

Title: Vice President

Corporation: Torch Operating Company

TRANQUILLON RIDGE UNIT
SANTA MARIA BASIN
OFFSHORE CALIFORNIA

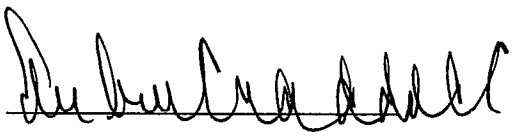
CONTRACT NO. 497002

EFFECTIVE DATE APRIL 1, 1997

APPROVAL BY WORKING-INTEREST OWNER(S)

As an owner of a working-interest in the unitized area, **Nuevo Energy Company** hereby agrees to the terms and conditions as set forth in this Agreement.

Dated: June 12, 1997

Authorized Signature: 

Name: Sue Ann Craddock

Title: Vice President

Corporation: Nuevo Energy Company

TRANQUILLON RIDGE UNIT
SANTA MARIA BASIN
OFFSHORE CALIFORNIA

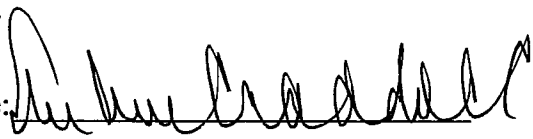
CONTRACT NO. 497002

EFFECTIVE DATE APRIL 1, 1997

APPROVAL BY WORKING-INTEREST OWNER(S)

As an owner of a working-interest in the unitized area, **TEAI Oil & Gas Company** hereby agrees to the terms and conditions as set forth in this Agreement.

Dated: June 12, 1997

Authorized Signature: 

Name: Sue Ann Craddock

Title: Vice President

Corporation: TEAI Oil & Gas Company

TRANQUILLON RIDGE UNIT
SANTA MARIA BASIN
OFFSHORE CALIFORNIA

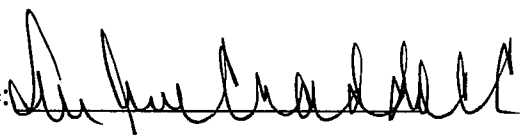
CONTRACT NO. 497002

EFFECTIVE DATE APRIL 1, 1997

APPROVAL BY WORKING-INTEREST OWNER(S)

As an owner of a working-interest in the unitized area, **TEAI VIII-A Limited Partnership** hereby agrees to the terms and conditions as set forth in this Agreement.

Dated: June 12, 1997

Authorized Signature: 

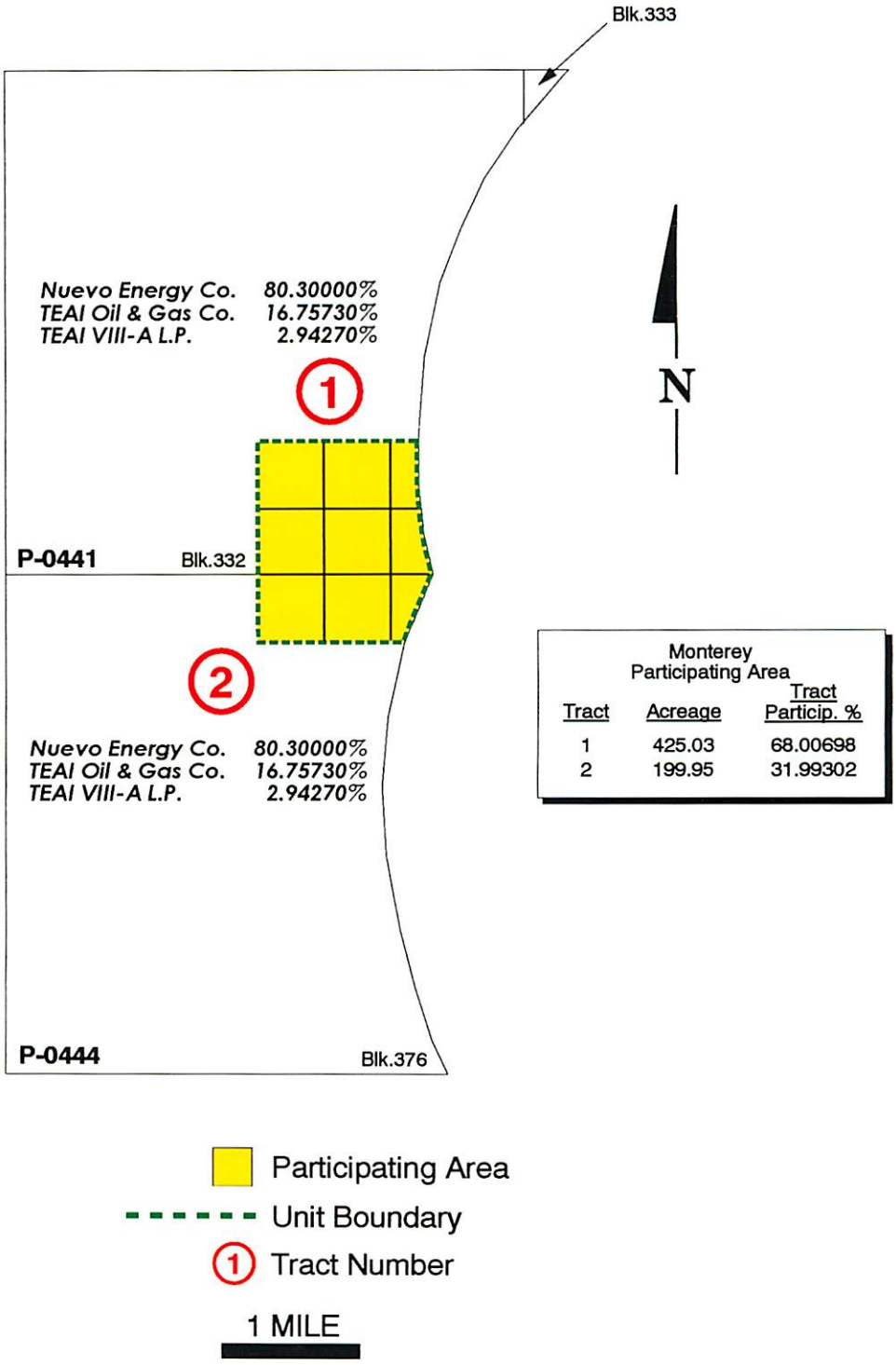
Name: Sue Ann Craddock

Title: Vice President of Torch Energy Advisors Incorporated as General Partner of TEAI VIII-A Limited Partnership

EXHIBIT "C"
Attachment "C-1"

TRANQUILLON RIDGE UNIT AGREEMENT

Monterey Participating Area



Monterey Participating Area		
Tract	Acreage	Tract Particip. %
1	425.03	68.00698
2	199.95	31.99302

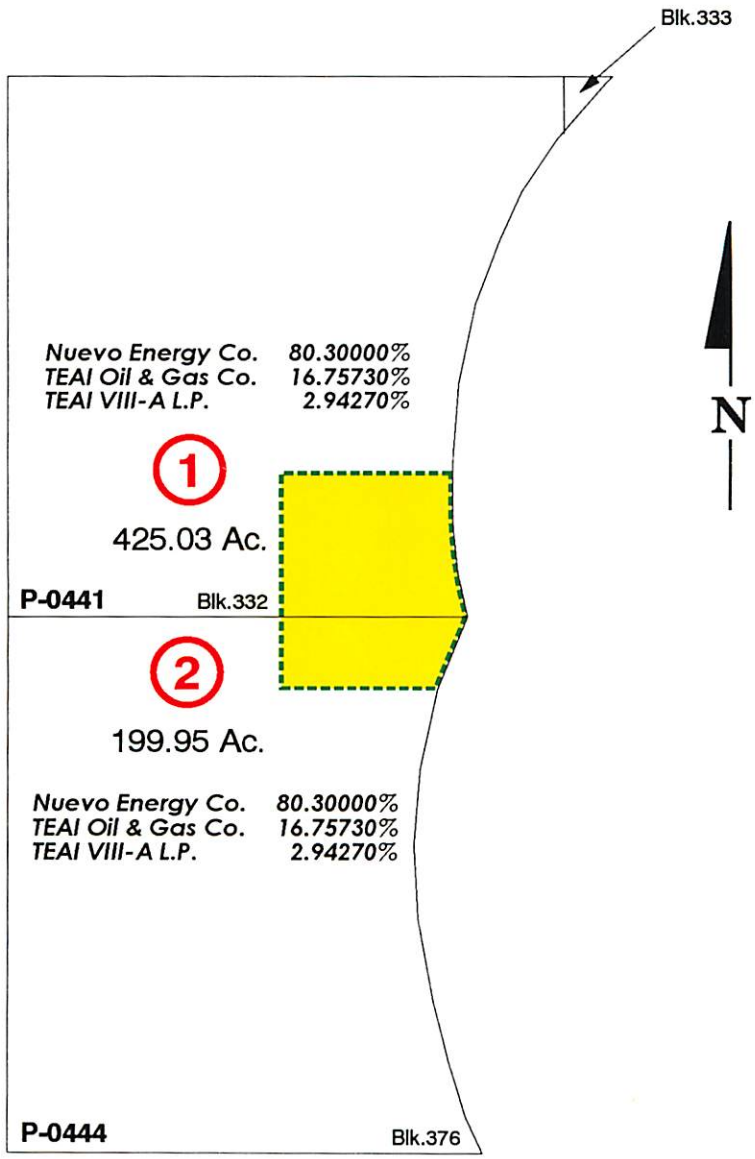
Effective Date: April 1, 1997
Contract No. 497002

NUEVO ENERGY COMPANY

EXHIBIT "A"

TRANQUILLON RIDGE UNIT AGREEMENT

Unit Area



Effective Date: April 1, 1997
Contract No. 497002

NUEVO ENERGY COMPANY

United States Department of the Interior

MINERALS MANAGEMENT SERVICE
Pacific OCS Region
770 Paseo Camarillo
Camarillo, California 93010-6064

7100

November 8, 2004

Mr. Robert E. Huguenard, Vice President
Western Business Unit
Plains Exploration & Production Company
201 S. Broadway
Orcutt, CA 93455-4606

Re: Acceptance of Resignation of Unit Operator
Designation of Successor Unit Operator
Tranquillon Ridge Unit, 14-08-0001-12370
Leases OCS-P 0441 and 0444
Offshore California

Dear Mr. Huguenard:

The Minerals Management Service received Plains Exploration & Production Company's (PXP) letters of October 8, 2004, and the supporting documentation wherein, in accordance with Article V of the Tranquillon Ridge Unit Agreement, Nuevo Energy Company resigned as operator of the Tranquillon Ridge Unit. Simultaneously, under the terms and conditions of Article VI of the Tranquillon Ridge Unit Agreement, PXP submitted to MMS appropriate documents, and has met all of MMS's regulatory requirements to become the successor Unit Operator of the Tranquillon Ridge Unit (see enclosure).

In accordance with the terms of Article VI of the Tranquillon Ridge Unit Agreement, MMS hereby approves Plains Exploration & Production Company as successor Unit Operator. MMS hereby accepts Nuevo Energy Company's resignation as Tranquillon Ridge Unit Operator. Documents designating PXP as the Unit Operator have been signed and ratified by the current unit working interest owner. The current working interest owner has also provided ratifications of the Tranquillon Ridge Unit Agreement and Unit Operating Agreement.

Copies of the approved unit operator documents will be attached to and made a part of the Tranquillon Ridge Unit Agreement and Unit Operating Agreement. Resignation of Nuevo

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Energy Company as Unit Operator and designation of PXP as successor Unit Operator for the subject unit is effective November 8, 2004.

If you have any questions, please contact Mr. Allan Shareghi at (805) 389-7704.

Sincerely,

Joan Barminski
Chief, Office of Reservoir Evaluation and Production

cc: Mr. Anthony C. Marino (w/copies)
Schully, Roberts, Slattery, Jaubert & Marino
1100 Poydras Street, Suite 1800
New Orleans, Louisiana 70163

Mr. Steve Rusch
Plains Exploration & Production Company
5640 South Fairfax Avenue
Los Angeles, CA 90056

Ms. Wendy Krebs (w/copies docs.)
Minerals Management Service/MRM
MS 357B1, Room A-614, Document Processing
Building 85, Denver Federal Center
Denver, CO 80225

Bcc: Files: 1703-02(a)(1) Tranquillon Ridge Unit - General Corresp. (w/orig. docs)
1703-02(a)(1) Tranquillon Ridge Unit Agreement (w/orig. docs.)
1703-02(a)(1) Tranquillon Ridge Unit Operating Agreement (w/copies docs.)

	Chron	(w/o copies)
Ecc:	DRM	(w/o copies)
	C/DO	(w/o copies)
	C/EE	(w/o copies)
	C/FSE	(w/o copies)
	C/REP	(w/o copies)
	A. Shareghi	(w/copies)
	E Williams	(w/o copies)

OREP/EAS:PXPDesignation/Tranq.Ridge 11-3-04