June 1997

Enclosure 2

CRUDE OIL PREMIUM AUDITING

AUDIT INDUSTRY

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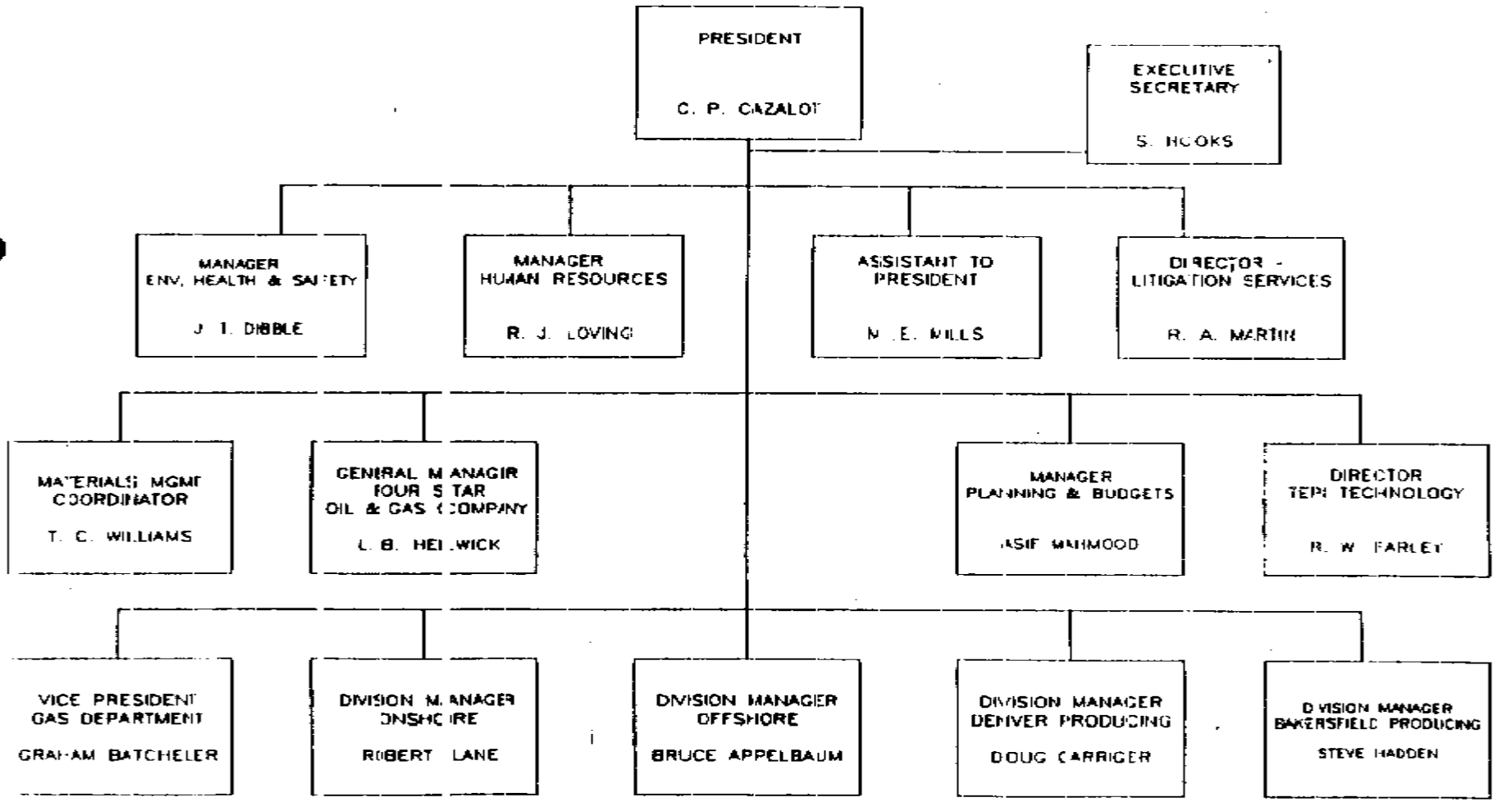
TEXACO EXPLORATION & PRODUCTION INC.



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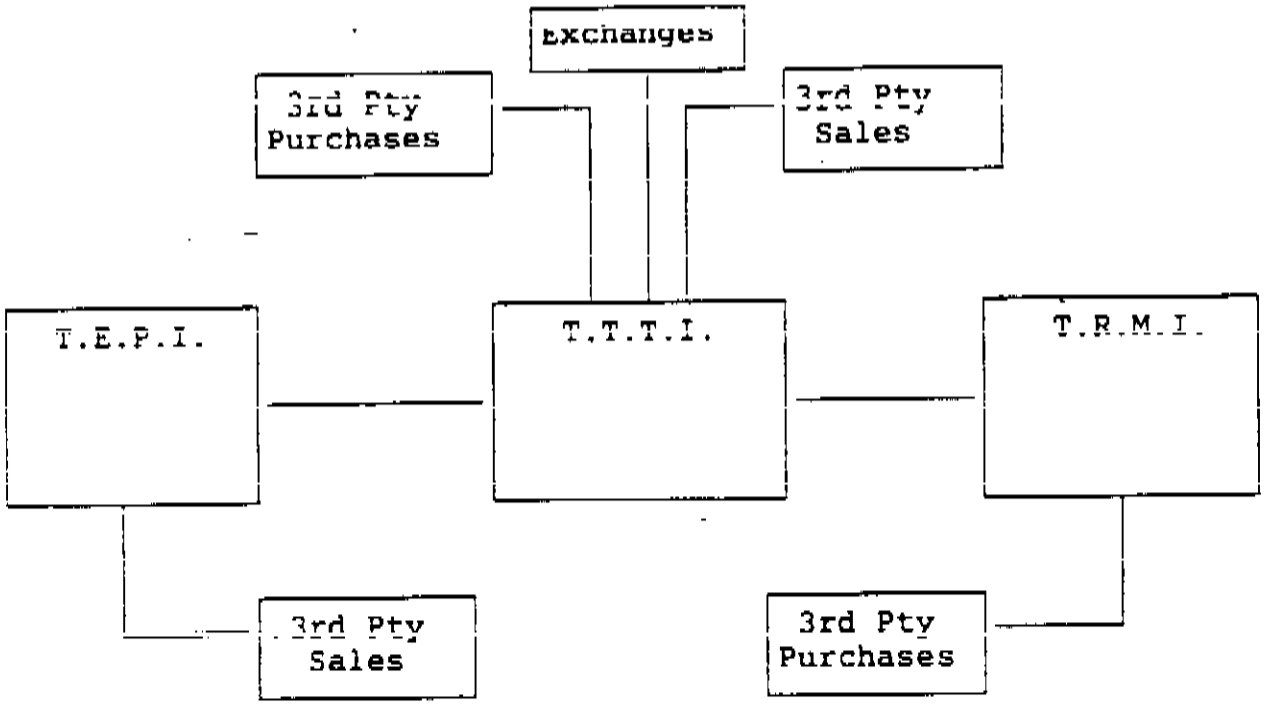
TEXACO INC.-CALIFORNIA CRUDE TRANSACTIONS



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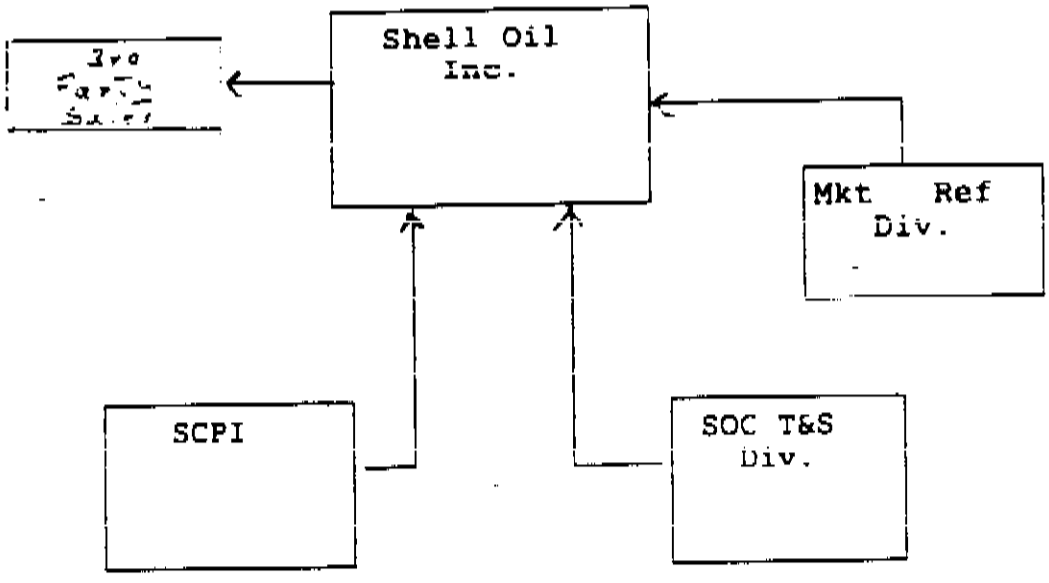
SHELL OIL CORPORATION - CALIFORNIA CRUDE TRANSACTIONS



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PHILLIPS PETROLEUM COMPANY
SCHEDULE OF PHILLIPS CONTRACTS OF FEDERAL PROPERTIES
CALIFORNIA CRUDE OIL ISSUE
COPPY:CONCAI

FEDERAL LEASES 1993

MMS AID NUMBER	PHILLIPS LSE #	PURCHASER	CONTRACT PERIOD	CONTRACT POSTING	PREMUIM PER BARREL
072-033369-0	982040	KOCH	APRIL 1, 1991 & CONT. ON A 90 DAY EVERGREEN BASIS	AVG. OF CHEVRON UNION, TEXACO, & KOCH'S BUENA VISTA FIELD FOR GRAVITY	$0.00
072-087942-0	982087	KOCH	APRIL 1, 1991 & CONT. ON A 90 DAY EVERGREEN BASIS	AVG. OF CHEVRON TEXACO, & KOCH'S YOWLUMNE FIELD FOR GRAVITY	$0.00
079-007505-0	982533	TEXACO	03/01/92 THRU 03/31/93	AVG. CHEVRON, TEXACO MOBIL & UNOCAL WILMINGTON FIELD	$0.10
		ULTRAMAR	04/01/93 THRU 04/01/94	AVG. CHEVRON, TEXACO TRADING, UNION, &MOBIL WILMINGTON FIELD	$0.25
38-000316-0 088-000450-0 088-000451-0	981201 981211 981221 981262	THESE LEASES ARE ALL A PART OF THE POINT ARGUELLO PRODUCTION THE LEASES HAVE MANY CONTRACTS THEY ARE AS FOLLOWS:			
		ULTRAMER	AUGUST 28, 1991	AVG. POSTINGS BY MAJOR OIL CO'S.	$0.00
		CHEVRON	DEC. 1992	CHEVRON'S POSTED	$0.00
		TEXACO	OCT 1992	AVG. OF CHEVRON, UNOCAL, & TEXACO	$0.00
		UNOCAL	JUNE 1993	AVG. OF UNOCAL CHEVRON & TEXACO	$0.00
		EXXON SUPPLY	MAY 1993	AVG. NYMEX LESS	$0.00
		AMOCO	MAY 1993	AVG 5 BUS DAY MAYA FORMULA QUOTES	$0.00

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COVERING NEW YORK & AMERICAN STOCK EXCHANGES

1994

VOL. 2

J-Z

MOODY'S®

INDUSTRIAL MANUAL

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ron and Co. have interests, but not necessarily jointly nor in the same properties.

Co. and Union Carbide Industrial Gases Inc. announced the formation of a joint venture to develop and operate high-purity hydrogen production facilities. The joint venture, called HydroGEN Supply Company, is owned jointly by Texaco Hydrogen Inc., a wholly owned subsidiary of Co. and UCIG Hydrogen Services Inc., a wholly owned subsidiary of UCIG.

On Apr. 11, 1994, Co. announced that along with subsidiaries of Exxon, Amoco Corp. and Norsk Hydro, has formed a new limited liability company, Timan Pechora Company L.L.C. (TPC) to explore, appraise and potentially develop oil fields in the Timan Pechora basin of Arctic Russia.

Co.'s interest in TPC is 30%, with Exxon holding 30%, Amoco 20%, and Norsk Hydro 20%. Pending final approval of a production sharing agreement by the Government of the Russian Federation and the Russian Federal Assembly, TPC plans during 1994 to begin assessment of the commercial potential of the contract area.

Business: Co. and its subsidiary companies, together with affiliates owned 50% or less, represent a vertically integrated enterprise principally engaged in the worldwide exploration for and production, transportation, refining, and marketing of crude oil, natural gas and petroleum products.

Property: Co. maintains its corporate headquarters in White Plains, N.Y.

Subsidiaries

Four Star Oil and Gas Co.
Texaco Cogeneration Co.
Texaco Pipeline Inc.
Texaco Exploration and Production Inc.
Texaco Refining and Marketing Inc.
Texaco Refining and Marketing (East) Inc.
Texaco Trading & Transportation Inc.
Texaco A/S (Denmark)
Texaco Britain Limited (England)
Texaco Denmark Inc.
Texaco Investments (Netherlands), Inc.
Texaco Limited (England)
Texaco North Sea U.K. Company
Texaco Brasil S.A. Productos de Petroleo (Brazil)
Texaco Overseas (Nigeria) Petroleum Company (Nigeria)
Texaco Overseas Petroleum Company
Texaco Panama Inc. (Panama)
Texaco Petroleum Company
Heddington Insurance Ltd. (Bermuda)
Saudi Arabian Texaco Inc.
Texaco International Trader Inc.
Texaco Overseas Holdings Inc.
TRMI Holdings Inc.

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R.C. Oelkers, Compt.
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C.P. Casalot, Jr. — D.C. Crikelair
R.S. Cunningham — R.R. Dickinson
W.P. Doyle — P.L. Lynch
T.M. Matthews — [illegible]
E.P. Smith — R.A. Solberg
G.F. Tilton

Directors

R.A. Beck — J. Brademas
W.C. Butcher — T.M. Carpenter
W.J. Crowe, Jr. — A.C. DeCrane, Jr.
F.G. Jenifer — J.W. Kinnear
A.J. Krowe — [illegible]
C.H. Price, II — R.R. Smith
W.C. Steere, Jr. — T.A. Vanderslice
W. Wrigley

Auditors: Arthur Andersen & Co.

Annual Meeting: In May.

Shareholder Relations: Elizabeth P. Smith, Investor Relations and Shareholders Services. Tel.: (914) 253-4000

No. of Stockholders: Feb. 24, 1994, 201,435.

No. of Employees: Dec. 31, 1993, 32,514.

Address: 2000 Westchester Avenue, White Plains, NY 10650. Tel.: (914) 253-4000 Fax: (914) 253-6286. Telex: 1791144.

Consolidated Income Account, years ended Dec. 31 ($000):

	1993	1992	1991
Sales & services	33,245,000	[illegible]	36,112,000
Eq in inc of affils, int & other	826,000	843,000	1,050,000
Total revenues	34,071,000	36,530,000	37,162,000
Purchases & other costs	[illegible]	[illegible]	[illegible]
Operating expenses	3,086,000	3,072,000	3,306,000
Sell, gen & administrative exp	1,783,000	1,792,000	1,841,000
Maintenance & repairs	418,000	446,000	466,000
Exploratory expenses	357,000	349,000	436,000
Deprec, depl & amort	1,568,000	1,536,000	1,494,000
Interest expense	459,000	477,000	558,000
Tax other than inc tax	349,000	530,000	551,000
Minority interest	17,000	18,000	18,000
Total deductions	32,899,000	35,181,000	35,740,000
Inc bef income taxes	1,172,000	1,349,000	1,422,000
Prov for inc taxes	cr87,000	311,000	130,000
Inc (loss) fr contin oper	1,259,000	1,038,000	1,292,000
Discont oper-net inc fr oper	dr17,000	dr26,000	2,000
Discont oper-net loss on disp	dr174,000	......	......
Cum effect of acct chg	......	dr300,000	......
Net income	1,068,000	712,000	1,294,000
Pfd stk div requirements	101,000	99,000	103,000
Net inc avail to com stk	967,000	613,000	1,191,000
Prev retain earn	7,312,000	7,314,000	7,150,000
Com stk div	828,000	828,000	827,000
Pfd stk dividends	102,000	99,000	103,000
Tax ben on unallocated ESOP conv pfd divs	14,000	13,000	......
Retained earnings	7,463,000	7,312,000	7,314,000
Earn com sh:			
Primary:			
Cont oper	$4.47	$3.63	$4.60
Discont opers	d$0.73	d$0.10	$0.01
Accig change	......	d$1.16	......
Earn com sh	$3.74	$2.37	$4.61
Fully diluted:			
Cont oper	$4.45	$3.62	$4.54
Discont opers	d$0.71	d$0.10	$0.01
Accig change	......	d$1.16	......
Earn com sh	$3.72	$2.36	$4.55
Common shares (000):			
Year-end	259,000	259,000	......
Average	259,000	259,000	258,000

Restated to reflect the adoption of SFAS Nos. 106 & 109 and discontinued chemical operations. Includes transactions with significant affiliates: 1993 $3,027,000,000; 1992 $3,672,000,000; 1991 $4,124,000,000. Includes transactions with significant affiliates: 1993 $1,709,000,000; 1992 [illegible]; 1991 $2,062,000,000.

Consolidated Balance Sheet, as of Dec. 31 ($000):

	1993	1992	1991
Assets:			
Cash & cash equiv	[illegible]	[illegible]	[illegible]
Short-term invest-at cost approx mkt	48,000	21,000	40,000
Accts & notes receiv	[illegible]	[illegible]	[illegible]
Inventories	[illegible]	1,461,000	1,303,000
Net assets of discont operations	1,180,000	......	......
Defer inc tax & other curr assets	322,000	278,000	134,000
Total current assets	6,865,000	5,611,000	6,581,000
Invest & advances	4,984,000	4,533,000	4,112,000
Prop, plt & equip at cost	33,149,000	34,653,000	34,103,000
Deprec, depl & amort	18,978,000	19,427,000	19,159,000
Net prop, plt & equip	14,171,000	15,226,000	14,944,000
Deferred charges	606,000	622,000	545,000
Total assets	26,626,000	25,992,000	26,182,000
Liabilities:			
Loans	1,494,000	1,060,000	......
Notes pay & curr port of long-term debt	449,000	140,000	1,331,000
Accts pay & accrued liabl	2,334,000	2,177,000	[illegible]
Est inc & other tax	761,000	908,000	1,406,000
Total current liabl	4,784,000	4,235,000	6,290,000
Long-term debt & cap lse oblig	6,157,000	6,441,000	5,173,000
Deferred income taxes	1,163,000	1,370,000	1,482,000
Empl retir benefits	1,184,000	1,102,000	749,000
Defer cr & noncurr liabl	2,634,000	2,693,000	2,795,000
Minor int in sub cos	537,000	198,000	165,000
Total liabl	16,347,000	16,019,000	16,156,000
Ser C var rate cum pfd stk	367,000	367,000	367,000
Ser E var rate cum pfd stk	381,000	381,000	381,000
Mkt auction pfd shares	300,000	300,000	......
Ser B ESOP conv pfd stk	487,000	494,000	497,000
Ser F ESOP conv cumul pfd stk	49,000	49,000	50,000
Unearned emp comp	dr537,000	dr585,000	dr635,000
Common stock	1,714,000	1,714,000	1,714,000
Paid-in cap in excess of par val	655,000	654,000	658,000
Retained earnings	7,463,000	7,312,000	7,314,000
Currency translated adjustment	cr18,000	24,000	19,000
Unreal net gain on invest	58,000	......	......
Total	11,055,000	10,762,000	10,627,000
Less-com stk held in treas, at cost	[illegible]	[illegible]	[illegible]
Tot com stk' equity	10,279,000	9,973,000	[illegible]
Total liab & stk eq	26,626,000	25,992,000	[illegible]
Net current assets	2,109,000	1,386,000	[illegible]

Includes receivables from significant [illegible] 1993 $199,000,000; 1992 $259,000,000; [illegible] $200,000,000. Allowance for doubtful [illegible] 1993 $28,000,000; 1992 $24,000,000; 1991 [illegible] Includes payables to significant affiliates [illegible] $81,000,000; [illegible] Stated value per share: $50; Year end [illegible] 1993 5,334,000; 1992 5,334,000; 1991 [illegible] Stated value per share: $100,000; Year end shares: 1993 4,000; 1992 4,000; 1991 4,000 [illegible] dation value per share: $250,000; Year end shares: 1993 1,000; 1992 1,000. Liquidation value per share: $600; Year end shares: 1993 812,000; [illegible] 821,000; 1991 828,000. Liquidation value per share: [illegible] Year end shares: [illegible] 67,000; 1991 68,000. Par value $6.25; Authorized shares: 1993 350,000,000; 1992 350,000,000; [illegible] 350,000,000. Shares: 1993 15,273,572 [illegible] 15,[illegible]; 1991 15,799,603.

Long Term Debt: 1. Subsidiary debt: [illegible] Capital Inc. 6⅞% gtd. notes, due 1999:

Rating — A1

AUTH — $200,000,000.
OUTSTG — Dec. 31, 1993, $200,000,000.
DATED — July 15, 1992.
DUE — July 15, 1999.
INTEREST — 6⅞% per annum payable [illegible] to holders registered J&J 1.
TRUSTEE — The Chase Manhattan Bank (N.A.).
DENOMINATION — Fully registered, $1,000 [illegible] any integral multiple thereof. Transferable [illegible] exchangeable without service charge.
CALLABLE — Not callable prior to maturity.
SECURITY — Not secured. Ranks equally [illegible] rateably with all other unsecured debt. Co. or [illegible] principal subsidiary shall not incur a lien to secure a long-term debt on a principal property, [illegible] tal stock or a long-term debt of a principal subsidiary unless: (1) the liens equally and rateably secures the debt securities and the secured debt; (2) the lien is in existence at the time a corporation merges into or consolidates with Co. or a principal subsidiary or becomes a principal subsidiary; (3) the lien is on a principal property at the time Co. or a principal subsidiary acquires the principal property; (4) the lien secures debt incurred to finance all or some of the purchase price of a principal property or a principal subsidiary; (5) the lien secures debt incurred to [illegible] erty; (6) the lien secures debt of a principal subsidiary owing to Co. or another principal subsidiary; (7) the lien extends, renews or replaces in whole or in part a lien permitted by any clause (1) [illegible] (6); or (8) the secured debt plus all [illegible] secured by liens on principal properties, [illegible] stock or debt of a principal subsidiary at the time does not exceed 10% of Co.'s consolidated net tangible assets.
SALE AND LEASEBACK — Co. or any principal subsidiary shall not enter into a sale-leaseback transaction unless: (1) the lease has a term of three years or less; (2) the lease is between Co. and a principal subsidiary or between principal subsidiaries; (3) Co. or a principal subsidiary under the terms of the indenture could create a lien on the principal property to secure a debt at least equal in amount to the attributable debt for the lease; or (4) Co. or a principal subsidiary within 120 days of the effective date of the sale-leaseback transaction (i) retires debt of Co. or a principal subsidiary at least equal in amount to the fair value of the principal property or (ii) if the principal property is leased or (ii) if the net proceeds of the sale-leaseback transaction exceed the fair value of the principal property, applies the net proceeds to [illegible] other principal properties which investments were made within twelve months prior to or subsequent to the transaction.
INDENTURE MODIFICATION — Indenture may be modified, except as provided, with consent of 50.1% of notes outstg.
RIGHTS ON DEFAULT — Trustee, or 25% of notes outstg., may declare principal due and payable (30 days' grace for payment of interest).
PURPOSE — Proceeds will be lent to Co. or its subsidiaries for working capital, for retirement of debt and for other general corporate purposes.
OFFERED — ($200,000,000) at 99.806 plus accrued interest (proceeds to Texaco Capital Inc., [illegible]) on July 15, 1992 thru The First Boston Corporation, Morgan Stanley & Co. Inc., Salomon Brothers Inc. and associates.

PRICE RANGE —	1993	1992
High	107⅛	[illegible]
Low	98	[illegible]

GUARANTEED — As to payment in principal and interest unconditionally gtd. by Texaco Inc.

2. Texaco Capital Inc. gtd. debentures 8%, due 2032:

Rating — A1

AUTH — $150,000,000.
OUTSTG — Dec. 31, 1993, $147,000,000.
DATED — Aug. 1, 1992.
DUE — Aug. 1, 2032.
INTEREST — 8% per annum payable F&A 1 to holders registered J&J 15.
TRUSTEE — The Chase Manhattan Bank, N.A.
DENOMINATION — Fully registered, $1,000 or any integral multiple thereof. Transferable and exchangeable without service charge.

(Universe of Sales Contracts)

P. 2

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SALES

AUTHORIZED 3 S 17P01-17P99

Historical Term Sales 1989 & 1993

Long Term Contract Status

Log Date	Type	Cont No	Amend#	Company	Trader	Start Date	Notice	Last Revised	Terminat Dte	Closed Dte	Crude Type	Dely Location
01-May-88	S	17P65		Chevron		01/01/93					Midway	[illegible]
01-May-88	S	17P66		Challenger Petroleum	LC	01/01/86					Kern River	[illegible]
01-May-88	S	17P67		McMillan Ring Free	BB	07/01/86					Carpenteria	Merrill Rd.
01-May-88	S	17P68		Sinclair Oil	RAK	11/01/86					WTC Sonc	Tynan
01-May-88	S	17P69		Tenneco	RAK	03/01/87					Louisiana	Rapides
01-May-88	S	17P70		Giant Refining	RAK	03/01/87					Al Connor	Lenox
01-May-88	S	17P71		Conoco	MO	06/01/87					New Mexico	Tinsley
01-May-88	S	17P72		Challenger	BB	09/01/87					Line 61	Hynes
01-May-88	S	17P73		TRMI	WRC	12/01/87					WTI	Cushing
01-May-88	S	17P75		Huntway		01/01/88					Kern River	[illegible]
01-May-88	S	17P74		Chevron		01/01/88					SJV Hvy	Avon
01-May-88	S	17P79		Bilgington Oil	KJF	01/01/88					Ventura	Chiswell
01-May-88	S	17P80		Chem Oil	BB	04/01/89					Line 61	Hynes
01-May-88	S	17P88		TRMI (DKP)	KJF	05/01/88	90				KERMICK HILLS	DKP
01-May-88	S	17P87		TRMI (PSP)	KJF	05/01/88	90				ANS	PSP
01-May-88	S	17P90		TRMI (PSP)	KJF	05/01/88	90 day				ANS	PSP
01-May-88	S	17P81		Occidental	BB	05/01/88			03/01/88		WTI	Cushing
18-Dec-89	S	17P99		TBPI	DWM	05/01/88	80 day				Diluent	Tulo
	S	17P82		Conoco	BB	06/01/88					Yucca	[illegible]
11-Nov-88	S	17P89		Wilco	RBB	02/01/88	30 day				Kern River	[illegible]
	S	17P92		Wilco	RBB	03/01/89	30 day				Kern River	[illegible]
	S	17P91		J.M. Petroleum	WJF	03/01/89	30 day				Line 61	Tynan
	S	17P94		TRMI (LAP)	WJF	07/01/89	30 day				VARIOUS	
	S	17P93		Huntway	KJF	07/01/89	90 day				WCS	Bonidio
	S	17P96		Wilco	RDB	08/01/89	60 day				Kern River	[illegible]
	S	17P97	A#4	TBPI	BWJ	10/01/89	60	02/02/95			Diluent	Tulo
	S	17P98		TRMI (LAP)	KJF	10/01/89			04/01/89		Wilmington	P/L

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underlined = 23 selected

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FROM : - BURBANK TO : 1995.07-18 12:57 #556 P.02/14
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Unwise Buy/Sell

P. 29

BUY SELL

AUTHORIZED P'S 15P01-35P99

Historical Term buy/Sell Exchange
1989 & 1993

Leg Date	Type	Cont No	Amend No	Company	Trader	Start Date	Notice	Last Review	Term Date	Closed Date	Contr Type	Rec Location	Dely Location
16-May-89	B/S	35P94	A/1	Shell Oil Co	LSU	11/01/89	60 day	02/10/95			Kern River	Cushing	St 36
21-Apr-89	B/S	35P47	A/4	Unocal Corp	BWI	03/01/90	30 day	04/04/94			SJVII	McKittrick	Security
25-May-89	B/S	35P49	A/6	Wilco Corpo	LSU	07/01/89	90 day	01/31/95			Kern River	Kern Front	St 36
12-Apr-91	B/S	35P60	A/4 Cor	Chevron US	LLS	09/01/89	30 day	10/12/94			Light	Hynes	Bohnert
11-Dec-89	B/S	35P68		Unocal Corp	LSU	12/01/89	30	02/10/95			Mid/Sun	UTTI/Mid/Sun	U/Mid/Sun
14-Dec-89	B/S	35P69		Unocal Corp	LLS	12/01/89	30	02/10/95			SoMin	UTTI/Ventura	U/Ventura
16-Dec-90	B/S	35P82	A/15	Unocal Corp	LLS	01/01/90	60day	07/24/94			Light	Various	Various
09-Jan-90	B/S	35P71	A/5	Mobil Oil C	LLS/LSU	02/01/90	30 day	01/31/95			SJVII/UT	Various	Various
22-Feb-90	B/S	35P73	A/14	Texaco Refini	LLS	03/01/90	90 day	01/31/95			SJVII/OCS	Various	Avoc.
01-May-90	B/S	35P78	A/9	San Joaquin	LLS	03/01/90	90 day	01/31/95			SJVII	Lostwell	Kern River
15-Oct-90	B/S	35P81	A/15	Chevron US	LLS	11/01/90	30 day	10/12/94			Light	Various	Various
03-May-91	B/S	35P85	Cor	Unocal Corp	LLS	04/01/91	30 day	01/31/95			Light	Hynes	La Glenegra
01-Aug-91	B/S	35P89	T	Chevron	LLS	03/01/91	30 day		12/01/94		Pt Arg	Portland	MB/Sta,Avoc
25-Feb-92	B/S	35P95		Coleman Oil	LLS	03/01/92	30 day	Terminate			SJVII	Portland	Kelley
22-Apr-92	B/S	35P96		Arco Oil co	LLS	05/01/92	30 day	01/10/95			Yowlumne	Sec 3	Sec 4
25-Jun-92	B/S	55P01		Chevron US	LLS	07/01/92	30 day	10/13/94			Yowlumne	Yowlumne	Kelley
26-Jun-92	B/S	55P02	T	Wilco Corpo	BWI	07/01/92	60 day	02/01/95	01/01/95		SJVII	St 36	Mt Poso
26-Aug-92	B/S	55P05	A/2	Koch Oil Co	LLS	09/01/92	90 day	01/31/95			OCS	Portland	Emidio
01-Sep-92	B/S	55P06	Cor	Unocal Corp	BWI	10/01/92	30 day	01/30/95			Light	Hynes	Solicoy

Purchase contract Universe

P. 2.6

SPOT [illegible]

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Company	ContNo	Type	Trader	StartDate	LastRevie	CastleType	BLocation
Arco Oil and Gas Compan	46P11	P	LLS	01/01/93		Midway Sun	Stn 31
Pan Canadian Petroleum	46P18	P	CRK	01/01/93		Koch Alberta	PSP
Chevron	46P17	P	LLS	01/01/93		Pt Arguello	PAPCO
Arco Oil and Gas Co	46P20	P	LLS	01/01/93		Mid Sun	Stn 31
Enron Oil Trading & Trans	46P19	P	LLS	01/01/93		Thums	Bdwy/Mc
Exxon Company U.S.A.	46P21	P	CRK	01/01/93		ANS	[S]
Mobil Oil Corp	46P22	P	DWM	01/01/93		San Ardo	LAP
Bravo Energy Trading	46P16	P	DWM	01/01/93		Thums	Thums
Gibson Petroleum Co Ltd	46P14	P	CRK	01/01/93		Koch Alta	PSP
Mobil Oil Corp	46P07	P	LLS	01/01/93		Midway Sun	SJVH
Alberta Petroleum Mktg	46P13	P	CRK	01/01/93		Peace River	PSP
Tesoro Alaska Petroleum	46P34	P	CRK	02/01/93		ANS	PSP
Arco Long Beach Inc	46P24	P	DWM	02/01/93		Thums	ThumsP/L
Koch Oil Company	46P23	P	DWM	02/01/93		THUMS	Bdwy/mlc
Pan Canadian Pet Co	46P28	P	CRK	02/01/93		Koch Alta	PSP
Gibson Petroleum Co	46P26	P	CRK	02/01/93		Koch Alta	PSP
Meridian Oil Trading	46P29	P	LSU	02/01/93		WTI/DoraSwt	Cushing
Shell Oil Company	46P27	P	CRK	02/01/93		ANS	PSP
Pennzoil Expl & Prod Co	46P40	P	LLS	03/01/93		Pt Arguello	Papco
Pan Canadian Petrol	46P38	P	CRK	03/01/93		Koch Alta	PSP
Pacific Refining	46P30	P	DWM	03/01/93		Line 63	Hynes Stn
Mitromar	46P31	P	DWM	03/01/93		THUMS	Thums P/L
Koch Oil Company	46P32	P	DWM	03/01/93		Line 63	Thums P/L
Arco Oil and Gas Co	46P33	P	DWM	03/01/93		Midway Sun	Stn 31
Arco Oil and Gas Co	46P36	P	DWM	03/01/93		Line 63	Hynes Stn
Enron Oil Trading & Tran	46P37	P	CRK	03/01/93		BC Lt	PSP
Arco Oil and Gas Co	46P35	P	DWM	03/01/93		Yowlumne	Kern CA
Gibson Petroleum Co Ltd	46P44	P	CRK	04/01/93		Koch Alta	PSP
Petro-Canada	46P42	P	CRK	04/01/93		B. C. Light	PSP
Unocal	46P45	P	LLS	04/01/93		Pt Arguello	Papco
Shell Oil Co	46P56	P	CRK	04/01/93		ANS	PSP
P. Oil Supply	46P50	P	DWM	04/01/93		ANS	LAP
Arco	46P47	P	LLS	04/01/93		Midway Sun	P/L,Stn31
Gulf Canada Resources	46P48	P	CRK	04/01/93		Peace River	PSP
Petro Canada	46P48	P	CRK	04/01/93		Koch Alta	PSP
Pancanadian Petroleum Lt	46P41	P	CRK	04/01/93		Koch Alta	PSP
Koch Oil Company	46P39	P	LLS	04/01/93		Thums	BdwyMcl
Petro Canada	46P43	P	CRK	05/01/93		B C Light	PSP/Burn
P Oil Supply	46P55	P	CRK	05/01/93		ANS	PSP
Gibson Pe[illegible]	46P58	P	CRK	05/01/93		Peac River	PSP
Pan Can	46P57	P	CRK	05/01/93		Koch Alberta	[illegible]
Exxon	46P04	P	LLS	05/01/[illegible]		SJVH	[illegible]

42 Ks

Sample Selection
Criteria
For
Sales Contracts

1. Volume (Long Term v Spot)

2. 3rd Pty

3. Crude Type

4. Audit Year

5. Company

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3rd Pty Sales Plan

Select Random

List of all 3rd Pty Sales Cont. → Contracts

L.T. + Spot

Posted Price

Invoices

SV

PV

Val/Vol

Stands/Adj

A/R Entry

G.L

2% -

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SOURCE: VMMS/ACO

Audit No.

Date: July 18, 1995

To: Terry Meinen

From: Gary Worthington

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Subject: List of California Pipeline Systems

1. Texaco Trading and Transportation Inc. Systems - Proprietary

TTTI CALIFORNIA PIPELINE CARRIERS		
Carrier No.	Carrier Name	Ownership
7105	Santa Maria	100% TTTI
7106	Seal Beach - Inactive	100% TTTI
7110	Ventura Newhall - Proprietary portion of TCPI - Fillmore System	100% TTTI
7112	Wilmington Thums - Proprietary portion of TCPI - L.A. Basin System	100% TTTI
7116	Harbor Area Gathering	Leased Pipeline
7117	Carneras Kelley Blend System	100% TTTI
7121	20" Mainline - San Joaquin Valley System.	100% TTTI

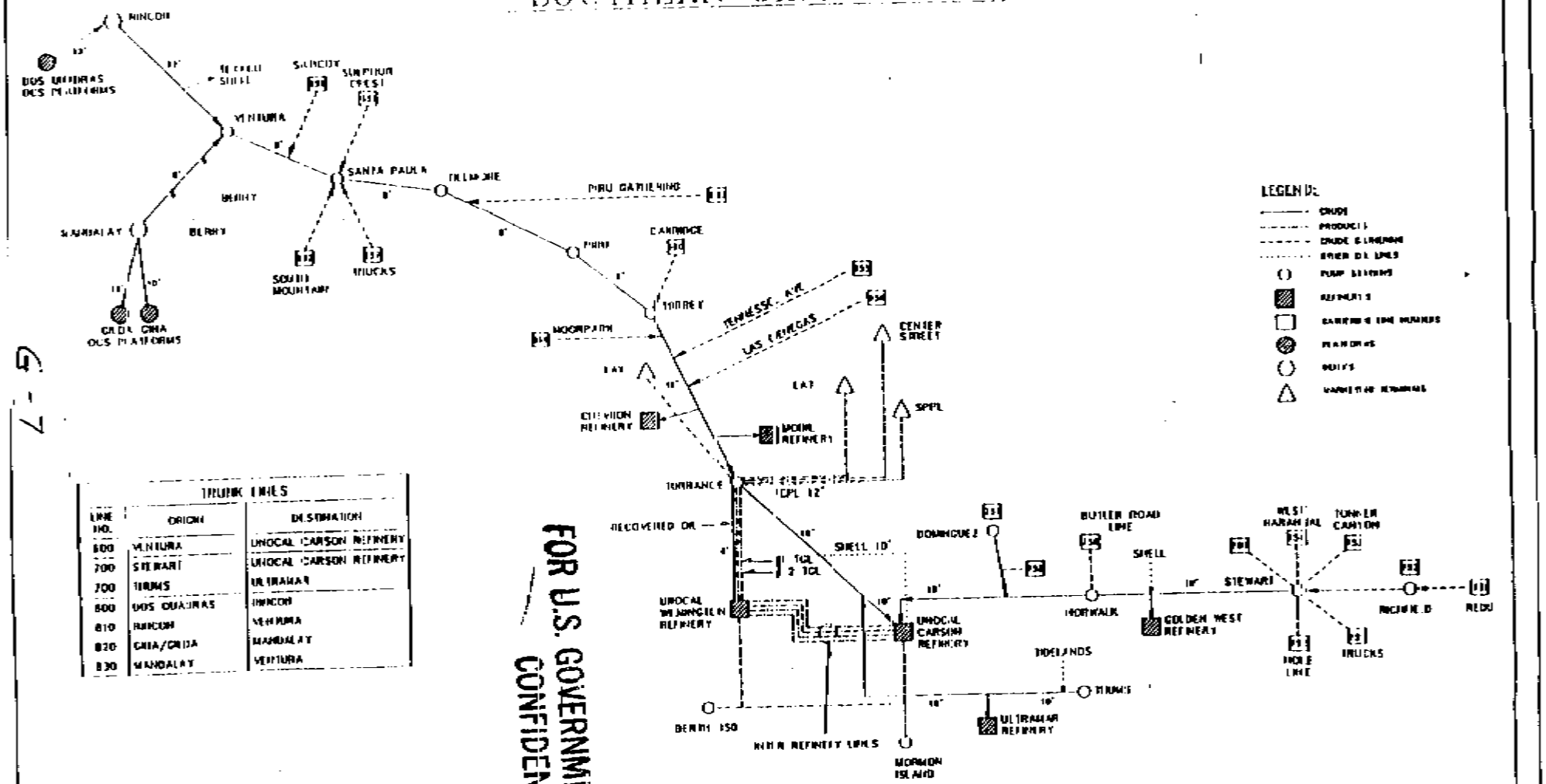
2. Texaco California Pipelines Inc. - Common Carrier

TCPI CARRIERS		
Carrier No.	Carrier Name	Ownership
7501	L.A. Basin System	100% TCPI
7502	Fillmore System	100% TCPI
7503	Ventura Pipeline System	Operated by Chevron - TCPI has an undivided 22% Interest

3. Gaviota Terminal

Texaco Trading and Transportation is the operator of this Terminal, with a 20% interest.

SOUTHERN CALIFORNIA DIVISION



TRUNK LINES		
LINE NO.	ORIGIN	DESTINATION
600	VENTURA	UNOCAL CARSON REFINERY
700	STEWART	UNOCAL CARSON REFINERY
700	TRUNKS	ULTRAMAR
800	OCS QUADRAS	RINCON
810	RINCON	VENTURA
820	GILA/GRIDA	MANDALAY
830	MANDALAY	VENTURA

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G-7

TK OPEN MN.DY/YR	TKT # VER TRNSMT OR DOCUMENT NBR	TKT TOTAL NET BBLS	ACQUISITION INFORMATION: R&M BBLS 60 DEGREE	R&M BBLS NET	API GRAV	S & W %	$/BBL	VALUE	DISPOSITION INFORMATION: DSP SUB	VIA	AFP TYP	R&P BBLS NET	$/BBL	VALUE	C/LSE & OI LOCATION
INVENTORY CATEGORY: OTHER REFINING															
12 14 92	00422 3	17	14,266.45	839.32			13.2400	11,856.99							
1	79366	40	16,679.68	815.00			12.9405	10,472.75							
MOVEMENT SUB TOTAL				815.00			12.9405	10,472.75							
COMIS ID TOTAL				815.00			12.9405	10,472.75							
3-8-900-650-00 RIVERBOTTOM "C" UNIT			FIELD:VENTURA			TYPE:C	C/LSE:P525-92	TEXACO TRADING & TRANSPOR				CRUDE:TORREY			OFF:OSHE VENTURA
3	1	29	3,338.28	3,344.97	3,338.28	30.4	0.203	13.9189	46,465.11	25	P	I			
MOVEMENT SUB TOTAL				3,344.97	3,338.28	30.4		13.9189	46,465.11						
COMIS ID TOTAL				3,344.97	3,338.28	30.4		13.9189	46,465.11						
3-8-900-653-00 TEX-MARINE TERM TEX1421			FIELD:VENTURA			TYPE:C	C/LSE:1421-89	TEXACO TRADING & TRANSPOR				CRUDE:TORREY			OFF:OSHE TEXACO I
1	50-0001	19	28,004.88	28,061.00	28,004.88	30.7	0.200	13.9873	391,711.46	25	P	I			
MOVEMENT SUB TOTAL				28,061.00	28,004.88	30.7		13.9873	391,711.46						
COMIS ID TOTAL				28,061.00	28,004.88	30.7		13.9873	391,711.46						
3-8-901-566-01 VENTURA P/L SYSTEM TO SHL			FIELD:			TYPE:I	C/LSE:					CRUDE:TORREY			OFF:OSHE 1343-00
1	53-0301	01		43,216.00		27.0	0.510			27	P	C	43,000.00	13.5000	580,500.01
MOVEMENT SUB TOTAL				43,216.00									43,000.00		580,500.01
COMIS ID TOTAL				43,216.00									43,000.00		580,500.01
3-8-901-567-02 VENTURA P/L SYSTEM TO TEX			FIELD:			TYPE:I	C/LSE:					CRUDE:TORREY			OFF:OSHE 1489-89
1	52-0001	01				26.2				25	P	C	3,720.00	13.2429	49,263.60
MOVEMENT SUB TOTAL													3,720.00		49,263.60
COMIS ID TOTAL													3,720.00		49,263.60
3-8-917-517-00 ROGER FERGUSON #2 & 3			FIELD:WALNUT			TYPE:L	C/LSE:WF001	INDEPENDENT OIL PRODUCERS				CRUDE:NORWALK			OFF:PLS STEWART
3	72576	3	299.42	301.53	299.42	16.4	0.700	12.9684	3,880.48	25	T	I			STEWART
3	72577	3	301.30	303.42	301.30	16.5	0.700	12.9454	3,900.33	25	T	I			STEWART
7	72597	11	459.81	463.05	459.81	16.1	0.700	12.9150	5,938.45	25	T	I			STEWART
10	72602	11	307.38	309.24	307.38	16.3	0.500	12.4450	3,825.34	25	T	I			STEWART
12	72607	11	284.66	286.67	284.66	16.3	0.700	12.4450	3,542.59	25	T	I			STEWART
14	72620	16	303.25	307.87	303.25	16.1	1.500	12.4150	3,766.85	25	T	I			STEWART
19	72648	16	619.58	623.95	619.58	16.2	0.700	12.4300	7,701.38	25	T	I			STEWART
21	72653	16	325.52	327.28	325.32	16.0	0.600	12.4000	4,033.97	25	T	I			STEWART
26	72669	25	612.89	618.46	612.89	16.3	0.900	12.4450	7,627.42	25	T	I			STEWART
28	72677	25	320.76	322.85	320.76	16.1	0.400	12.4150	3,980.24	25	T	I			STEWART
MOVEMENT SUB TOTAL				3,863.52	3,834.37	16.2		12.5697	48,197.05						

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Pipline System Stations

TTH STATIONS

NUMBER	NAME	FROM	TO
4501	WESTSIDE GATH		4540 COALINGA, SALES
4502	OJAI FCPL #72		4503 FILLMORE
4503	FILLMORE, CA (4 CORNERS)	4581 TRK RACK, 4537 SM/SC, 4531 SESPI, 4529 VPS, 4502 OJAI	4504 NEWHALL
4504	NEWHALL STA, CA(4 CNRS)	4503 FILLMORE, TPI HONOR RANCHO	4507 NEWH REF, TO 4530 LAP
4506	BELR LTE TO BKP VIA TAFT	TPI LOST HILLS	4558 BKP
4507	NEWHALL REF, CA(4 CNRS)	4504 NEWHALL	SALES 35P07 NEWHALL REFINING, 35P15 BRAVO ENERGY
4510	EMIDIO TANK FARM, CA	4525 ELK HILL, 4588 TAFT GTH, 4521 YOWLUMNE, 4512 MIDWAY	4513 KELLEY, SALES
4511	MIDWAY, CA TRK	TPI TRUCKED	4512 MIDWAY
4512	MIDWAY TANK FARM, CA	4566 (STA 31) 4576 NGL, 4527 OLIG, 4565 BELR LT, 4511 MID TRKS	4510 EMIDIO
4513	W KELLEY, CA (4 CORNERS	4510 EMIDIO, TPI LEUTHOLTZ	4514 HYNES, 4569 26TH & E, 4530 LAP,4524 GATX, SALES
4514	HYNES, CA(4 CORNERS)#63	4513 KELLEY	SALES
4517	CUSHING, OK(ARCO)		SALES
4519	KERN REVER (ST 36)	4539 KR GATH	4558 BKP, SALES
4521	YOWLUMNE, CA (TTH)	TPI YOWLUMNE	4510 EMIDIO
4523	MOBIL RINCON STA, CA	TPI DOS CUADROS	4529 VENT STA, SALES
4524	GATX OR FLETCHER REF	4513 KELLEY	SALES
4525	ELK HILLS (TTH PVL)		4558 BKP, 4510 MID, SALES
4526	ZACA FILD (TPI/CONOCO)	TPI ZACA	SALES TO CONOCO INC. (PUR $8 151 SOLD $9 501) 17P62
4527	OLIG CA TTH PL	TPI MCK/B A	4512 MIDWAY, 4540 COALINGA
4528	EMPIRE LA TRADING		SALES
4529	VENTURA PUMP STATION	4559 WILLETT, 4523 RINCON	4503 FILLMORE
4530	TEXACO LA REF 4CORNERS	4594, 4513, 4585, 4578, 4534, 4504, 4536, 4535	SALES TO TEXACO REFINING
4531	SESPI PIPELINE CA		4502 FILLMORE
4533	ALISO CANYON	TPI ALISO CYN	SALES TO CHEVRON
4534	HUNTINGTON BEACH		4530 LAP, SALES TO ULTRAMAR
4535	WILMINGTON	TPI WILMINGTON	4530 LAP
4536	SIGNAL HILL UNIT	TPI S H W U	4530 LAP
4537	SO MTN,SHIELLS CYN NGL'S	TPI S C /S M	4503 FILLMORE
4538	VENTURA GATH	TPI C & D BLOCK	4559 WILLETT
4539	KERN RIVER GATH	TPI STA 36	4519 (STA 36)
4540	COALINGA	4561, 4566, 4563, 4527, 4501, 4577, 4564, TPI COALINGA	4562 AVON
4543	SANTA MARIA GATH	TPI CAT CANYON	SALES TO UNION 35P12
4544	FRUITVALE		4558 BKP
4548	SEAL BEACH	TPI BRYANT LSE	SALES
4549	LOS ANGELES BASIN GATH	TPI BELMONT, TPI INGLEWOOD	SALES
4550	CHEVRON (FR TPI LEASES)	TPI GETTY#1, CAL CANAL,F B 4 & 5, FLDU/D H, BUENA VISTA	SALES TO CHEVRON
4551	SHELL (FR TPI LEASES)	TPI COAL SEC P, CYPRESS, RIVERBOTTOM	SALES TO SHELL
4553	SAN ARDO	TPI SAN ARDO	SALES TO MOBIL, TEXACO
[illegible]4	M[illegible] (FR TPI LEASES)	TPI S BELRIDGE, S TORRANCE	SALES TO MOBIL
	[illegible]		4556 BKP

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LITI STATIONS

4558	BAKERSFIELD REF	4519, 4595, 4525, 4574, 4557, 4544, 4506	SALES TO TEXACO REFINING
4559	WILLETT TANK FARM	4533 VENT GRN	4529 VENT STA, SALES
4560	ALASKA - VALDEZ		SALES
4561	CALIOLA (SHELL)		4540 COALIGA
4562	AVON	4540 COALINGA	4578 MARTINEZ, SALES
4563	MCKITTRICK (UNOCAL)		4540 COALINGA, 4527 OLIG
4564	MELRIDGE HEAVY GATH		4540 COALINGA
4565	BELRIDGE LIGHT GATH		4512 MIDWAY
4566	ST. 31 GATH		4540 COALINGA, 4512 MIDWAY
4567	ARCO (TEJON,LOST HILLS)	TPI LH/TEJON	SALES TO ARCO
4568	PUGET SOUND REF ANACORTES	4593 IMP SUMA	TRANSFER TO TEXACO REFINING, SALES TO SHELL
4569	26TH & EASTERN	4513 KELLEY	SALES
4570	UNOCAL (FR TPI LEASES)	TPI SEC 13, RICHFIELD/SF, HUALDE/TAPO, COAL NOSE, S M V U, ORCUT	SALES TO UNOCAL
4572	WITCO (FR TPI LEASES)	TPI MTPOSO	SALES TO WITCO
4574	KERN RIVER GATH (TRUCK)	TPI CONDESATE	4558 BKP
4576	NGL-TRUCKED TO MIDWAY		4512 MIDWAY, SALES
4577	COALINGA (TRUCK)		4540 COALINGA
4578	MARTINEZ TERMINAL	4562 AVON	4530 LAP
4579	MIDWAY-GATHERING)	TPI H & P,IND COLONIAL, MID SECURITY	SALES
4581	FILLMORE TRUCK	TPI TRUCKED	4503 FILLMORE
4583	COOK INLET	TPI COOK INLET	SALES
4584	ALASKA - PMP STN #1	TPI PRUDHOE BAY	SALES
4585	ESTERO BAY		4530 LAP
4588	TAFT GATH		4510 EMIDIO
4589	PENWELL (EXXON)		SALES TO EXXON
4590	WHARTON (EXXON)	TRF FR WTNM	SALES TO EXXON
4591	CRANE (EXXON)	TRF FR WTNM	SALES TO EXXON
4592	MIDLAND	TRF FR WTNM	SALES TO EXXON
4593	TRANS MT PIPELINE SUMAS		4568 LAP, SALES
4594	TIUMS		4530 LAP, SALES
4595	ELK HILLS (LCPI)		4558 BKP, SALES
4596	SO. MOUNTAIN (GATHERING)	TPI SO MTN	SALES TO UNION
4597	BUENA VISTA (GATHERING)	TPI KING LSE, BUENA VISTA	SALES TO CHEVRON
4598	CYMRIC (GATHERING)	TPI CYMRIC	SALES TO UNOCAL
4599	LOST HILLS (GATHERING)	TPI HOOK'N LTE	SALES TO UNOCAL

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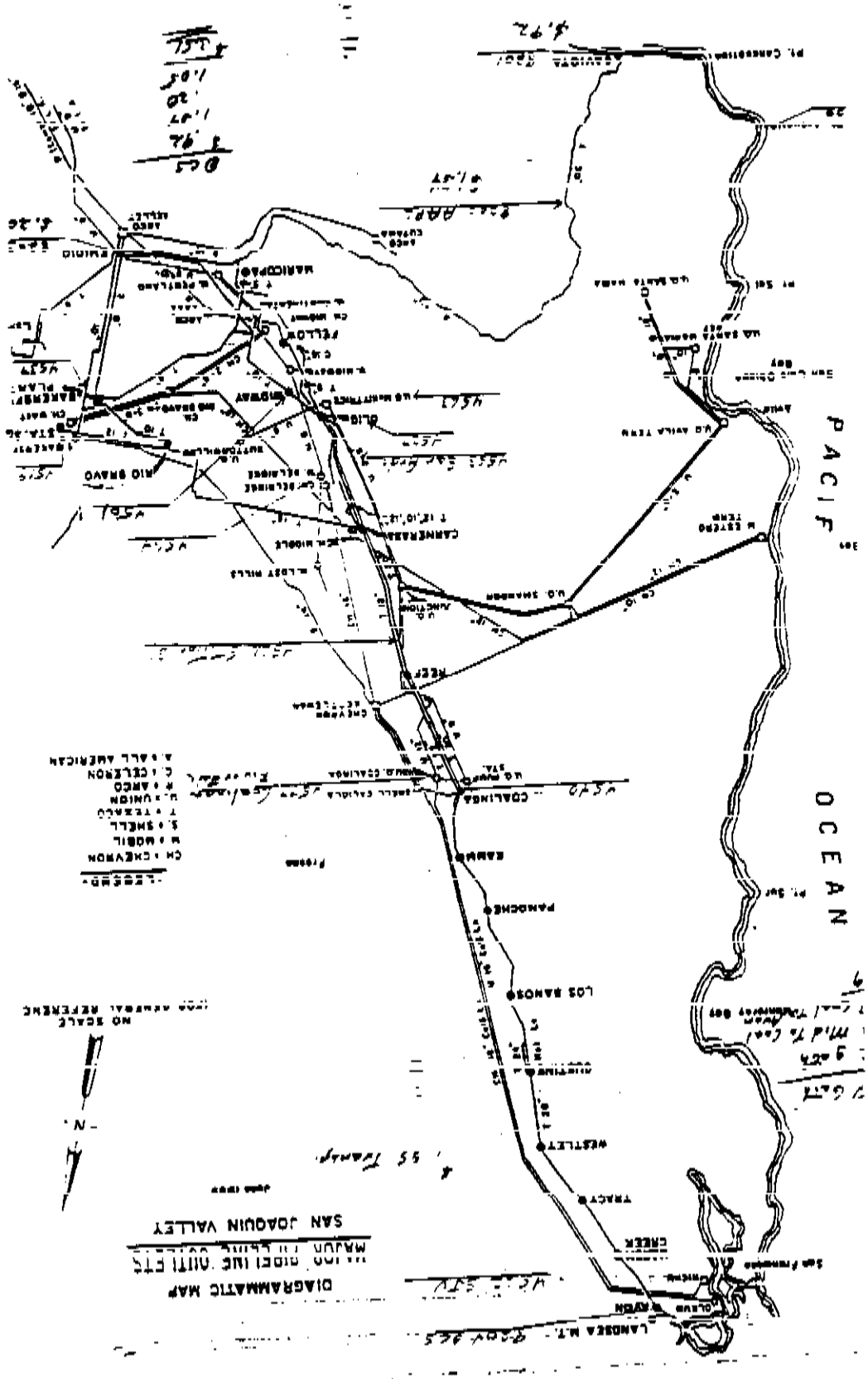

TEXACO TRADING & TRANSPORTATION
MOVEMENT SHEET
JULY, 1993 AS OF 08/10/93 AT 4:30PM

DIVISION 206 AREA STATION 04501
MIDWAY/WESTSIDE 1111 PL GATH

STA NO	GP	PAC	DEPT CO	CONTR NO	RECPAY	DC	DATE MMYY	TC	LEASE	TO/FM STA	CTE	VOUCHER SOU	WD	SUB	VOLUME BARRELS	CRUDE COST	OTHER COST	$/BBL
		********** CM REC & TRANSP **********																
04501	C	104103		461651	00003765		9306	009			40	710	13	42301	41,434.44	519,515.99	14,502.05	2.89
04501	C	104103		461667	00500004		9306	009			02	502	16	00145	11,000.00	146,576.20	0.00	3.33
04501	C	104103		888888	00058848		9306	009			35	799	15	60037	0.00	0.00	620.00	
04501	C	104105					9306	005	51228		86	799	15	60042	-5,160.00	-64,639.07	0.00	12.53
04501	C	104105					9306	005	51469		81	799	18	60104	36,945.00	477,403.29	0.00	12.92
04501	C	104105					9306	005	99999		34	772	10	00001	551,258.81	7,000,572.32	0.00	12.70
04501	C	104105					9306	007	52227		36	799	16	50055	185.00	2,358.74	0.00	12.75
04501	C	104105					9306	007	99999		36	799	16	50055	8,750.00	111,498.63	0.00	12.74
04501	C	104105					9306	009	51469		81	799	18	60104	-36,945.00	-477,403.29	0.00	12.92
04501	C	104105					9306	009	51469		86	799	15	60042	36,945.00	477,403.29	0.00	12.92
04501	C	104105					9306	069			34	772	10	00001	177,108.32	2,280,802.43	0.00	12.88
04501	C	104501	1537	888888														
										TOT CM REC & TRANSP					821,521.57	10,474,288.53	15,122.05	12.77 *
															AVERAGE $/BBL	12.75	0.02	
		********** OTHER ACTIVITY **********																
04501	E	106003					9306	018		04540	36	799	16	50055	-563,861.00	-7,189,147.47	-10,379.19	12.77
04501	E	108903					9306	025			35	799	32	60123	0.43	0.00	0.00	0.00
04501	E	108903					9306	025			36	799	16	50055	-257,661.00	-3,285,141.06	-4,742.86	12.77
										TOTAL OTHER ACTIVITY					-821,521.57	-10474288.53	-15,122.05	12.77 *
										CLOSING INVT (BOOK)					-0.00	-0.00	0.00	16.00 **

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STA NO	GP	PAC	DEPT CO	CONTR NO	RECPAY	DC	DATE MMYY	TC	LEASE	TO/FM STA	CTE	VOUCHER SOU	WD	SUB	VOLUME BARRELS	CRUDE COST	OTHER COST	$/BBL
		********** O/S REVENUE **********																
04501	I	470102		351671	00059166		9306	000			40	710	09	35117	-12,400.00	-159,847.16	0.00	12.89
04501	I	470102		451675	00059166		9306	000			40	710	10	35117	-245,261.08	-3,102,726.15	-14,715.66	12.71
										TOTAL O/S REVENUE					-257,661.08	-3,262,573.31	-14,715.66	12.72 *
															AVERAGE $/BBL	12.66	0.06	
		********** O/S COST **********																
04501	H	600390					9301	025			40	710	04	42800	0.00	0.00	70,947.30	

Exhibit A

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Schedule of Sales and Royalties for Crude Oil Reported by Texaco
For 1989 and 1993

Lease Number	Sales Year	Payor	Sales Quantity	Sales Value	Royalty Quantity	Royalty Value	Field
0060007600	1993	50430	342.25	3,587.28	31.83	333.62	Silverthread
072034993A	1989	50420	11,451.44	151,597.39	1,431.43	18,949.68	Midway Sunset
080019301C	1989	41460	69,694.88	909,762.53	8,711.86	113,720.69	Mt Poso
080019327C	1989	50420	1,383.95	23,746.30	69.21	1,187.33	Kettleman North Dome
080019327D	1989	50420	1,383.95	23,746.30	173.00	2,968.32	Kettleman North Dome
080019347C	1989	50420	1,775.43	26,720.22	221.93	3,340.03	Midway Sunset
0800193490	1989	50420	501,133.27	6,291,076.97	62,641.66	786,334.57	Midway Sunset
0800193490	1993	41463	319,677.80	3,662,065.21	39,959.67	457,758.14	Midway Sunset
0800193690	1989	41460	3,800.45	50,264.90	475.07	6,283.12	Midway Sunset
0800193690	1993	41463	1,255.58	14,062.61	26.36	295.31	Midway Sunset
080019414A	1989	50420	66,818.12	1,126,827.54	8,352.29	140,853.45	Belgian Anticline
080019414A	1993	41463	49,056.91	717,016.59	4,608.36	67,433.44	Belgian Anticline
080019438A	1989	50420	2,767.92	47,492.79	138.40	2,374.65	Kettleman North Dome
080019438F	1989	50420	8,649.72	148,414.71	1,081.20	18,551.82	Kettleman North Dome
080019445A	1989	50420	1,081.21	18,551.83	54.07	927.61	Kettleman North Dome
080019696A	1989	50420	2,421.94	41,555.98	121.11	2,077.82	Kettleman North Dome
080019696F	1989	50420	1,794.83	30,795.97	224.35	3,849.49	Kettleman North Dome
080019696G	1989	50420	345.97	5,936.51	43.25	742.06	Kettleman North Dome
080019840A	1989	50420	11,838.49	167,675.52	591.92	7,883.76	Round Mountain
080019840B	1989	50420	6,043.20	79,536.00	755.41	9,942.02	Round Mountain
080019845C	1989	50420	7,099.91	94,562.91	355.01	4,728.15	Round Mountain
080019846C	1989	50420	14,681.27	195,537.43	734.06	9,776.89	Round Mountain
080019847C	1989	50420	7,577.87	100,928.58	378.88	5,046.44	Round Mountain
080019848C	1989	50420	15,159.24	201,903.08	757.95	10,095.15	Round Mountain
0800210510	1989	50420	544.77	8,087.30	68.09	1,010.91	Coalinga
0800210510	1993	41460	418.24	5,764.00	52.28	720.50	Coalinga
0800355060	1989	41460	1,802.73	30,637.55	225.35	3,829.69	Belgian Anticline

Lease Number	Sales Year	Favor	Sales Quantity	Sales Value	Royalty Quantity	Royalty Value	Field
0800361380	1989	50420	13,041.13	222,247.32	1,630.14	27,780.93	Belgian Anticline
0800361380	1993	41463	14,419.71	215,813.54	1,581.87	23,761.13	Belgian Anticline
0800374940	1989	50420	3,709.11	45,466.85	463.65	5,683.36	Kern River
0800374940	1993	41463	12,012.74	123,550.28	359.03	3,724.72	Kern River
0800379360	1989	41460	6,134.77	103,805.17	766.85	12,975.65	Belgian Anticline
0800379360	1993	41460	578.13	8,776.01	16.77	254.50	Belgian Anticline
0800383160	1989	50420	6,035.98	71,610.38	754.49	8,951.30	San Arco
0800383160	1993	41463	5,019.02	50,868.82	627.37	6,358.60	San Arco
0800389130	1989	50420	3,548.46	44,167.74	443.56	5,520.97	Poso Creek
0800457750	1989	50420	8,471.17	100,357.53	1,058.90	12,544.68	Poso Creek
0880002340	1989	41460	2,072.70	35,531.37	690.94	60.89	OCS
0880002340	1993	41463	1,732.73	26,341.19	577.60	43.91	OCS
0880002410	1989	41460	739,384.74	11,247,124.39	246,461.54	1,856,468.10	OCS
0880002410	1993	41460	712,061.34	9,278,897.78	253,066.78	1,507,260.55	OCS
0880003150	1993	41463	3,921,304.10	30,969,499.50	1,307,101.60	3,847,947.11	OCS
0880003460	1989	41460	1,695.81	29,889.27	565.32	49.84	OCS
0880003460	1993	41463	1,417.62	21,551.75	472.56	35.91	OCS
1810042950	1989	50420	5,401.23	96,581.23	675.15	12,072.66	Cal Canal
1810042950	1993	41463	3,176.69	52,889.29	397.06	6,611.18	Cal Canal
2710035350	1993	50430	789.05	8,198.39	67.07	696.86	Silverthread
Total Sales and Royalty for 1989			1,528,745.66	21,763,149.13	341,116.07	3,096,632.05	
Total Sales and Royalty for 1993			5,043,261.92	45,158,882.24	1,608,946.22	5,923,235.48	
Grand Total			6,572,007.58	66,922,031.37	1,950,062.29	9,019,867.53	

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Schedule of Sales and Royalties for Crude Oil Reported by Texaco
For 1989 and 1993

By Field

Lease Numbe	Sales Year	Favor	Sales Quantity	Sales Value	Royalty Quantity	Royalty Value
Belgian Anticline						
080019414A	1989	50420	66,818.12	1,126,827.54	8,352.29	140,853.45
080019414A	1993	41463	49,056.91	717,016.59	4,608.36	67,433.44
0800355060	1989	41460	1,802.73	30,637.55	225.35	3,829.69
0800361380	1989	50420	13,041.13	222,247.32	1,630.14	27,780.93
0800361380	1993	41463	14,419.71	215,813.54	1,581.87	23,761.13
0800379360	1989	41460	6,134.77	103,805.17	766.85	12,975.65
0800379360	1993	41460	578.13	8,776.01	16.77	254.50
			151,851.50	2,425,123.72	17,181.63	276,888.79
Cal Canal						
1810042950	1989	50420	5,401.23	96,591.23	675.15	12,072.66
1810042950	1993	41463	3,176.69	52,889.29	397.06	6,611.18
			8,577.92	149,470.52	1,072.21	18,683.84
Coalinga						
0800210510	1989	50420	544.77	8,087.30	68.09	1,010.91
0800210510	1993	41460	418.24	5,764.00	52.28	720.50
			963.01	13,851.30	120.37	1,731.41
Kern River						
0800374940	1989	50420	3,709.11	45,466.85	463.65	5,683.36
0800374940	1993	41463	12,012.74	123,550.28	359.03	3,724.72
			15,721.85	169,017.13	822.68	9,408.08
Kettleman North Dome						
080019327C	1989	50420	1,383.95	23,746.30	69.21	1,187.33
080019327D	1989	50420	1,383.95	23,746.30	173.00	2,968.33
080019438A	1989	50420	2,767.92	47,492.79	138.40	2,374.65
080019438E	1989	50420	8,649.72	148,414.71	1,081.20	18,551.82
080019445A	1989	50420	1,081.21	18,551.83	54.07	927.61
080019696A	1989	50420	2,421.04	41,555.98	121.11	2,077.82
080019696F	1989	50420	1,794.83	30,795.97	224.38	3,849.49
080019696G	1989	50420	345.97	5,936.51	43.25	742.06
			19,829.49	340,240.39	1,904.62	32,679.12
Midway Sunset						
072034993A	1989	50420	11,451.44	151,597.39	1,431.43	18,949.68
0800193470	1989	50420	1,775.43	25,720.22	221.93	3,340.03
0800193490	1989	50420	501,133.27	6,291,076.57	62,641.66	786,384.57
0800193490	1993	41463	319,677.80	3,662,065.21	39,959.67	457,758.11
0800193690	1989	41460	3,800.45	50,264.90	475.07	6,283.13
0800193690	1993	41463	1,255.08	14,002.51	26.36	295.31
			839,093.97	10,195,786.90	104,756.12	1,273,010.88
Mt Poso						
080019301C	1989	41460	59,694.88	909,762.53	3,711.66	113,721.69

Lease Numbe	Sales Year	Payor	Sales Quantity	Sales Value	Royalty Quantity	Royalty Value
OCS						
0880002340	1989	41460	2,072.70	36,531.37	690.94	60.89
0880002340	1993	41463	1,732.73	26,341.19	577.60	43.91
0880002410	1989	41460	739,384.74	11,247,134.36	246,461.54	1,856,468.10
0880002410	1993	41460	712,061.34	9,278,897.78	253,066.78	1,507,260.55
0880003150	1993	41463	3,921,304.10	30,969,499.50	1,307,101.66	3,847,947.11
0880003460	1989	41460	1,695.81	29,889.27	565.32	49.84
0880003460	1993	41463	1,417.62	21,551.75	472.56	35.91
			5,379,669.04	51,609,845.22	1,808,936.40	7,211,866.31
Poso Creek						
0800389130	1989	50420	3,548.46	44,167.74	443.56	5,520.97
0800457750	1989	50420	8,471.17	100,357.53	1,058.90	12,544.68
			12,019.63	144,525.27	1,502.46	18,065.65
Round Mountain						
080019840A	1989	50420	11,838.49	157,675.52	591.92	7,983.76
080019840B	1989	50420	6,043.20	79,536.00	755.41	9,942.02
0800198450	1989	50420	7,099.91	94,562.91	355.01	4,728.15
0800198460	1989	50420	14,681.27	195,537.43	734.06	9,776.89
0800198470	1989	50420	7,577.87	100,928.58	378.88	5,046.44
0800198480	1989	50420	15,159.24	201,903.08	757.95	10,095.15
			62,399.98	830,143.52	3,573.23	47,472.41
San Ardo						
0800383160	1989	50420	6,035.98	71,610.38	794.49	8,951.30
0800383160	1993	41463	5,019.02	50,868.82	627.32	6,358.60
			11,055.00	122,479.20	1,381.81	15,309.90
Silverthread						
0060007600	1993	50430	342.26	3,587.28	31.53	333.62
2710035360	1993	50430	789.05	8,198.39	67.07	696.86
			1,131.31	11,785.67	98.60	1,030.48
			5,872,007.58	66,922,031.37	1,950,082.29	9,019,367.53

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United States Department of the Interior

MINERALS MANAGEMENT SERVICE
Royalty Management Program - HCD
4141 N. Sam Houston Parkway E., Suite 202
Houston, Texas 77032-3843

IN REPLY REFER TO:

RB 5-20007.000

July 18, 1996

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Texaco, Inc.
Attention: Ms. Wendy Daboval, Attorney
P.O. Box 60252
New Orleans, Louisiana 70160-0252

Gentlemen:

The Minerals Management Service (MMS) of the United States Department of the Interior is conducting a review of the valuation of crude oil for royalty purposes by various companies in California. The Houston Compliance Division of MMS will conduct an audit of Texaco, Inc. and its operating affiliates, subsidiaries and partners, specifically, the production, trading and/or marketing, transportation and refining entities. It will examine practices and procedures used to value crude oil produced from Federal onshore and offshore properties in California. The objective is to determine whether Texaco (1) paid crude oil royalties based on less than a reasonable value, or (2) purchased, sold or exchanged crude oil from Federal leases at premiums in excess of posted prices. The audit will cover crude oil and related transactions for January 1, 1980, through the most current month (Audit Period).

The MMS requests Texaco to keep all records related to its California operations for the audit period. We also request access to all documents and information in Texaco's possession related to the production and disposition of crude oil for the audit period. An initial request for information is set forth in the Enclosure. Additional records and information necessary to complete the audit will be requested as needed.

We plan to initiate this audit no later than 30 days from your receipt of this letter. At this meeting, please provide an overview and walk-through of all processes and procedures related to producing, marketing, refining and transporting crude oil, including recordation to books of original entry. This overview should include a representative set of transactions (one month) and copies of all related documents (e.g., production reports, sales invoices, sales contracts, purchase contracts, exchange/balancing and/or buy/sell agreements, etc.) should be provided.

The Trade Secrets Act, 18 U.S.C. Section 1905, and the Outer Continental Shelf Lands Act, 43 U.S.C. 1352(c) contain provisions to protect the confidentiality of information provided to the Federal Government. Department of the Interior regulations implementing the requirements of the Freedom of Information Act are at 43 CFR § 2.11. The audits are conducted in accordance with the professional standards of the American Institute of Certified Public Accountants and the Comptroller General of the United States. These standards require auditors to use due professional care in conducting the audits. This includes the use of good judgment to ensure that all confidential information provided to the Federal Government is protected to the extent provided by law. Such information is subject to the provisions of the Freedom of Information Act.

If you have any questions, please call.

Sincerely,

Erasmo Gonzales

Erasmo Gonzales, Chief
Houston Compliance Division

Enclosure

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Revised:EGonzales:bc:07/17/96
Final:EGonzales:bc:07/17/96 P:\USERS\CAL_PROJ\FINAL\ENGLTR.TEX

Enclosure

CALIFORNIA CRUDE/CONDENSATE AUDIT
Information Needed
For the Audit Period

1. Furnish a list of all Texaco entities operating in California, and the primary business interest (i.e., producer, marketer, refiner, etc.) For each, provide an organizational chart identifying organization components and applicable positions, location of records and contact person.

2. If available, provide a written description or flow chart for accounting for crude oil sales and production for each production, marketing, transportation and refining entity operating in California.

3. Identify all entities from which crude oil produced from Federal leases in California was purchased, sold, exchanged, or otherwise disposed of during the audit period. Include name, volume and value. (This includes any marketing affiliate or purchases of feedstock by a refining affiliate.)

4. Identify all entities (affiliated and non-affiliated) to which crude oil produced in California from Federal leases was sold, exchanged, or otherwise disposed of during the audit period. Include name, volume and value.

5. Furnish a list by type (i.e., trucking, pipeline, etc.) of all Texaco owned or operated crude oil transportation systems in California.

6. Identify all Texaco leases in California from which crude oil was produced during the audit period.

7. List the name and location of each Texaco owned or operated refinery in California, location of records and contact person. Identify the method(s) of delivering crude oil to each Texaco owned or operated refinery in California for the audit period.

United States Department of the Interior

MINERALS MANAGEMENT SERVICE
Royalty Management Program - HCD
4141 N. Sam Houston Parkway E., Suite 202
Houston, Texas 77032-3843

IN REPLY REFER TO

RB 5-20007.000

SEP 5 [illegible]

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Wendy Daboval
Texaco Inc.
P.O. Box 60252
New Orleans, Louisiana 70160-0252

Dear Ms. Daboval:

The Minerals Management Service, Houston Compliance Division, is auditing the records of Texaco Inc.'s affiliates (Texaco) regarding valuation of crude oil produced from onshore and offshore properties in California. Texaco was notified of the audit by engagement letters dated April 7, 1995, and July 18, 1996. The audit covers crude oil and related transactions for January 1, 1980, through the most current month (audit period). The audit was conducted in the offices of Texaco Exploration and Production Inc. (TEPI), Texaco Trading and Transportation Inc. (TTTI) and Texaco Refining and Marketing Inc. (TRMI).

This letter addresses crude oil valuation for the period beginning March 1, 1988. From the audit, we conclude that Texaco has routinely calculated and paid royalty attributable to Federal crude oil production in California on less than the value required under MMS' regulations. Specifically, Texaco undervalued royalty production by paying royalties based on posted prices in accordance with the terms of a purchase contract between affiliates (TEPI and TTTI). This same production was sold by TTTI via arms-length and non-arms-length contracts. For reporting and paying royalties, Texaco should have valued this crude oil under the higher of the gross proceeds or the benchmarks established at 30 CFR 206.102(c).

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Valuation standards for crude oil produced from Federal leases are set forth in 30 CFR 206.102(b)(1)(i) and state in part:

> The value of oil which is sold pursuant to an arm's-length contract shall be the gross proceeds accruing to the lessee * * *.

The regulations further state at 30 CFR 206.102(b)(1)(ii) that:

> * * * Value may not be less than the gross proceeds accruing to the lessee, including the additional consideration.

If crude oil is not sold under an arm's-length contract, 30 CFR 206.102(c) provides that value shall be determined according to the first applicable of a series of specific "benchmarks" listed in a prescribed order. The first benchmark establishes value as:

> The lessee's contemporaneous posted prices or oil sales contract prices used in arm's-length transactions for purchases or sales of significant quantities of like-quality oil in the same field (or, if necessary * * * area); provided, however, that those posted prices or oil sales contract prices are comparable to other contemporaneous posted prices or oil sales contract prices used in arm's-length transactions for purchases or sales of significant quantities of like-quality oil in the same field (or, if necessary * * * area). * * *. If the lessee makes arm's-length purchases or sales at different postings or prices, then the volume-weighted average price for the purchases or sales for the production month will be used;

In addition, the regulations at 30 CFR 206.102(h) state:

> Notwithstanding any other provision of this section, under no circumstances shall the value of production, for royalty purposes, be less than the gross proceeds accruing to the lessee for lease production, less applicable allowances determined pursuant to this subpart.

The MMS audit showed that Texaco produced crude oil from Federal leases both onshore and offshore California. Prior to Texaco's sale or use, the Federal crude oil was commingled with Texaco's production from state and fee leases. Texaco sold at arm's-length a part of this commingled production. Texaco used the remainder internally or exchanged it for other crude which Texaco used internally.

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Because Texaco commingles the crude oil prior to sale, it is virtually impossible to trace a sale directly to production from a federal lease. Thus, the gross proceeds from a certain sale cannot be traced to specific federal production. Therefore, to determine value under the regulations, a weighted average price received from Texaco's arm's-length sales must be determined under the first benchmark. That weighted average price must then be applied to Texaco's federal crude oil production.

The MMS reviewed Texaco's crude oil royalty payments from Federal leases located in California and determined that Texaco, through TEPI, was reporting and paying royalties to MMS based on posted prices. At TTTI's Denver, Colorado, office, MMS reviewed arm's-length purchase and sales contracts for crude oil produced from fields located in California and commingled with Federal production. Many of these contracts required an amount in excess of posted prices, i.e., a premium.

The initial sales contract No. 37P15 with Huntway Refining Company dated June 26, 1991, states:

> PRICE: The average of Chevron U.S.A. Inc., Texaco Trading and Transportation Inc. and Unocal Corporation's posted price for Point Arguello type crude oil, adjusted for actual gravity delivered, plus $3.70 per gross barrel location differential.

Sales Contract No. 17P83 with Chevron dated January 1, 1983, states:

> PRICE: The average of Chevron U.S.A. Inc.'s, Mobil Oil Corporation's, and Union Oil Company of California's posted price for Kern River type crude oil, for gravity delivered, plus $0.67 per gross barrel location differential, plus .25% pipeline loss allowance.

Sales Contract No. 17P78 with San Joaquin Refining Company dated April 13, 1988, states:

> PRICE: 1) For deliveries to West Coast: The arithmetic average of Chevron USA, Inc's, Mobil Oil Corporation's and Union Oil Company of California's posted price for Kern River type crude oil in effect on date of delivery, for gravity delivered, plus forty-five cents ($0.45) per net barrel market adjustment. 2) For deliveries to San Joaquin Refining: The average of Chevron U.S.A. Inc., Mobil Oil Corporation, and Unocal Corporation's posted price for Kern River type crude oil, adjusted for actual gravity delivered, plus forty-five cents ($0.45) per net barrel market adjustment, plus $0.21 per gross barrel

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@ 60(degrees)F location differential, plus one quarter of one percent loss allowance.

Sales Contract No. 37P27 with Exxon dated February 1, 1993, states:

> PRICE/DIFFERENTIALS/G&H THE AVERAGE OF CHEVRON, MOBIL, AND TEXACO'S POSTED PRICE FOR MIDWAY SUNSET CRUDE IN EFFECT DURING THE MONTH OF DELIVERY FOR GRAVITY RECEIVED PLUS 10 CENTS PER BARREL GATHERING AND HANDLING PLUS 99 CENTS PER BARREL TRANSPORTATION PLUS A .35 PERCENT LOSS ALLOWANCE.

Sales Contract No. 47P22 with San Joaquin Refining Company dated November 9, 1993, states:

> PRICE: The average of Chevron U.S.A. Inc., Mobil Oil Corporation, Texaco Trading and Transportation Inc. and Unocal Corporation's posted price for Kern River type crude oil, adjusted for actual gravity delivered, plus $0.15 per net barrel market adjustment, plus $0.21 per gross barrel @ 60(degrees) F location differential, plus one quarter of one percent per net barrel loss allowance.

Despite the fact that most of Texaco's arm's-length sales were at a premium in excess of the posted price, Texaco paid MMS royalties based on only the posted price. We therefore conclude that Texaco's practice and procedure of calculating and paying royalty on posted prices; thus ignoring premiums received has resulted and continues to result in MMS receiving royalty on less than value determined under MMS' regulations. Rather, Texaco should have paid royalties based on the weighted average price Texaco received from its arm's-length sales. Such a valuation method complies with the first benchmark, 30 CFR 206.102(c)(1).

To determine the weighted average premium Texaco received, MMS sought the general ledger and subsidiary ledger(s) from TTTI and was refused access. TTTI offered two monthly internal reports in lieu of the ledgers, "Estimated Sales And Purchases System" and "Crude Oil Movement Sheets," stating all ledger accounting entries were present on these reports. For 1989 and 1993, MMS reviewed invoices prepared by TTTI in accordance with the terms of the aforementioned contracts, as amended. The MMS traced crude oil volume and value, including premium, from the invoices to TTTI's monthly "Crude Oil Movement Sheets." This internal report detailed purchases, sales, exchanges and buy/sell transactions, by volume and value and by general ledger (PAC) account number, from the gathering stations to disposition stations for the audit period.

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The MMS accumulated the total revenue or sales value for arm's-length sales using PAC Number 470102 and divided by the associated barrels to arrive at a price per barrel. An average cost per barrel was determined by dividing crude cost for PAC Number 600390 by the associated barrels. The calculated premium per barrel is the difference between sales price per barrel and cost per barrel. The MMS determined a premium of $.767 per barrel for outside sales for 1989, a premium of $.909 per barrel for outside sales for 1993, and an average premium for both years of $.842 (see Enclosure 1).

Straight exchanges and buy/sell contracts do not qualify as arm's-length sales or purchases. That is, the condition of "opposing economic interest" regarding the contract was not present (see 30 CFR 206.101). Rather, they are trades for the mutual benefit of both parties. They are not sales because the price they set for the reciprocal transaction does not matter as long as any difference properly reflects the relative value of the crude oils being traded. Thus, they are not sales for valuation purposes. Therefore, under MMS' regulations, which state that value is to be based on purchases and sales, exchanges of any kind cannot be included in the weighted average price determined under the benchmarks (see 30 CFR 206.102(c)).

In determining the weighted average premium under the benchmarks, MMS treated California as an area. The regulations define "Area" as a geographic region at least as large as a field in which oil products have similar quality, economic and legal characteristics (see 30 CFR 206.101). Because of Texaco's practice of exchanging (both outright exchanges and buy/sell exchanges) and commingling its production, we conclude that both onshore and offshore California is one field for valuation purposes.

In order to bring royalty payments into compliance with applicable regulations, Texaco is directed to:

1) Pay additional royalties of $912,032.65 for the audit test years of 1989 and 1993 (see Enclosure 2).

2) Recalculate and pay additional royalties on its crude oil production from Federal leases onshore and offshore California for the period March 1, 1988, through the present, excluding 1989 and 1993 covered above, based on the weighted average price Texaco received from its arm's-length sales (such a valuation method complies with the first benchmark, 30 CFR 206.102(c)(1)).

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3) Discontinue its practice of paying royalty on less than gross proceeds, i.e., "posted prices."

4) Begin paying royalties as set forth in this order and MMS' royalty valuation regulations.

Texaco must comply with the directive within 30 days of receipt of this letter.

Total Federal crude oil volumes reported by Texaco as produced in California (both onshore and offshore) were accumulated from MMS' royalty data base beginning March 1, 1988, through May 1996. Royalty volumes for 1988 and 1989 were multiplied by the average outside sales premium of $.767 per barrel derived from the Crude Oil Movement Sheets for 1989. Royalty volumes for 1990, 1991 and 1992 were multiplied by the average outside sales premium of $.842 derived from averaging the outside sales for 1989 and 1993. Royalty volumes for 1993, 1994, 1995, and 1996 were multiplied the average outside sales premium of $.909 per barrel derived from the Crude Oil Movement Sheets for 1993. This results in an estimated total royalty underpayment of $3,278,163.02 (see Enclosure 2).

As an alternative to the above directive, the MMS may consider a payment by Texaco in the amount of $4,487,322.56 ($3,278,163.02 additional royalties plus interest of $1,209,159.54). The estimated additional royalties were calculated from March 1, 1988, through May 31, 1996, and the interest was calculated through October 5, 1996 (see Enclosure 3).

The MMS also sought and was refused access to Texaco's pipeline transportation records. Texaco may be entitled to cost-based transportation allowances or actual arm's-length transportation costs where the value of the oil has been determined at a point off the lease (see 30 CFR 206.104 and 206.105). Texaco may deduct allowable transportation determined in accordance with the cited regulations. However, Texaco must furnish all documentation in support of transportation allowances/costs taken to the Houston Compliance Division.

Payment should be tendered in accordance with the regulations at 30 CFR 218.51 (1995)and accompanied by an appropriately completed green Form MMS-2014. The green Form MMS-2014 must reflect the number 620273 in block 3a "Payor-Assigned Document Number. A copy of your payment and the green Form MMS-2014 should be sent to the address shown below. Appropriate late payment charges pursuant to 30 CFR 218.102 (1995) or 30 CFR 218.150 (1995) will be computed and billed to Texaco upon receipt of payment of the additional royalties due.

All documentation supporting your compliance with this order should be retained until MMS completes its follow-up compliance testing. After the period covered

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by this order, Texaco should continue to value production for royalty purposes in accordance with regulations and guidelines discussed in this order. If MMS determines that the required accounting has not been performed, or the future royalty payments do not comply with this order, the violation may be considered willful.

Section 109 of the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA), promulgated in 30 CFR § 241.51 (1995), authorizes MMS to assess civil penalties for failure or refusal to comply with the requirements of FOGRMA or any statute, regulation, rule, order, or permit. Consequently, your failure to comply with the terms of this order may be considered a violation pursuant to 30 CFR § 241.51 (1995) and could subject you to penalties of up to $5,000 per violation per day for each day such violation continues and up to $10,000 per violation each day if the violation is considered to be willful.

You have the right to appeal in accordance with the provisions of 30 CFR Part 290. Any appeal taken will be to the Director, Minerals Management Service, and the notice of appeal must be filed within 30 days from the date of receipt of this order with:

Erasmo Gonzales, Chief
Houston Compliance Division
Minerals Management Service
Royalty Management Program - HCD
4141 N. Sam Houston Parkway E., Suite 202
Houston, Texas 77032-3843

Any notice of appeal must be accompanied by a written statement of reasons, as you deem adequate, to justify reversal or modification of this directive. Within 90 days from receipt of this letter, the appellant will be permitted to file additional statements of reasons or written briefs. Extensions for filing the statements of reasons will not be permitted unless requested in writing by the appellant within the 30-day period allowed for filing the appeal with justification showing good cause for the time extension, and taken to the Deputy Associate Director at the address shown above.

In accordance with the provisions of 30 CFR 243.2 (1995), compliance with this order will be suspended upon the posting of an MMS-specified surety instrument pending the outcome of the appeal. The surety instrument must be received at MMS by the invoice due date. The surety instrument must be in the amount of $4,909,600, which includes the principal plus interest that will accrue through October 31, 1997 (see Enclosure 4). Upon request by MMS, the amount of the surety instrument will be increased periodically, if necessary, to cover any

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additional interest that may accrue. Enclosed are instructions for posting surety instruments and the MMS address for mailing the surety instrument (Enclosure 5).

Sincerely,

Erasmo Gonzales

Erasmo Gonzales, Chief
Houston Compliance Division

5 Enclosures

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bcc: RB (5-20007.000) (yellow: with original bcc page and attachments)
DAD-C (blue: no bcc page or attachments)
Circulating chron (white: no bcc page or attachments)

Houston Chron File (green: with bcc page and attachments)
Company file (white: with bcc page and attachments)

This copy only as needed (auditor/supervisor should indicate):

SICD (State & Indian Compliance Division) (white: no bcc page: with or without attachments - as directed)

HCD:FLonberger:7/11/96:(713) 987-6824
Draft:cg:08/19/96
Revised:Renamed:R. Ball:09/03/96
Revised:R. Ball:09/04/96
Revised:RBall:bc:09/05/96
Revised:E. Gonzales:9/5/96
Final:EGonzales:bc:09/05/96

P:\users\cal_proj\dmd0337.tex
P:\USERS\CAL_PROJ\FINAL\DMD0337.TEX
P:\USERS\CAL_PROJ\FINAL\OTP0337.TEX
P:\USERS\CAL_PROJ\FINAL\OTP0904.TEX

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Worldwide Refineries-Capacities as of January 1, 1997

Country	No. of refineries	Charge capacity, b/cd: Crude	Vacuum distillation	Coking	Thermal operations	Catalytic cracking	Catalytic reforming	Cat hydro-cracking	Cat hydro-refining	Cat hydro-treating	Production capacity, b/cd: Alkylation	Pol./Dim.	Aromatics	Isomerization	Lubes	Oxygenates	Hydrogen (MMcfd)	Coke (t/d)	Sulfur (t/d)	Asphalt
Abu Dhabi	2	212,800	44,935				29,810	26,130		115,380							53.0			
Albania	3	40,000																		5,300
Algeria	5	455,000	14,500				59,000			20,000				1,300	2,400					950
Angola	1	32,100	1,900				1,900		2,800	10,800										13,100
Argentina	12	664,980	287,874	105,700	45,897	181,875	58,818	26,100		137,275	1,700	500		2,717	1,850	1,000	18.0	4,184		14,250
Australia	10	771,250	132,870			219,900	192,400		40,200	361,350	25,420	14,700		40,100	21,700		24.4		45	9,800
Austria	1	210,000	68,000		16,100	25,800	33,700		38,300	81,500				14,400		1,600				6,570
Bahrain	1	248,900	199,800		18,900	41,400	15,300	48,100		31,000		3,060					29.6		190	1,200
Bangladesh	1	31,200	3,530		10,400		1,650	1,[illegible]80		1,940							1.0			
Barbados	1	4,000																		
Belgium	4	629,750	270,950		61,270	110,900	98,440		243,040	241,290	13,515	1,600		6,750			53.0		493	25,300
Bolivia	3	47,888	2,100				13,134			13,553					449					73
Brazil	14	1,256,060	557,510	48,420	9,160	333,604	3,000			192,704	3,140		7,550		11,330		10.9			9,400
Brunei	1	8,600					5,700													
Bulgaria	3	300,000																		
Cameroon	1	62,000					7,000		10,500	3,500										
Canada	22	1,851,810	822,200	39,100	127,750	388,900	348,900	217,550	31,100	767,350	61,700	12,090	45,420	55,150	23,960		536.4	1,546	643	139,500
Chile	3	192,290	83,720		20,010	45,757	18,497	21,580		18,497	1,100								30	
China	34	1,867,000		315,000		855,000	142,000	140,300		192,000	24,000				43,000			4,585		
Colombia	5	248,850	141,000		52,000	90,000				19,800	2,100	2,100	2,200		1,400		18.0			
CIS	54	11,100,520	3,032,688	243,518	448,434	564,358	1,197,087	50,356	1,530	3,222,329	11,964	2,952	71,899	14,188	167,958	6,375	158.3	8,965	175	228,530
Congo	1	21,000	8,600				2,000	2,000		3,500										
Costa Rica	1	15,000	800		6,500		1,200			2,000								170		
Croatia	3	294,275	81,200	5,930	11,300	32,000	37,400			51,540			17,007	7,500	2,620		5.0			1,080
Cuba	4	301,400	75,700			14,700	20,100			15,850										1,400
Cyprus	1	26,000	2,800				5,100			11,000										12,698
Czech Republic	4	187,139	52,313				24,198	22,000		82,285				2,700	3,770	2,063	103.4			8,000
Denmark	3	189,100	45,300		74,200		32,100		11,200	51,600				1,000					48	
Dominican Republic	2	50,000					9,700			10,200							0.8			
Ecuador	4	148,000	43,500		25,200		2,100													
Egypt	8	546,060	47,000	18,470			33,940		17,000	76,878	9,000		1,564		4,441		8.5	541		4,623
El Salvador	1	20,500	700							38,500										
Eritrea	1	18,000	3,000				2,400			4,500										450
Finland	2	200,000	95,400		35,100	45,200	42,800	16,000	103,800	137,930	4,200	280		11,600		4,100	20.0			12,100
France	14	1,785,580	751,800		147,970	356,050	245,280	15,300	192,435	612,510	16,350		2,201	6,[illegible]500	12,400	2,650	40.0	701	100	41,300
Gabon	1	17,300			7,200		1,400			5,000										
Germany	18	2,108,300	829,286	37,500	288,600	275,750	398,500	177,000	648,000	908,640	16,300	2,450	63,54[illegible]	54,300	17,314	14,930	884.4	3,570	1,172	97,467
Ghana	1	26,800					5,350													
Greece	4	395,500	126,200		45,600	66,400	51,500	28,000	16,300	107,200	2,400	8,850		12,200	3,200	1,750	21.2	240		4,800
Guatemala	2	20,000					3,300			5,000										
Honduras	1	14,000					1,800			5,000										
Hungary	3	232,000	116,500		14,000	24,000	29,800		28,000	59,000	3,300		7,10	2,700	4,200	1,860				10,800
India	12	1,086,371	434,836	36,525	85,300	138,205	28,874			74,193			6,41		13,040		139.0	914	17	51,81[illegible]
Indonesia	7	804,745	263,720	32,580	58,860	18,450	92,970	96,720		11,430	16,200									
Iran	8	1,242,000	458,400		125,800	30,000	124,570	11[illegible],180		140,275					19,500		236.0		340	38,50[illegible]
Iraq	8	347,500	82,650				43,500	30,000	160,000	13,000					10,168		64.0			6,71[illegible]
Ireland	1	65,000					12,000		10,000	13,650										
Israel	2	220,000	118,000		66,000	40,500	26,500			96,000		2,200				750				2,70[illegible]
Italy	17	2,261,818	755,505	45,000	416,219	298,400	286,795	191,000	300,026	707,470	36,900	3,100	29,751	90,115	33,500	5,670	196.7	2,000	595	34,12[illegible]
Ivory Coast	2	64,000	41,000				9,000	13,000	1,000	14,000							23.0			6,00[illegible]
Jamaica	1	35,500	2,000				3,540			19,600										68[illegible]
Japan	40	4,989,020	1,620,657	83,000	18,000	758,450	704,972	122,140	2,114,700	1,594,450	47,654	7,200	198,962	19,830	44,932	12,061	1,337.8	1,742	4,510	53,03[illegible]
Jordan	1	100,000	17,000			4,150	8,640	1,230		14,400							7.9			
Kenya	1	85,500	1,600				9,000			29,700										90[illegible]
Korea, North	2	71,000					7,300			7,400			1,000			1,000				
Korea, South	6	2,211,250	182,400	19,000		108,000	166,070	49,000	11,000	489,290	5,400		87,855		10,455	7,020	431.3	1,200	1,435	15,69[illegible]
Kuwait	3	824,000	328,000	60,000		29,000	48,000	155,000	221,000	370,200							622.0	2,100	1,810	
Lebanon	2	37,500	12,730			7,250	7,442		7,392	3,050										40[illegible]
Liberia	1	15,000	1,000				12,000			3,300										20[illegible]

Worl[illegible]ide Refineries-Capacities as of January 1, [illegible] (continued)

Country	No. of refineries	Charge capacity, b/cd: Crude	Vacuum distillation	Coking	Thermal operations	Catalytic cracking	Catalytic reforming	Cat hydro-cracking	Crit hydro-refining	Cat hydro-treating	Production capacity, b/cd: Alkylation	Pol./Dim.	Aromatics	Isomerization	Lubes	Oxygenates	Hydrogen (MMcf/d)	Coke (t/d)	Sulfur (t/d)	Asphalt
Libya	3	348,400	7,148	...	...	...	14,440	...	...	37,730	...	...	...	...	835	...	...	...	...	3032
Lithuania	1	240,000	80,000	...	31,800	41,063	24,336	...	...	125,033	...	...	...	...	...	1,314	24.6	...	1 78	7558
Macedonia	1	51,100	...	...	...	...	10,780	...	...	20,740	...	...	...	3,490	...	...	...	...	...	...
Madagascar	1	15,000	1,500	...	1,000	...	2,000	...	...	3,000	...	...	...	...	...	...	...	...	...	...
Malaysia	4	330,000	11,400	...	...	...	52,800	...	...	93,000	...	...	...	...	...	...	...	...	...	4000
Martinique	1	18,000	...	...	...	...	3,300	...	...	9,200	...	...	...	...	...	...	...	...	...	...
Mexico	6	1,520,000	780,100	41,300	108,000	343,000	227,800	18,500	...	648,000	4,000	...	17,150	...	19,000	8,979	70.0	...	...	15000
Morocco	2	155,800	28,000	...	...	5,040	28,800	...	...	41,400	...	...	...	...	2,100	...	...	...	...	1800
Myanmar	2	32,000	4,000	5,200	...	...	...	...	...	...	...	...	...	...	500	...	...	120	...	...
Netherlands	6	1,186,500	433,550	36,360	127,300	137,400	138,780	94,850	86,000	536,380	12,650	...	...	13,700	11,500	3,900	82.0	...	6 36	1620
Netherlands Antilles	2	490,000	315,000	...	110,000	49,000	120,000	38,000	14,000	169,500	4,500	1,330	...	6,500	12,000	...	54.0	...	...	20000
New Zealand	1	91,200	42,750	...	...	...	22,500	24,300	...	50,400	...	...	...	...	...	...	44.0	...	80	4810
Nicaragua	1	16,500	2,000	...	...	3,500	...	...	...	15,400	...	...	...	...	...	...	...	...	...	...
Nigeria	4	433,250	124,490	...	...	81,700	70,070	...	...	109,231	9,870	2,274	291	3,610	3,878	...	...	...	...	1460
Norway	3	307,000	...	25,000	48,200	41,000	48,700	...	34,000	135,800	...	11,530	...	8,000	...	...	...	610	24	...
Oman	1	85,000	...	...	...	...	16,000	...	...	20,000	...	...	...	...	...	...	...	...	...	...
Pakistan	3	137,325	13,550	...	...	...	6,500	...	...	21,900	...	...	...	...	3,400	...	...	...	...	400
Panama	1	60,000	6,500	...	23,000	11,000	...	...	...	26,700	...	...	...	...	...	...	...	...	...	...
Paraguay	1	7,500	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Peru	5	182,250	47,400	...	...	23,300	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Philippines	4	320,050	70,900	...	20,300	26,000	113,200	...	79,700	88,500	...	...	...	...	3,700	...	...	...	40	1950
Poland	7	352,000	144,500	...	...	46,000	118,000	...	...	110,650	3,000	...	4,070	...	4,800	1,600	...	...	24	17000
Portugal	2	304,172	78,237	...	23,400	31,500	140,162	9,180	...	121,347	5,400	...	17,276	...	...	...	...	...	...	...
Puerto Rico	2	134,000	79,000	...	...	14,200	38,000	15,600	10,000	34,000	...	3,030	...	...	9,200	...	22.5	10	17	...
Qatar	1	57,500	...	...	...	...	11,500	...	...	39,350	...	...	...	5,300	...	...	...	...	...	...
Romania	10	558,770	204,079	67,178	36,854	108,192	175,629	1,534	3,000	243,561	2,300	...	14,104	995	10,366	1,310	19.5	2,552	17	12,71
Saudi Arabia	4	1,655,700	447,750	...	78,100	103,600	113,360	87,820	49,000	504,060	23,500	...	12,100	33,000	...	2,200	189.7	...	...	...
Senegal	1	17,000	8,000	...	...	...	2,000	...	...	2,000	...	...	...	...	...	...	...	...	...	...
Serbia	2	187,264	75,932	23,104	...	21,000	211,610	...	4,600	41,750	2,100	...	2,104	...	1,500	...	0.5	...	30	4,00
Sierra Leone	1	10,000	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Singapore	4	1,157,000	285,150	...	191,400	50,600	117,900	89,300	124,600	405,900	7,200	4,100	18,100	...	18,800	1,400	131.5	...	1 22	25,00
Slovakia	1	115,000	53,030	...	...	...	22,270	16,970	...	75,250	...	5,200	3,164	5,790	3,200	...	41.1	...	14	9,70
Slovenia	1	12,000	...	...	...	...	...	...	...	...	...	...	...	...	...	...	4.3	...	...	...
Somalia	1	10,000	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
South Africa	4	414,150	189,250	...	47,000	81,000	112,700	23,500	91,000	192,600	8,200	1,620	...	10,950	5,700	...	32.0	...	1 10	10,00
Spain	10	1,295,650	423,750	29,100	144,800	171,100	114,450	15,000	91,300	403,000	12,795	...	24,420	18,100	11,700	9,067	53.0	1,250	...	65,00
Sri Lanka	1	47,500	2,230	...	11,250	...	3,375	...	1,890	6,570	...	...	...	...	...	...	...	...	...	...
Sudan	1	21,700	...	...	...	...	1,900	...	...	8,100	...	...	...	...	...	...	...	...	...	...
Sweden	5	427,000	134,630	...	62,800	211,700	188,900	48,600	71,500	190,000	...	3,410	...	28,400	2,500	...	47.6	...	3 2	28,00
Switzerland	2	132,000	24,000	...	20,000	...	116,000	6,300	27,000	71,700	...	...	...	10,000	...	...	...	...	...	5,00
Syria	2	245,800	51,635	20,150	25,000	...	139,581	25,000	16,000	42,539	...	...	...	8,025	...	...	...	580	13	3,61
Taiwan	2	770,000	129,000	16,000	...	50,000	140,000	...	160,000	330,700	...	3,416	60,000	26,000	5,000	1,500	358.0	600	3,410	30,00
Tanzania	1	15,865	2,410	...	...	...	8,721	...	...	4,500	...	...	...	...	...	...	...	...	...	...
Thailand	4	556,250	150,215	...	17,400	71,500	187,850	19,900	7,250	280,480	...	...	...	2,100	...	...	37.0	...	1 14	6,00
Trinidad	2	245,000	125,000	...	10,000	25,000	31,000	...	4,000	63,000	1,200	...	...	...	1,800	...	...	...	...	...
Tunisia	1	34,000	...	...	...	...	3,300	...	...	...	...	...	...	...	...	...	...	...	...	...
Turkey	5	683,095	198,810	...	24,340	317,740	184,757	54,000	36,050	231,691	...	...	...	5,030	5,870	...	130.4	180	3 13	23,25
United Kingdom	15	1,940,990	845,100	70,000	94,700	484,550	333,700	55,500	281,100	898,870	100,700	16,919	16,000	124,100	35,750	5,700	2,149	2,500	31 16	62,30
United States	163	15,432,595	6,907,915	1,848,180	84,874	5,180,131	3,648,583	1,350,490	1,704,330	8,525,305	1,075,428	82,028	345,730	379,781	226,860	125,418	3,182.1	80,443	12,510	676,00
Uruguay	1	40,000	20,000	...	7,000	9,000	3,000	...	...	8,000	...	...	...	...	...	...	...	...	...	10,00
Venezuela	6	1,177,000	548,370	52,100	82,000	234,900	417,200	...	...	284,600	84,700	...	3,500	19,300	8,100	...	111.8	...	...	39,00
Virgin Islands	1	545,000	215,000	...	80,000	110,000	125,000	...	130,000	290,000	14,000	6,000	30,000	15,000	...	8,000	...	...	...	...
Yemen	2	120,000	10,500	...	...	...	8,500	...	...	...	...	...	...	...	...	...	...	...	...	15
Zaire	1	17,000	...	...	...	...	3,500	...	...	5,000	...	...	...	...	...	...	...	...	...	...
Zambia	1	24,500	2,410	...	...	...	5,600	...	...	17,800	...	...	...	...	...	...	...	...	...	...
Total	701	76,066,301	25,335,813	3,373,515	3,725,358	12,761,906	10,971,353	3,576,910	7,308,743	27,172,046	1,656,905	199,909	1,022,900	1,124,802	906,446	229,217	11,612.1	121,343	28,22[illegible]	1,981,89

U.S. Refineries-State Capacities as of January 1, 1997

Country	No. of refineries	Charge capacity, b/cd: Crude	Vacuum distillation	Coking	Thermal operations	Catalytic cracking	Catalytic reforming	Cat hydro-cracking	Cat hydro-refining	Cat hydro-treating	Production capacity, b/cd: Alkylation	Pol./Dim.	Aromatics	Isomerization	Lubes	Oxygenates	Hydrogen (MMcf/d)	Coke (t/d)	Sulfur (t/d)	Asphalt
Alabama	3	114,225	47,550	10,800	....	....	26,480	....	26,800	73,310	....	.		7,500	.	...	13.1	500	131	20,800
Alaska	6	213,000	22,500	27,000	..	....	12,000	9,000	.	12,000			2,500	4,000	...	....	12.8	..	15	....
Arkansas	3	55,200	25,500	..		19,100	12,400		21,000	34,600	5,000		.	5,350	....	..	2.5	...	88	9,200
California	23	1,838,815	1,184,550	466,820	10,000	608,470	428,260	376,970	354,960	1,204,110	112,400	8,500	.	75,160	29,140	12,600	1,014.6	17,369	1,768	55,920
Colorado	2	35,500	29,500		.	27,000	19,000			42,500		3,400					13.5		44	8,500
Delaware	1	140,000	85,500	41,850	..	63,000	45,900	17,100		122,760	8,190	5,040	1,260	.		4,514	40.0	1,800	448	....
Georgia	2	34,000	....	.	...	....	...	...			..			.	1,200		.		...	23,250
Hawaii	2	149,000	70,000	....	13,000	21,000	13,000	18,000		3,100	4,000	1,000	.	1,200		.	17.0	.	20	1,300
Illinois	6	909,550	362,100	106,110	5,000	322,200	336,920	58,000	.	576,120	57,800	..	6,650	23,760	5,000	7,700	89.9	6,653	435	49,940
Indiana	3	435,990	235,200	30,400	....	157,050	92,000	.	89,000	208,900	32,100	...	14,300	26,000	6,100	3,800	33.0	1,550	370	60,000
Kansas	3	283,350	112,310	52,800	....	79,120	60,470	9,400	39,600	182,480	23,500	..	2,700	33,000	....	..	8.0	1,412	81	....
Kentucky	2	224,800	88,240	53,350	4,074	97,000	43,195	....	39,200	172,305	11,640	970	5,620	15,520	8,245	3,104	...	....	....	29,100
Louisiana	19	2,417,290	1,096,385	328,900	22,200	885,900	463,200	185,100	145,530	1,115,190	178,150	20,900	41,100	80,750	63,150	20,740	310.4	15,795	2,552	48,040
Michigan	3	121,200	37,000	....	....	45,500	27,900	....	...	87,100	8,600	900	...	5,100	..	1,100	6.7	..	25	18,000
Minnesota	2	255,000	191,040	56,000	....	108,810	75,790	...	22,310	345,700	17,335	4,988	...	31,051	...	1,500	98.7	3,200	750	38,580
Mississippi	4	206,800	257,050	71,000	....	63,000	71,000	58,000	84,000	148,500	14,800	....	15,100	...	6,100	2,100	218.0	3,447	1,067	7,550
Montana	4	143,850	61,775	19,000	....	53,000	31,500	4,500	34,000	113,300	13,080	400	..	5,370	....	....	81.3	960	....	16,000
Nevada	1	7,000	8,000	....	—	....	....	..	...	....	....	....	..	...	....	....	....	....	....	1,000
New Jersey	8	1,174,000	268,900	22,600	18,000	282,700	118,400	....	105,000	104,480	29,850	4,500	9,000	12,300	11,500	1,200	21.5	1,289	...	99,750
New Mexico	3	97,600	19,000	....	....	32,331	31,800	....	28,500	37,800	11,200	2,000	...	4,030	....	...	...	....	2	6,000
North Dakota	1	58,000	....	....	....	24,700	11,500	....	....	16,800	4,200	1,100	..	4,830	....	...	...	.	15	....
Ohio	4	199,850	182,710	37,800	..	173,550	153,200	75,000	62,000	173,995	26,140	3,970	17,100	22,505	....	....	87.4	1,650	....	11,640
Oklahoma	5	403,000	180,175	30,000	....	109,700	88,050	4,500	25,000	217,300	25,400	2,100	...	32,500	8,300	1,000	61.0	1,310	95	16,850
Oregon	1	....	15,000	..	....	...	..	...	...	....	.	....	..	.	...	.	..		...	8,000
Pennsylvania	6	574,400	221,775	....	...	122,500	128,488	30,000	..	298,720	36,200	1,000	29,200	15,135	6,875	2,600	49.5	....	..	47,000
Tennessee	1	105,000	.	..	..	50,000	16,000	..		61,000	6,000	3,500		4,500		.	.	....	42	.
Texas	28	4,019,600	1,817,400	377,400	20,600	1,588,300	1,133,600	450,620	578,900	2,730,510	341,400	11,600	201,000	152,400	77,550	59,700	916.5	20,012	4,211	57,600
Utah	5	158,500	41,100	7,200	..	43,400	31,400			66,600	13,100			7,200			1.0	281	46	3,700
Virginia	1	56,700	32,300	18,000	....	25,700	10,800			28,900		3,300				760		870	66	..
Washington	7	587,250	269,000	73,050	...	117,500	126,300	50,000	20,300	269,200	26,050	2,160		5,700			81.0	2,550	241	16,600
West Virginia	1	10,500	4,700	....	.	...	3,300	4,300		3,800	.	..	..	.	3,600	.	1.2	.	1	....
Wisconsin	1	36,000	19,500	....	..	10,400	7,600	..	5,500	8,500	1,500		.	1,100	...				15	7,000
Wyoming	4	126,825	61,145	9,000	....	49,200	29,105	..	23,360	65,825	7,788	700	..	1,180	.		5.5	...	2	15,160
Total	163	15,437,596	9,907,905	1,848,880	84,874	5,180,131	3,648,513	1,350,190	1,704,330	8,525,305	1,075,423	82,028	345,790	579,781	226,860	115,418	3,182.1	80,648	12,530	676,600

WORLDWIDE REFINING Company a	Location	Crude	Vacuum distillation	Coking	Thermal operations	Catalytic cracking	Catalytic reforming	Catalytic cracking	Hydrotreating	Catalytic hydrotreating	Alkylation	Pol./Dim.	Aromatics	Isomerization	Lubes	Oxygenates	Hydrogen (MMcfd)		Sulfur (t/d)	Asphalt
		Charge capacity, b/cd									Production capacity, b/cd									
Stanlow		262,000	46,000			[illegible]7,000	[illegible]9,000 [illegible]0,000		[illegible]57,000	[illegible]29,000 [illegible]59,000 [illegible]14,000	[illegible]11,000		[illegible]9,000		4,500					...
Total		1,336,000	555,930	70,000	68,700	31[illegible],650	214,800	21,000	182,600	670,070	49,300	15,159	16,000	73,600	20,450	3,700	2,100.[illegible]	2,510	[illegible]10	49,530
Scotland																				
BP Refinery Grangemouth Ltd.—Grangemouth		194,750	64,630			[illegible]13,900	19,600	31,500	31,500	62,100	4,500						49.[illegible]			
Nynas UK AB—Dundee		10,240	9,630																	6,600
Total		204,990	74,230			13,900	19,600	31,500	31,500	62,100	4,500			...	...	...	49.3	...	...	6,600
Wales																				
BP Refinery Llandarcy Ltd.—Llandarcy, Neath			29,000							15,800					15,300			.	.	6,500
Elf Oil UK Ltd.—Milford Haven		108,000	55,000			13,500	17,800			117,800 27,500 160,000	16,400	21,800		112,500				..		
Gulf Oil—Milford Haven		112,000	40,000			20[illegible]3,500	12,500		33,000	235,600	20[illegible]10,500			10[illegible]5,500 112,000					13	
Pembroke Cracking Co. (65% Texaco, 35% Gulf Oil GB)—Milford Haven						19[illegible],000	...	.		...	233,000			120,500			...	.	63	.
Texaco Ltd.—Pembroke Dyfed		180,000	91,000		226,000		19,000	...	134,000	139,000	.			...	.		...		...	.
Total		400,000	215,000	...	26,000	15[illegible],000	19,300	...	67,000	166,700	49,900	1,800	...	50,500	15,300	...	...	...	76	6,500

UNITED STATES

ALABAMA

Coastal Mobil Refining Co.—Mobile Bay		15,000	13,300		..	.	...	...		...	...			...	...	.	...	...	...	10,000
Hunt Refining Co.—Tuscaloosa		43,225	14,250	10,100		..	16,480	...	29,800 17,000	16,930 15,660 59,720	...	..	...	...	...	...	16.1 17.6	503	111	10,800
Shell Oil Products Co. EL—Saraland		76,000	20,000			.	10,000	...		25,000 16,000	...		.	37,500	..				50	...
Total		134,225	47,550	10,100	...	...	16,480	...	26,800	73,310	...	...	...	7,500	...	...	13.1	503	111	20,800

ALASKA

ARCO Alaska Inc.—Prudhoe Bay		15,000	.	315,000																..
Kuparuk		22,000		342,000																..
Mapco Alaska Petroleum—North Pole		130,000	6,000										12,500							
Petro Star Inc.—North Pole		14,000																		...
Valdez		40,000																		
Tesoro Alaska Petroleum Corp.—Kenai		72,000	16,500				12,000	3,000		12,000				34,300			12.8		5	..
Total		283,000	22,500	27,000		..	12,000	3,000	.	12,000	.		2,100	4,000	...		12.8	.	5	..

ARKANSAS

Berry Petroleum Co.—Stephens		4,700	3,000																	500
Cross Oil & Refining Co. Inc.—Smackover		6,000	3,000							4,500							12.5			1,500
Lion Oil Co.—El Dorado		52,500	19,500			13,100	12,400		21,000	15,200 6,800 8,300	15,000			36,350					.98	6,600
Total		63,200	25,500	...	.	13,100	2,400	...	21,000	34,800	5,000		...	6,350	...	...	2.5	...	.18	9,200

CALIFORNIA

Anchor Refining Co.—McKittrick		10,000	7,000																	2,500
Atlantic Richfield Co.—Carson		255,000	125,000	257,000		19[illegible],000	12,000	43,000		140,000 27,000 217,000 117,000 140,000 90,000	114,000	12,800		13,500		12,200	1105.0	2,400	300	
Chevron USA Products Co.—E. Segundo		258,000	129,000	264,000	.	161,000	210,000	47,000		152,000	121,000			219,000		13,700	168.0	2,447	416	.

WORLDWIDE REFINING Company and refinery location	Charge capacity, b/cd									Production capacity, b/cd									
	Crude oil	Vacuum distillation	Coking	Thermal operations	Catalytic cracking	Catalytic reforming	Catalytic hydrocracking	Catalytic hydrotreating	Catalytic hydrotreating	Alkylation	Pol./Dim.	Aromatics	Isomerization	Lubes	Oxygenates	Hydrogen (M Mcfd)	Coke (b/d)	Sulfur (t/d)	Asphalt
Richmond[4]	125,000	110,000	...	...	65,000	45,000	43,000 26,000	40,000	59,000 68,000 14,000 19,000 150,000 75,000 19,000	20,000	1,800	...	25,000	12,600	2,300 2,500	145.0	...	350	...
Exxon Co. USA—Benicia	126,000	65,000	25,500	...	66,000	33,000	29,000	33,500	126,000 39,000 36,500 12,000 12,000 16,000	13,000	1,800	...	...	...	...	100.0	925	275	...
Huntway Refining Co.—Benicia	8,400	3,500	...		...	...	...	...	...	...		...	...	...	...	...	...	...	4,500
Wilmington	5,500	5,000	...	...	...	...		...	...	...	...	...	...	...	...	...	...	...	3,500
Kern Oil & Refining Co.—Bakersfield	21,400	...	...	...	...	13,000	...	...	13,000 350 18,500	...	...		...	...	...	...	...	5	...
Lunday-Thagard Co.—South Gate	7,000	7,125	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Mobil Oil Corp.—Torrance	130,000	95,000	47,500	...	85,000	42,000	23,500	93,100	122,000 27,200	22,000	...	...	...	...	...	132.0	2,716	...	...
Paramount Petroleum Corp.—Paramount	42,200	25,000	...	...	...	17,500	...	29,100	28,000 18,000	...	...	...	...	...	...	...	...	...	15,000
San Joaquin Refining Co. Inc.—Bakersfield	18,000	14,000	...	10,000	...	...	...	...	...	...				4,000	...	...	...	...	5,000
Santa Maria Refining Co.—Santa Maria	10,000	6,000	...		...	...	...	...	...	...	...	...	...	...	...	...	...	...	4,500
Shell Martinez Refining Co.[4]—Martinez	155,200	103,300	18,500 20,400		67,100	29,000	34,200	...	26,600 44,700 51,900 19,200 12,000 43,000 21,350	10,600	2,100	...	14,400	3,900	...	102.9	1,181	432	15,000
Sunland Refining Corp.—Bakersfield	15,000	...	...			1,350	...	...	...	...		...			...				
Tesoro Inc.—Oxnard	4,500		...			...				...					...				2,500
Texaco Refining & Marketing Inc.—Los Angeles/Wilmington	91,675	63,355	61,830	...	29,070	26,850	26,820	26,460	15,710 31,560 13,230	17,650						15.5 52.9			...
Bakersfield	57,760	30,435	19,080	...	...	15,390	17,100	15,300	12,600 31,200							24.0	1,100	...	...
Tosco Refining Co.—Martinez	156,000	102,000	42,000	...	66,000	18,500 21,500	32,000	65,000	23,000 33,000 14,000	15,000	...		...		2,300	74.0	1,500	...	...
Ultramar Inc.—Wilmington	68,000	39,000	22,000		35,000	14,000	...	41,000	22,000	9,700			17,600				1,100	...	...
Unocal Corp.—Los Angeles/Wilmington	118,750	71,250	46,800	...	42,300	48,600	24,750	31,500	50,850 34,650	9,450		...				76.3	2,000	...	...
San Francisco/Santa Maria	103,645	70,395	42,210	...	...	30,600	30,600		21,700 22,050 7,260	...		...	36,960	4,320	...	65.0	2,000	...	...
Valco Corp.—Oildale	9,785	9,120	...	...	...	...	...	...	...	...	...	...	...	4,320	...	...	...	...	3,420
Total	1,898,815	1,084,550	468,820	10,000	608,470	428,290	376,170	354,960	1,201,110	142,400	8,500	—	76,160	29,140	13,600	1,014.6	17,369	1,768	55,920
COLORADO																			
Conoco Inc.—Commerce City	57,500	20,000	...		19,000	10,000	...	...	10,000 11,000 11,500		2,500	...	...		...	13.5	...	44	8,500
Total Petroleum Inc.—Denver	28,000	9,500	...	...	8,000	9,000	...	...	9,000	...	900	...	...	...	...	...	...	...	...
Total	85,500	29,500	—	—	27,000	19,000	—	—	42,500	—	3,400	—	—	—	—	13.5	—	44	8,500
DELAWARE																			
Star Enterprise—Delaware City	140,000	85,500	41,850		53,000	19,000 26,900	17,100	...	62,100 25,100 27,000 7,560	8,190	5,040	1,250		...	2,192 2,322	40.0	1,800	448	...
Total	140,000	85,500	41,850	...	53,000	45,900	17,100	...	122,760	8,190	5,040	1,250	...	...	4,514	40.0	1,800	448	...

WORLDWIDE Company/Location	Charge capacity, b/cd: Crude	Vacuum distillation	Coking	Thermal operations	Catalytic cracking	Catalytic reforming	Cat hydrocracking	Hydrotreating	Cat hydrotreating	Production capacity, b/cd: Alkylation	Pol./Dim.	Aromatics	Isomerization	Lubes	Oxygenates	Hydrogen (MMcfd)	Wax	Sulfur (tpd)	Asphalt
GEORGIA																			
Citgo Petroleum Corp.—Savannah	28,000																		20,250
Young Refining Corp.—Douglasville	6,000													1,200					3,000
Total	34,000													1,200					23,250
HAWAII																			
BHP Hawaii Inc.—Kapolei	95,000	40,000		[2]13,100		[1]13,000	[1] 8,000									[2]15.0		23	
Chevron USA Products Co.—Barbers Point	54,000	30,000			21,000				[1]3,000	[1]4,000	[1]1,000		[1]1,200			[2]2.0			1,300
Total	149,000	70,000		13,100	21,000	13,000	8,000		3,000	4,000	1,000		1,200			17.0		23	1,300
ILLINOIS																			
Clark Oil & Refining Corp.—Blue Island	66,500	25,700			[1]23,800	[1]29,000	[1]8,500		[1]19,500	[1]5,700									6,700
Hartford	57,000	28,500	[2]13,000		[1]24,700				[1]11,400 [2]3,800 [3]3,800 [4]7,600	[2]7,600			[2]3,800			[1]2.4	680		
Marathon Oil Co.—Robinson	166,300	48,500	[1]24,200	[1]5,000	[1]43,000	[2]31,000 [2]31,500	[1] 1,000		[1]58,700 [2]13,300 [3]60,000	[2]11,500			[2]13,300		[1]1,450 [2]250	[1]25.0	1,090		
Mobil Oil Corp.—Joliet	203,700	98,000	[1]40,800		[1]93,500	[2]31,600			[1]62,300 [2]9,300 [3]70,400	[1]26,300							3,067		
Shell Wood River Refining Co.[1][2]—Wood River[3]	271,000	106,300			[1]85,000	[1]15,000 [2]81,000 [3]81,000	[1]8,500		[1]60,000 [2]70,500 [3]25,500 [4]10,000	[1]20,500		[1]3,500		5,000		[1]51.5		435	40,000
The UNO-VEN Co.—Lemont[1]	145,350	55,100	[2]25,100		[2]52,200	[1]26,820			[1]20,700 [2]23,400 [3]5,760 [4]35,100 [5]5,760	[1]16,200		[1]3,150	[1]6,660			[1]11.0	1,816		3,240
Total	908,550	362,100	106,100	5,000	322,200	304,920	18,000		576,820	87,800		6,650	23,760	5,000	1,700	89.9	6,653	635	49,940
INDIANA																			
Amoco Oil Co.—Whiting	410,000	229,000	[1]30,400		[1]149,200	[1]86,500		89,300	[1]85,500 [2]85,500 [3]74,100 [4]23,800	[1]30,400		[1]14,300	[1]23,800	6,100	[1]3,800	[1]33.0	1,550	370	60,000
Countrymark Cooperative, Inc.—Mt. Vernon	22,000	7,200			[1]7,850	[1]6,500			[1]10,000	[1]1,700			[1]2,200						
Laketon Refining Corp.—Laketon[1]	3,990																		
Total	435,990	235,200	30,400		157,050	93,000		89,300	268,900	32,100		14,300	26,000	6,100	3,800	33.0	1,550	370	60,000
KANSAS																			
Farmland Industries Inc.—Coffeyville	110,000	50,000	[1]16,500		[1]28,300	[1]11,000			[1]28,500 [2]7,000 [3]21,000	[1]7,000			[1]6,500				800		
National Cooperative Refinery Association—McPherson	73,600	24,500	[1]20,800		[1]19,900	[1]19,800	[1] 9,400		[1]21,300 [2]9,400 [3]24,000 [4]9,000	[1]5,700			[1]1,600 [2]9,400				612	81	
Texaco Refining & Marketing Inc.—El Dorado[1]	99,750	37,810	[1]15,300		[1]31,320	[1]22,670		39,600	[1]18,450 [2]15,000 [3]25,830	[1]10,800		[1]2,700	[1]3,500			[1]8.0			
Total	283,350	112,310	52,600		79,120	53,470	9,400	39,600	182,480	23,500		2,700	23,000			8.0	1,412	81	
KENTUCKY																			
Ashland Petroleum Co.—Catlettsburg[1]	219,300	89,240	[1]53,310	[1]4,074	[1]53,200 [2]38,300	[1]42,195		35,800	[1]44,135 [2]5,820 [3]5,820 [4]77,600	[1]11,640	[1]970	15,820	[1]3,880 [2]11,640	8,245	[1]3,104				29,100

WORLDWIDE REFINING Company and refinery location	Charge capacity, b/cd: Crude	Vacuum distillation	Coking	Thermal operations	Catalytic cracking	Catalytic reforming	Cat hydro-cracking	Cat hydro-refining	Cat hydro-treating	Production capacity, b/cd: Alkylation	Pol./Dim.	Aromatics	Isomerization	Lubes	Oxygenates	Hydrogen (MMcfd)	Coke (t/d)	Sulfur (t/d)	Asphalt
Somerset Refinery Inc.—Somerset	5,500	...	...	...	...	[1]1,000	...	[4]400	[2]9,700 [3]28,130 [1]1,300	...	...	...	...	...	...	...	...	...	...
Total	[1]24,800	89,240	53,350	4,874	87,000	43,190	...	39,200	172,505	11,640	970	5,820	15,520	8,145	3,104	...	...	...	29,100
LOUISIANA																			
American International Refining, Inc.[AA]—Lake Charles	27,800	10,000	...	...	...	[1]4,500	...	...	[1]9,000	...	...	...	...	7,350	...	[1]6.1	...	...	540
Atlas Processing Co. Div. of Petrozoil—Shreveport	46,200	23,065	...	...	...	...	...	...	[1]3,060 [1]6,030	...	...	...	...	...	...	...	...	...	...
Bass Petroleum, Inc.[AA]—Cross Springs	67,100	20,800	...	...	[1]30,700	[1]11,800	...	...	[1]14,900	...	[1]7,400	...	[1]4,330	...	[1]2,100	...	...	...	...
BF Oil Co.—Belle Chasse	[1]142,250	85,300	[2]22,500	...	[1]92,700	[1]37,800	...	[1]27,500	[1]43,200 [1]23,400	[1]34,200	...	[1]27,000	...	...	...	[1]10.4	800	...	...
Citgo Petroleum Corp.—Lake Charles	14,000	...	...	...	...	...	...	...	[1]3,500	...	...	...	...	...	...	...	...	...	...
Calumet Lubricants Co.—Cotton Valley	8,740	...	...	...	...	...	...	...	...	...	...	...	...	5,300	...	[1]4.5	...	3	1,500
Princeton	8,000	7,150	...	...	...	...	...	...	...	...	...	...	...	...	...	[1]4.5	...	...	...
Canal Refining Co.—Church Point	9,000	...	...	...	...	[1]21,300	...	...	...	...	...	...	...	...	...	...	...	...	...
Cit-Con Oil Corp.[BB]—Lake Charles	...	38,000	...	...	...	...	...	...	...	...	...	...	...	9,500	...	...	...	...	...
Citgo Petroleum Corp.—Lake Charles	304,000	76,950	[2]84,600	...	[1]117,000	146,800 [1]45,000	[1]36,000	[1]35,100	[1]73,800 [1]5,400	[1]20,700	[1]13,500	[1]4,500	[1]25,200	9,500	[1]2,520 [1]3,420	[1]13,500	3,800	700	[1]13,500
Conoco Inc.—Westlake	226,000	150,600	[1]65,000	[1]11,400	150,000	343,600	[1]26,600	...	[1]12,600 [1]43,500 [1]31,800	[1]10,400	[1]2,100	...	...	15,000	[1]1,500	[1]138.0	3,400	363	...
Exxon Co.—Baton Rouge	432,000	193,500	[1]99,000	...	[1]204,000	[1]68,000	[1]22,500	...	[1]45,000 [1]42,300 [1]12,000 [1]102,000 [1]11,000 [1]7,400	[1]35,000	[1]7,800	...	...	16,200	[1]7,000	[1]10.9 [1]7.5	4,595	610	6,000
Marathon Oil Co.—Garyville[FF]	225,000	120,000	...	...	[1]90,000	[1]42,500	...	...	[1]61,100 [1]4,500 [1]14,000 [1]11,000 [1]14,000 [1]61,000	[1]26,000	...	...	[1]22,300 [1]18,300	...	...	...	...	...	40,000
Mobil Oil Corp.—Chalmette	176,400	97,000	[1]33,300	...	[1]62,000	128,000 [1]17,500	[1]20,000	[1]42,500	[1]31,000	[1]12,000	...	[1]9,500	...	...	...	...	2,200	...	...
Murphy Oil USA Inc.—Meraux[FF]	95,000	47,500	...	...	138,000	[1]17,000	...	[1]26,000 [1]14,000	[1]21,000	[1]8,000	...	...	...	...	...	...	...	120	...
Placid Refining Co.—Port Allen[FF]	48,300	20,000	...	...	[1]19,000	[1]9,700	...	...	[1]12,000	[1]3,800	...	...	...	...	...	...	...	28	...
Shell Chemical Co.—Saint Rose	40,000	24,000	...	...	...	...	...	...	...	...	...	...	...	...	[1]6,800	[1]66.0	1,000	...	...
Shell Norco Refining Co.[HH]—Norco	218,000	76,000	[1]24,500	...	108,000	114,700 [1]39,000	[1]35,000	...	[1]31,000 [1]57,000	[1]15,000	...	...	...	...	[1]2,250 [1]3,150	[1]62.5	...	728	...
Star Enterprise—Convent	230,000	104,500	...	[1]10,800	176,500	136,000	[1]45,000	...	[1]37,800 [1]61,000 [1]28,800 [1]23,400	[1]13,050	[1]3,600	...	[1]11,250	...					
Total	[1]1,417,290	1,094,385	328,900	22,200	885,900	463,200	165,100	145,500	1,115,590	178,150	20,906	41,100	80,750	61,150	28,740	310.4	15,795	2,552	48,040
MICHIGAN																			
Lakeside Refining Co.—Kalamazoo	5,600	...	...	...	...	[1]300	...	...	[1]6,500	[1]4,300	...	...	...	...	[1]1,100	...	...	...	18,000
Marathon Oil Co.—Detroit	70,000	37,000	...	...	[1]27,000	[1]15,000	...	...	[1]9,500 [1]3,500 [1]2,000 5,100 [1]4,000 [1]3,600 [1]3,500	[1]4,600	[1]900	...	[1]5,100	...	...	[1]6.7	...	25	...
Total Petroleum Inc.—Alma	45,600	...	...	...	[1]18,500	[1]12,000	...	...											
Total	121,200	37,000	...	...	45,500	27,300	...	...	37,700	8,600	900	...	5,100	...	1,100	6.7	...	25	18,000

WORLDWIDE Company and location	Charge capacity, b/cd: Crude	Vacuum distillation	Coking	Thermal operations	Catalytic cracking	Catalytic reforming	Cat hydro. cracking	Hydro-refining	Cat hydro-treating	Production capacity, b/cd: Alkylation	Pol/Oligo.	Aromatics	Isomerization	Lubes	Oxygenates	Hydrogen (MMcf/d)	Coke (t/d)	Sulfur (t/d)	Asphalt
MINNESOTA																			
Ashland Petroleum Co.—St. Paul	69,000	31,040	..		[1]22,310	[1]12,795	..	[2]22,310	123,765 [1]26,384 [3]8,051	[1]5,335	[1]398	....	[3]8,051	....	....	[1]8.3	....	..	10,580
Koch Refining Co. L.P.—Rosemount	286,000	160,000	[1]66,300		[1]83,500	[1]15,000 [2]18,000		.	153,000 [1]34,000 [1]103,500 [2]92,000 [3]5,000	[1]12,000	[1]1,000 [2]3,600	...	[1]23,000		[1]1,500	[1]80.0 [2]10.0	3,000	750	25,000
Total	355,000	191,040	66,300	...	105,810	15,795	..	22,310	345,700	17,335	4,998	...	31,051	....	1,500	98.1	3,000	750	36,580
MISSISSIPPI																			
Chevron USA Products Co.—Pascagoula	295,000	231,000	[1]71,000	.	[1]63,000	[1]71,000	53,000	[1]84,000	145,300 [1]60,000 [1]35,000 [2]6,500	[1]14,800		[1]15,000	..		2,100	[1]205.0	3,447	1057	...
Ergon Refining Inc.—Vicksburg	25,000	20,000			..					.			.	6,500		[1]5.5 [2]5.5	....	..	...
Southland Oil Co.—Lumberton	5,800			.	..					..	..		.	..		..	....	....	3,150
Sandersville	11,000	6,090	.	...	..		....			..	..		.	....		..	....	....	4,500
Total	336,800	257,090	71,000	....	63,000	71,000	53,000	84,000	146,500	14,800	..	15,000	...	6,500	2,100	216.6	3,447	1,057	7,650
MONTANA																			
Cenex—Laurel[a]	41,450	12,000	....	....	[1]11,500	[1]12,000	....	[1]18,000	[1]18,000 [1]15,000	[1]3,780	...	...	[1]1,250	....	...	[1]12.0 [2]12.0	....	....	10,000
Conoco Inc.—Billings	49,400	25,175	[1]11,700	....	[1]17,100	[1]9,000	....	[1]18,000	[1]10,800 [1]14,400 [1]8,100	[1]5,400	...	...	13,420	....	...	[1]20.0 [2]11.4	585	....	....
Exxon Co.—Billings	46,000	21,000	17,000	....	[1]20,000	[1]9,500	[1]14,500	...	[1]15,000 [1]9,700 [1]9,700 [2]15,600	[1]3,200	...	.	..	....		[1]20.5 [2]3.4	375	....	6,000
Montana Refining Co.—Great Falls	7,000	3,800	....	....	[1]2,400	[1]1,000	....	....	[1]1,000 [1]2,000 [1]3,000 [2]1,000	[1]700	[1]400	...	[1]700	....	....	[1]2.0	....	....	....
Total	143,850	61,775	19,100	...	51,000	31,500	4,500	34,000	113,300	13,080	400	...	5,370	....	....	81.2	961	....	16,000
NEVADA																			
Petro Source Refining Partners—Eagle Springs	7,000	6,000			..		....			..				....				....	1,000
Total	7,000	6,000	...	....	...	....	....	...	...	..	...	....	...	....	...	...	...	....	1,000
NEW JERSEY																			
Amerada-Hess Corp.—Port Reading	....	..			[1]51,000	..				[1]4,050	[1]4,500			.	[1]1,200		..	....	...
Chevron USA Products Co.—Perth Amboy	80,000	43,700	.		.	.				..		.	.	....		..	..	....	33,250
Citgo Asphalt Refining Co.—Paulsboro	80,000	35,000			..	....				..		..	..	....	.	..	.	....	30,500
Coastal Eagle Point Oil Co.—Westville	125,000	45,000		[2]10,000	[1]50,000	[1]17,000		.	125,000 [1]14,000 [1]17,000 [1]4,800	[1]3,500	..	[1]6,000 [2]2,000	[1]9,300	....		....		....	...
Mobil Oil Corp.—Paulsboro	149,000	83,200	[1]22,500	..	[1]43,700	[1]23,000 [2]40,400	.		[1]680	[1]10,300	..		.	11,500		[1]10.5	1,283	....	...
Tosco Refining Co.[a]—Linden[c]	240,000	52,000		.	[1]135,000	[1]18,000	.	145,000 [1]60,000	129,000 [1]14,000	[1]12,000	..		[1]3,000		.	[1]11.0	..	..	36,000
Total	674,000	258,900	22,100	10,000	281,700	118,400	....	105,000	104,480	29,850	4,500	8,100	12,300	11,500	1,200	21.5	1,283	...	99,750
NEW MEXICO																			
Giant Refining Co.—Bloomfield	16,800	...	...	...	[1]5,331	[1]4,000	....	....	[1]4,000 [1]3,000	..	[1]2,010	....	..		.	...	..	2	...
Gallup	20,800	...	...	....	[1]6,500	[1]8,800	....	....	[1]8,800	[1]1,800	...	....	[1]4,000	..	.	...	..	..	...

WORLDWIDE REFINING Company and refinery location	Charge capacity, b/cd: Crude	Vacuum distillation	Coking	Thermal operations	Catalytic cracking	Catalytic reforming	Cat hydro cracking	Cat hydro refining	Cat hydro treating	Production capacity, b/cd: Alkylation	Pol./Dim.	Aromatics	Isomerization	Lubes	Oxygenates	Hydrogen (MMcfd)	Coke (t/d)	Sulfur (t/d)	Asphalt
Navajo Refining Co.—Artesia	60,000	19,000	...	...	[1]18,500	16,000 [2]15,000	...	[3]26,500	14,000 [4]20,000	[5]9,400	...	...	...	...	...	...	...	...	6,000
Total	87,800	19,000	...	...	32,331	31,800	...	28,500	37,800	11,200	2,000	...	4,030	...	...	...	...	2	6,000
NORTH DAKOTA																			
Amoco Oil Co.—Mandan	58,000	...	...	...	[1]24,700	[2]11,500	...	...	[3]12,000 [4]4,800	[5]4,200	[6]1,100	...	[7]4,030	...	...	...	...	15	...
Total	58,000	...	...	...	24,700	11,500	...	...	16,800	4,200	1,100	...	4,030	...	...	...	...	15	...
OHIO																			
Ashland Petroleum Co.—Canton	65,000	32,010	...	...	[1]24,250	[2]19,400	...	[3]22,110	[4]19,400 [5]9,250 [6]6,305	[7]8,790	[8]970	...	[9]6,035	...	...	...	...	...	11,640
BP Oil Co.—Lima[a]	161,500	49,400	[1]18,900	...	[2]33,300	[3]50,400	[4]21,800	...	[5]54,300	...	...	[6]4,950 [7]3,150	[8]16,200	...	...	[9]10.4	800	...	...
Toledo[a]	147,250	51,300	[1]18,900	...	[2]54,000	[3]37,800	[4]25,200	[5]40,500	[6]38,900	[7]10,350	...	...	...	...	...	[8]25.0	850	...	...
Sun Refining & Marketing Co.—Toledo	125,000	30,000	...	...	[1]62,000	[2]45,600	[3]28,200	...	[4]48,000	[5]9,000	[6]3,000	[7]9,000	...	...	...	[8]52.0	...	...	...
Total	498,650	162,710	37,800	...	173,550	153,200	75,000	62,610	173,895	26,140	3,870	17,100	22,205	...	...	87.4	1,650	...	11,640
OKLAHOMA																			
Conoco Inc.—Ponca City	155,000	45,000	[1]21,500		[2]53,000	[3]36,000	...		[4]36,000 [5]12,000 [6]22,000 [7]30,000	[8]12,300	[9]2,100	...	[10]6,000 [11]8,100		[12]1,000	...	960	35	
Gary-Williams Energy Corp.[DD]—Wynnewood[EE]	45,000	14,000			[1]17,500	[2]11,250	[3]4,500		[4]10,500	[5]4,500			[6]10,100			[7]9.0			4,500
Sinclair Oil Corp.—Tulsa	50,000	25,175			[1]16,200	[2]10,800			[3]10,800 [4]15,500	[5]2,700			[6]35,100					19	2,250
Sun Refining & Marketing Co.—Tulsa[B]	85,000	46,000	[1]8,500			[2]15,000	...		[3]24,000 [4]10,500				[5]13,100	[6]8,000			350	...	4,600
Total Petroleum Inc.—Ardmore	68,000	30,000	...	...	[1]23,000	[2]15,000		[3]25,000	[4]21,000 [5]25,000	[6]6,200			[7]6,100		...	[8]25.0 [9]26.0	...	41	5,500
Total	403,000	160,175	30,000	...	109,700	88,050	4,500	25,000	211,300	25,400	2,100	...	32,400	8,000	1,000	61.0	1,310	95	16,850
OREGON																			
Chevron USA Products Co.—Portland	...	15,000	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	8,000
Total	...	15,000	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	8,000
PENNSYLVANIA																			
Pennzoil Products Co.—Rouseville	15,700	6,175	...	...	...	15,218	...	...	[1]3,850 [2]1,470	...		...	[3]1,135	[4]4,275	...	[5]3.5	...	...	...
Sun Refining & Marketing Co.—Marcus Hook	175,000	31,200	...	...	...	124,000	...	...	[1]51,300	[2]10,000		[3]19,200 [4]2,400	...	...	[5]2,600	[6]6.0	...	...	...
Philadelphia-Girard Point	177,000	74,400	...	...	[1]50,500	131,600	...	...	[2]37,800 [3]21,000	[4]16,700	...	[5]10,700 [6]3,900	[7]7,300	...	...	...	...	...	...
Philadelphia-Point Breeze	130,000	83,000	...	...	140,000	150,000	[1]30,000	...	[2]51,000 [3]49,000	[4]6,000	...	...	...		...	[5]40.0	...	...	35,000
United Refining Co.—Warren	66,700	27,000	...	...	[1]23,000	[2]18,000	...	...	[3]21,000 [4]21,000 [5]11,000 [6]3,500	[7]3,500	[8]1,000	...	[9]6,300		...	...	...	...	12,000
Witco Corp.—Bradford	10,000	...	...	...	...	[1]1,650	...	...		...	...	...		[2]2,600		...	...	...	...
Total	574,400	221,775	...	...	122,500	128,468	30,000	...	291,720	36,200	1,000	29,200	15,135	6,875	2,600	49.5	...		47,000

WORLDWIDE REFINING Company and refinery location	Charge capacity, b/cd Crude	Vacuum distillation	Coking	Thermal operations	Catalytic cracking	Catalytic reforming	Cat hydro-cracking	Cat hydro-refining	Cat hydro-treating	Alkylation	Production capacity b/cd Pol./Dim.	Aromatics	Isomerization	Lubes	Oxygenates	Hydrogen (MMcf/d)	Coke (t/d)	Sulfur (t/d)	Asphalt
TENNESSEE																			
Mapco Petroleum Inc.—Memphis	[1]05,000	...	...	...	[1]50,000	[1]16,000	...	...	[1]21,000 [1]40,000	[1]6,000	[1]3,500	...	[1]4,500	...	...	...	...	42	...
Total	[1]05,000	—	—	—	50,000	18,000	...	...	61,000	6,000	3,500	—	4,500	—	—	—	—	42	—
TEXAS																			
Alt'E Refining & Manufacturing—San Antonio	5,000	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Amoco Oil Co.—Texas City[C]	[1]33,000	228,000	[2]34,200	...	[1]198,700	[2]133,000	[1]57,000 [2]57,000	[2]96,100	[1]112,100 [1]128,200 [2]28,500	[1]20,900 [2]38,000	...	[1]42,800	[2]26,600	...	...	[1]180.0 [2]22.8	2,150	1,260	...
Basis Petroleum, Inc.[A]—Houston[B]	67,800	36,900	...	...	[1]58,500	[1]11,300	...	[1]29,100	[1]13,400	[1]10,400	...	[1]5,700	...	...	1,700	...	...	...	2,200
Texas City[B]	125,400	94,000	...	[2]9,800	[2]48,000	[2]10,000 [2]12,000	[2]68,700	[2]66,100	[2]24,900	[2]5,700	...	...	[2]9,500	...	[2]2,200	[2]57.0	...	...	...
Chevron USA Products Co.—El Paso	90,000	34,000	...	...	28,000	[1]23,000	...	...	[1]23,000 [1]19,500 [1]8,500	[1]8,200	...	...	[1]2,500	...	...	...	...	58	4,800
Citgo Petroleum Corp.—Corpus Christi	130,000	72,000	[2]36,000	...	[1]77,000	[2]52,000	...	...	[1]47,000 [2]62,000 [1]41,000	[2]21,000	...	[2]3,800 [2]8,800	...	...	4,500	...	2,200	...	...
Cork Oil & Refining Corp.—Port Arthur	185,000	83,000	[2]33,000	...	[1]63,000	[1]45,000	...	...	[1]45,000 [1]79,000 [1]60,000	[2]15,500	...	[1]9,800 [2]2,500 [2]2,200	...	...	...	...	1,900	...	...
Coastal Refining & Marketing Inc.—Corpus Christi	95,000	53,000	[2]12,000	[2]11,000	[1]20,000	[1]11,000 [2]20,000	[1]18,500	...	[1]30,000 [2]22,000 [2]25,000	[1]3,200	[1]3,000	[1]17,500 [2]7,000	[1]5,100	...	...	[1]24.0 [2]15.0	310	...	4,000
Crown Central Petroleum Corp.—Pasadena	100,000	40,000	[2]12,500	...	[1]56,000	[1]14,000 [2]22,000	...	[1]10,000	[1]26,000	[2]13,000	...	...	[1]5,000	...	[1]2,000	...	320	20	...
Deer Park Refining Limited Partnership[A]—Deer Park	255,700	131,700	[1]61,300	...	[1]64,900	[1]22,800 [2]43,500	[1]62,500	...	[1]60,000 [1]68,900 [2]42,200 [1]11,500 [2]36,300	[1]16,500	...	...	...	9,500	15,300	[1]61.9 [2]37.3	3,800	...	4,500
Diamond Shamrock Corp.—Three Rivers[1]	80,000	28,000	...	...	[1]20,000	[1]10,000 [2]20,000	[1]25,000	[2]8,000	[1]30,000	[2]8,000	...	...	...	[1]2,200	...	[1]6.0 [2]12.0	...	51	...
McKee	135,000	45,000	...	...	[1]45,000	[1]15,000 [2]25,000	[2]25,000	...	[1]30,000 [2]31,000	[1]6,700	[2]4,600	...	...	...	[1]1,810 [2]2,140	...	...	81	8,000
Exxon Co. USA—Baytown	411,000	198,000	[2]31,000	...	[1]190,000	[2]119,000	[1]124,100	[1]108,000	[1]141,000 [1]11,200 [1]26,000 [2]63,000 [2]42,400	[2]28,000	...	...	...	31,300	[1]7,000	[1]83.0 [2]57.5	200	935	7,000
Fina Oil & Chemical Co.—Big Spring[C]	58,000	24,000	...	...	[1]22,500	[1]16,000			[1]23,500 [2]22,000 [2]5,000	[2]5,000	...	[1]1,000	...	...	[1]1,000	...	...	127	7,600
Port Arthur[1]	178,500	53,000	...	...	[1]61,000	[2]36,000	...	[2]25,000 [2]54,000	[2]42,500	[1]5,500	...	[1]13,000	[2]9,900	...	...	...	...	...	1,800
Howell Hydrocarbons & Chemicals Inc.—Channelview	2,400	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Koch Refining Co. L.P.—Corpus Christi[D]	280,000	103,000	[2]15,000	...	[1]92,000	[1]19,000 [2]16,000 [2]51,000	[1]15,000	...	[1]115,000 [1]54,000 [1]11,000 [1]12,000	[2]20,000	[1]2,000 [2]2,000	[1]36,000 [2]4,500 [2]1,600 [2]14,000	[2]20,000		[1]1,700	...	575	200	...
LaGloria Oil & Gas Co.—Tyler	52,000	15,200	[2]5,400	...	[1]16,500	[1]4,000 [2]12,000	...		[1]19,500 [1]11,600	[1]4,200	...		[1]4,200	...			227	...	...
Lyondell-Citgo Refining Co.—Houston	258,000	172,000	[2]42,000	...	[1]92,000	[1]72,000		...	[1]80,000 [1]52,000 [1]55,000 [1]31,000	[1]20,900	...	[1]13,700	...	[1]3,100	[1]2,500		2,500	440	...
Marathon Oil Co.—Texas City	70,000	30,000	...	...	[1]32,000	[1]10,000	...		...	[1]10,000	...	[1]2,500	...	...	...	...	...	...	...
Mobil Oil Corp.—Beaumont	320,000	145,300	[2]45,500	...	[1]100,000	[2]130,000	[1]50,000	...	[1]105,000 [1]68,000 [1]3,500 [1]2,200	[2]12,200	...	...	[2]14,400	[1]1,900	[1]2,730	[1]54.0	2,630	...	...
Nesta Refinery Petroleum Services—Corpus Christi	30,000	25,000																	15,000
Phillips Petroleum Co.—Borger	[1]20,000		...	...	[2]57,000	27,000	...	[1]53,000	[1]16,800	[2]17,500		[2]2,500	[1]2,000			[1]47.0	...	345	...

WORLDWIDE REFINING Company and refinery location	Charge capacity, b/cd: Crude	Vacuum distillation	Coking	Thermal operations	Catalytic cracking	Catalytic reforming	Cat hydro-cracking	Cat hydro-refining	Cat hydro-treating	Production capacity, b/cd: Alkylation	Pol./Dim.	Aromatics	Isomerization	Lubes	Oxygenates	Hydrogen (MMcf/d)	Coke (t/d)	Sulfur (t/d)	Asphalt
Sweeny	200,000	65,000	...	...	80,500 [1]11,100	[2]34,000	...	169,000	[3]27,300 [4]13,800 [5]50,500 [6]47,000	[7]19,000	...	[8]1,300 [9]7,000	[10]13,500 [11]7,500 [12]9,000	...	[13]2,850	[14]1.0 [15]90.0	...	...	...
Pride Refining Inc.—Abilene	44,000	12,500	...	...	...	[16]5,800	...	...	15,800 [17]11,800	...	...	...	...	...			...	...	2,700
Shell Odessa Refining Co.[HL]—Odessa	28,000	...	...	...	19,800	[18]9,500	...	...	[19]10,500 [20]2,700	[21]3,100		...	...	...	...	...	...	...	...
Star Enterprise—Port Arthur	235,000	106,400	[22]40,500	...	[23]83,000	[24]45,000	117,820	...	[25]38,700 [26]70,380 [27]21,800 [28]17,730 [29]16,200	[30]18,000	...	...	...	17,550	...	...	3,100	694	...
Valero Refining Co.—Corpus Christi[SS]	29,000	22,700	...	...	[31]64,000	[32]33,000	[33]30,000	[34]63,000	[35]23,000 [36]19,400	[37]10,000	...	...	[38]13,000	...	[39]18,500) [40]3,800)	[41]80.0 [42]2.0	...	...	...
Total	4,019,000	1,817,400	377,400	10,600	1,588,300	1,133,800	450,820	578,900	2,730,510	341,400	11,800	201,000	152,400	77,550	59,700	916.5	20,812	4,211	57,500
UTAH																			
Amoco Oil Co.—Salt Lake City	52,000	...	...	...	[1]17,700	[2]10,000	...	...	[3]10,000	[4]4,500	...	...	...	...	...	...	...	[5]4	...
Big West Oil Co.—Salt Lake City[DG]	25,000	5,000	...	...	[6]25,000	[7]5,500	...	...	[8]7,000 [9]7,000	[10]1,500	...	...	[11]2,000 [12]1,700	...	...	...	...	[13]4	...
Chevron USA Products Co.—Salt Lake City	45,000	25,600	[14]7,200	...	[15]13,000	[16]7,000	...	...	[17]7,300 [18]10,200 [19]5,000	[20]4,500	...	...	[21]1,000	...	...	...	281	[22]8	...
Crysen Refining Inc.—Woods Cross[DG]	12,500	6,000	...	...	...	[23]2,100	...	...	[24]3,000 [25]4,000	...	...	...	...	...		[26]1.0	...	...	2,400
Phillips Petroleum Co.—Woods Cross[C]	25,000	4,500			[27]7,100	[28]6,800			[29]11,500 [30]1,600	[31]2,200	...		[32]2,500				...	10	1,300
Total	159,500	41,100	[33]7,200	...	43,400	31,400	...	...	66,500	13,100	...	...	7,200	...	...	1.0	281	46	3,700
VIRGINIA																			
Amoco Oil Co.—Yorktown	56,700	32,300	[1]10,000		[2]25,700	[3]10,800			[4]11,100 [5]17,800		[6]3,300				[7]760	...	870	66	...
Total	56,700	32,300	10,000	...	25,700	10,800	...	...	28,900	...	3,300	...	...	...	760	...	870	66	...
WASHINGTON																			
Atlantic Richfield Co.—Ferndale	232,000	101,000	[1]51,000		.	[2]57,000	[3]50,000	[4]20,000	[5]47,000 [6]22,000	...	...	...				[7]61.0	2,550	[8]01	...
Chevron USA Products Co.—Seattle	...	5,700		...	...	...	...	...	...	...	...	...	...		...	...	...	...	3,000
Shell Anacortes Refining Co.[HL]—Anacortes[C]	108,000	45,000	.	...	[9]42,000 [10]2,800	[11]24,300	...	...	[12]31,800 [13]28,100 [14]6,500	[15]11,500	...	...	[16]3,400		.	...	...	...	...
Sound Refining Inc.—Tacoma	11,000	5,800	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	3,600
Texaco Refining & Marketing Inc.—Anacortes[1]	135,050	57,000	[2]21,050	...	[3]47,700	[4]24,750	...	...	[5]25,200 [6]14,400 [7]29,700	[8]18,550	[9]2,160	...	...	...	...	...	...	...	...
Texaco Refining Co.—Ferndale	88,000	31,000	...	...	[10]25,000	[11]14,500	...	...	[12]15,000 [13]13,000 [14]24,000	[15]8,000	...	...	...	...	...	...	...	40	...
US Oil & Refining Co.—Tacoma	40,000	23,700	...	...	...	15,750	...	...	17,000 [16]5,500	...	...	...	[17]2,300	...	...	...	...	...	10,000
Total	587,050	269,000	71,050	...	117,500	126,300	50,000	20,000	269,200	26,050	2,160	...	5,700	...	...	61.0	2,550	241	16,600
WEST VIRGINIA																			
Quaker State Oil Refining Corp.—Newell[C]	10,500	4,700	...	...	.	[1]3,300	[2]4,300	...	[3]3,600	...	...	...	...	[4]3,600	...	[5]1.2	...	[6]1	...
Total	10,500	4,700	...	...	...	3,300	4,300	...	3,600	...	...	...	...	3,600	...	1.2	...	1	...
WISCONSIN																			
Murphy Oil USA Inc.—Superior	36,000	19,500	...	...	[1]10,400	[2]7,600	...	5,500	8,500	[3]1,500	...	...	[4]1,900	...	...	...	...	15	7,000
Total	36,000	19,500	...	...	10,400	7,600	...	5,500	8,500	1,500	...	...	1,900	...	...	...	...	15	7,000

WORLDWIDE REFINING Company and refinery location	Charge capacity, bbcd: Crude	Vacuum distillation	Coking	Thermal operations	Catalytic cracking	Catalytic reforming	Cat hydro-cracking	Cat hydro-refining	Cat hydro-treating	Production capacity, bbcd: Alkylation	Pol./Dim.	Aromatics	Isomerization	Lubes	Oxygenates	Hydrogen (MMcfd)	Coke (t/d)	Sulfur (t/d)	Asphalt
WYOMING																			
Frontier Oil & Refining Inc.—Cheyenne	38,950	22,325	[9]9,000	...	[1]10,350	[1]4,750	...	[1]13,950	[1]6,750	[2]3,150	...	...	[1]1,080	...	...	[1]5.5	...	...	9,000
Little America Refining Co.—Casper	22,300	7,800	...	...	[1]13,300	[2]1,700	...	...	[1]5,700 [2]3,500 [3]7,800	...	...	...	...	...	...	...	...	...	1,290
Sinclair Oil Corp.—Sinclair	54,300	29,500	...	...	[1]20,600	[1]11,200	...	[1]10,000	[1]14,200 [2]22,000	14,000	[1]700	...	...	...	...	...	...	...	4,900
Wyoming Refining Co.—Newcastle	11,875	1,525	...	...	[2]4,950	[1]1,475	...	...	[2]2,475 [3]3,600	[2]638	...	...	...	...	...	...	...	2	...
Total	126,825	61,145	9,000	...	49,200	21,125	...	23,950	65,825	7,788	700	...	1,080	...	...	5.5	...	2	15,190
URUGUAY																			
ANCAP—La Teja, Montevideo	40,000	20,000	...	[2]7,100	[2]9,000	[2]1,000	...	...	[1]3,000 [2]5,000	...	...	...	...	...	...	...	...	...	10,000
Total	40,000	20,000	...	7,100	9,000	1,000	...	...	8,000	...	...	...	...	...	...	...	...	...	10,000
VENEZUELA																			
Corpoven SA—El Palito, Puerto Cabello	115,000	63,000	...	...	[1]52,000	[1]1,200	...	...	[1]9,200	[2]20,000	...	[1]3,500	...	...	...	[1]6.8	...	...	...
El Tocorón, Barinas	4,800	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Puerto La Cruz, Anzoategui	195,000	...	...	...	[1]13,000	...	...	...	...	[2]4,100	...	...	...	...	...	...	...	...	...
San Roque, Anzoategui	5,200	1,773	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Lagoven—Judibana, Falcon	571,000	336,000	52,100	...	[1]97,200	...	...	...	[1]63,000 [2]149,000	[1]17,800	...	...	19,800	2,100	...	[1]81.0	...	...	39,800
Maraven—Punta Cardon, Falcon	286,000	147,600	...	[2]82,100	[1]72,700	31,000	...	...	[1]32,300 [2]31,100	[1]22,800	...	...	19,500	6,000	...	[1]24.0	...	...	...
Total	1,177,000	548,373	52,100	82,100	234,900	41,200	...	...	284,800	64,700	...	3,500	19,300	8,100	...	111.8	...	...	39,800
VIRGIN ISLANDS																			
Hess Oil Virgin Islands Corp.—St. Croix	545,000	215,000	...	[2]80,100	110,000	[1]125,000	...	[2]130,000	[1]125,000 [1]165,000	[1]14,000	[1]6,300	[1]30,500	15,000	...	14,000 14,000	...	...	...	...
Total	545,000	215,000	...	80,100	110,000	125,000	...	130,000	290,000	14,000	6,300	30,500	15,000	...	8,000	...	...	...	...
YEMEN																			
Aden Refinery Co.—Little Aden	110,000	10,500	...	...	...	[1]5,000	...	...	...	...	...	...	...	...	...	...	...	...	415
Yemen Hunt Oil Co.—Marib	10,000	...	...	...	...	[2]2,500	...	...	...	...	...	...	...	...	...	...	...	...	...
Total	120,000	10,500	...	...	...	7,500	...	...	...	...	...	...	...	...	...	...	...	...	415
ZAIRE																			
Soar—Matadi	17,000	...	...	...	...	[1]3,500	...	...	[1]5,000	...	...	...	...	...	...	...	...	...	...
Total	17,000	...	...	...	...	3,500	...	...	5,000	...	...	...	...	...	...	...	...	...	...
ZAMBIA																			
Indeni Petroleum Refinery Co. Ltd.—Ndola	24,500	2,400	...	...	...	5,600	...	...	[1]8,900 [2]8,900	...	...	...	...	...	...	...	...	...	...
Total	24,500	2,400	...	...	...	5,600	...	...	17,800	...	...	...	...	...	...	...	...	...	...

The refinery survey is available on diskette from Oil & Gas Journal Energy Database. Call 800-345-4518 or 918-832-9348 for more information.

EXAMPLE 1

1) IDENTIFY THE PARTIES TO THE CONTRACT

2) TYPE OF CONTRACT? EXPLAIN

3) WHAT ARE THE PRICING TERMS?

4) IS THERE A PREMIUM ?

5) DID THE COMPANY PAY ROYALTIES ON PREMIUM? The payor reported correct sales volume for 12/92 royalty.

6) DO WE NEED TO GO TO BENCH MARK

ENRON

Oil Trading & Transportation Company

P.O. Box 1188
Houston, TX 77251-1188

August 12, 1992

CRUDE OIL PURCHASE CONTRACT

Universal Resources Corporation
P. O. Box 11070
Salt Lake City, Utah 84147

Attention: Wayne King/Carson Long

FOR U.S. GOVERNMENT USE ONLY
CONFIDENTIAL

Gentlemen:

EOTT CONTRACT NO. 73808
Universal CONTRACT NO. _____

When accepted by you in the manner hereinafter indicated, this shall evidence the agreement between UNIVERSAL RESOURCES CORPORATION, hereinafter referred to as "Universal", and ENRON OIL TRADING & TRANSPORTATION COMPANY, hereinafter referred to as "EOTT", under the terms of which, and for and in consideration of the promises made hereunder, such parties shall buy and sell the hereinafter described crude oil and/or condensate as follows:

I. TERM: Commencing at 7:00 a.m. on September 1, 1992 and continuing until 7:00 a.m. on March 1, 1993 and continuing from month to month thereafter until terminated by either party hereto giving written notice of termination specifying a termination date, which shall be the first day of any calendar month and shall be not less than thirty (30) days after the date of such notice. Termination shall not affect rights or obligations of either party accrued prior to the date of termination.

II. TYPE OF OIL: Universal shall deliver to EOTT Oklahoma Sweet, Western Oklahoma Sweet, and Oklahoma Panhandle types of crude oil.

III. QUANTITY: Universal shall deliver a volume of oil currently estimated to be approximately seven hundred forty (740) barrels per day.

IV. DELIVERY: Universal shall deliver to EOTT at various lease sites (per Attachments A, B & C), by tank gauges into trucks designated by EOTT with title and risk of loss to pass to EOTT as the oil passes through the ~~inlet flange of tank trucks~~ outlet

V. PRICE: For each barrel of oil delivered to EOTT from Beaver county (Attachment A), EOTT shall pay EOTT's posted price for Oklahoma Panhandle, gravity deemed at 40 degrees API, based on equal daily deliveries, plus seventy-two ($.72) cents per barrel.

For each barrel of oil delivered to EOTT from Beckham, Custer, Dewey, Ellis, Harper and Woodward counties (Attachment B), EOTT shall pay EOTT's posted price for Western Oklahoma Sweet, gravity deemed at 40 degrees API, based on equal daily deliveries, plus seventy-two ($.72) cents per barrel.

For each barrel of oil delivered to EOTT from remaining Oklahoma counties (Attachment C), EOTT shall pay EOTT's posted price for Oklahoma Sweet, gravity deemed at 40 degrees API, based on equal daily deliveries, plus seventy-two ($.72) cents per barrel.

VI. PAYMENT: Payment, via 100% Division Order, less taxes, shall be made by check on the twentieth (20th) day of the month following the month of delivery.

VII. DIVISION ORDERS: Division Orders and any other division order documents shall be mailed to the following address:

Enron Oil Trading & Transportation Company
ATTN: Division Orders EB 8th Floor
P.O. Box 1188
Houston, Texas 77251-1188

Universal Resources Corporation
ATTN: Terry Barker
P O Box 11070
Salt Lake City, Utah 84147

VIII. SPECIAL PROVISIONS:

This contract is subject to EOTT's General Provisions, for Crude Oil Sales/Purchases/Exchanges, dated January 1, 1990, which have been previously provided by EOTT, to Seller. Any irreconcilable conflict between the said General Provisions and this Agreement shall be governed by the terms and provisions of this Agreement. If the foregoing accurately reflects our Agreement, please execute this document in the space provided below and return a fully executed counterpart hereof to the undersigned.

ENRON OIL TRADING & TRANSPORTATION COMPANY

Robin S. Border
Director, Crude Oil Acquisitions & Trading

AGREED AND ACCEPTED THIS 24th DAY OF November, 1992 BY:

UNIVERSAL RESOURCES CORPORATION

By: _____
Title: PRESIDENT

FOR U.S. GOVERNMENT USE ONLY
CONFIDENTIAL

ATTACHMENT B
CONTRACT NO. 73808

PRICING: EOTT'S WESTERN OKLAHOMA SWEET, GRAVITY DEEMED AT 40 DEGREES PLUS $.72/BBL, BASED ON EQUAL DAILY DELIVERY

LEASE NO.	LEASE NAME	OPERATOR	COUNTY	ADD DATE	DELETE DATE
23606	HALEY 1-31	UNIV. RES.	BECKHAM	9/1/92	
22348	HART 1-30	UNIV. RES.	BECKHAM	9/1/92	
17860	HART A 2-31	UNIV. RES.	BECKHAM	9/1/92	
23043	RATCLIFF 1-36	UNIV. RES.	BECKHAM	9/1/92	
48567	CORDES 1-24	UNIV. RES.	CUSTER	9/1/92	
48568	FRIESEN 1-36	UNIV. RES.	CUSTER	9/1/92	
48569	ANNIE HARDIN 1-31	UNIV. RES.	CUSTER	9/1/92	
48570	SCOTT MORRIS 1-7	UNIV. RES.	CUSTER	9/1/92	
48571	NEWCOMB 1-8	UNIV. RES.	CUSTER	9/1/92	
48572	NICKEL 1-35	UNIV. RES.	CUSTER	9/1/92	
48573	PARKER 1-7	UNIV. RES.	CUSTER	9/1/92	
48574	WALKER 1-17	UNIV. RES.	CUSTER	9/1/92	
48575	BULL COMING 1-25	UNIV. RES.	DEWEY	9/1/92	
48576	DOWLING 1-28	UNIV. RES.	DEWEY	9/1/92	
48577	DOWLING 2-28	UNIV. RES.	DEWEY	9/1/92	
48578	EDWARDS 1-5	UNIV. RES.	DEWEY	9/1/92	
48579	EDWARDS 2-5	UNIV. RES.	DEWEY	9/1/92	
48580	EDWARDS 3-5	UNIV. RES.	DEWEY	9/1/92	
48581	JONES 1-1	UNIV. RES.	DEWEY	9/1/92	
48582	JONES 2-1	UNIV. RES.	DEWEY	9/1/92	
48583	MCDANIEL 1-1	UNIV. RES.	DEWEY	9/1/92	
48584	PORTER 1-32	UNIV. RES.	DEWEY	9/1/92	
48585	POULSON 1-2	UNIV. RES.	DEWEY	9/1/92	
48586	ROBINSON KAMMZL 1-28	UNIV. RES.	DEWEY	9/1/92	
48587	SANDER 1-6	UNIV. RES.	DEWEY	9/1/92	
48563	SANDERS 1-1	UNIV. RES.	DEWEY	9/1/92	
48588	EDDIE SMITH 4-9	UNIV. RES.	DEWEY	9/1/92	
48589	WHITE VOICE HRS 1-27	UNIV. RES.	DEWEY	9/1/92	
48590	VIOLET HARRIS 1-14	UNIV. RES.	ELLIS	9/1/92	
48591	ELVA LOVE 2-18	UNIV. RES.	HARPER	9/1/92	
48592	HALE 1-15	UNIV. RES.	HARPER	9/1/92	
48593	PARSON STATE 2-16	UNIV. RES.	HARPER	9/1/92	
48594	ROBERTSON 1-10	UNIV. RES.	HARPER	9/1/92	
48595	TITUS 1-25	UNIV. RES.	WOODWARD	9/1/92	
49080	COOKE, DOROTHY 1-16	UNIV. RES.	CUSTER	9/1/92	
49081	COULSON, WADE 1-5	UNIV. RES.	CUSTER	9/1/92	
49087	CLEA 1-22	UNIV. RES.	CUSTER	9/1/92	
49101	MILLER J P 1-9	UNIV. RES.	ELLIS	9/1/92	
49102	MYERS, STELLA 1-4	UNIV. RES.	CUSTER	9/1/92	
49113	STATE 1-18	UNIV. RES.	HARPER	9/1/92	
49115	TAYLOR HAYS 1-34	UNIV. RES.	CUSTER	9/1/92	
49116	TERRELL 1-2	UNIV. RES.	DEWEY	9/1/92	

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GRAVITY ADJUSTMENTS

A. Deduct [illegible] barrel each 0.10 degree API below 32.0
Deduct [illegible] barrel each 0.10 degree API above 45.0
B. Deduct $ [illegible] barrel each 0.10 degree API below 40.0
Deduct $0.0[illegible] per barrel each 0.10 degree API above 50.0
C. Deduct $0.02 per barrel each 1.0 degree API below 40.9
Deduct $0.015 per barrel each 0.10 degree API above 44.9
D. Deduct $0.02 per barrel each 1.0 degree API below 40.9 to 20.
Below 20 degrees, deduct $0.42 per barrel.
E. Deduct $0.02 per barrel each 1.0 degree API below 40.9 to 36.9. Deduct $0.04 each 1.0 degree below 36.9 to 31. Deduct $1.02 per barrel each 0.10 degree below 36 to 20. Deduct $0.04 per barrel each 0.10 degree below 20.
Deduct $0.015 per barrel each 0.10 degree above 44.9.
F. Deduct $0.015 per barrel each 0.10 degree API below 40.0
Deduct $0.015 per barrel each 0.10 degree API above 44.9.
G. Deduct $0.02 per barrel each 1.0 degree API below 40.9 to 35. Deduct $0.015 per barrel each 0.10 degree below 35. Deduct $0.015 per barrel each 0.10 degree API above 44.9.
H. No deduct 40.0 to 29.0 API. Deduct $0.02 per 1.0 degree API below 29.0.
I. Deduct $0.10 per barrel each 1.0 degree API below 40.9. Deduct $0.015 per barrel each 0.10 degree above 44.9
J. Deduct $0.015 per barrel each 0.10 degree API below 40.0.
L. Deduct $0.015 per barrel each 0.10 degree API above 48. Add $0.10 total per barrel 47 to 47.9 API. Add $0.30 total per barrel 42 API to 46.9 API. Add $0.15 total per barrel 41 to 41.9 API. Deduct $0.02 per barrel each 1.0 degree API below 40.9 to 19.9 API.
M. Deduct $0.015 per barrel each 0.10 degree API above 45. No deduct 45 to 40. Deduct $0.15 per barrel each 1.0 degree API below 40.9 to 20. No additional deduct below 20.
P. Deduct $0.02 per barrel each 1.0 degree API below 40.9. No deduct 41.0 to 53.0. Above 53.0 deduct $0.015 per barrel for each 0.10 degree API.
Q. Deduct $0.015 for each 0.10 degree API above 44.9. No deduct 44.9 to 34. Deduct $0.015 for each 0.10 degree API below 34.
R. Deduct $0.02 per barrel each 1.0 degree API below 40.9 to 35.0. Below 35 deduct $0.015 per barrel each 0.10 degree API to 25. No deduct below 25. Above 44.9 deduct $0.015 per barrel each 0.10 degree API.
S. Deduct $0.02 per barrel each 1.0 degree API below 32.9. No deduct 32.0 to 44.9. Above 44.9 deduct $0.015 per barrel each 0.10 degree API.
T. Deduct $0.02 per barrel each 1.0 degree API below 40.9 to 34. Deduct $0.04 per barrel each 1.0 degree below 34.9 to 34. Deduct $0.02 per barrel each 0.10 degree below 34. Deduct $0.015 per barrel each 0.10 degree above 44.9.
U. Deduct $0.015 per barrel each 0.10 degree API below 40.0 to 25.0 API. Deduct $0.015 per barrel each 0.10 degree API above 44.9.

(1) Sweet crude is defined as having sulphur content of 0.50% or less by weight.
(2) Sour crude is defined as having a sulphur content in excess 0.50% by weight.

SUPPLY REPRESENTATIVES:

East & North Texas West Texas, West Central Texas and New Mexico	-Mike Wilson -John Glidewell -Gregory Evans -Mike Dilworth -Vic Porter -Harry King -Ted McCurdy -John Rooney -Ramon Carta	-Dallas, TX -Midland, TX -Midland, TX -Midland, TX -Bossier City, LA -Bossier City, LA -Denver, CO -Denver, CO -Lafayette, LA	214/315-7701 915/612-3761 915/612-3761 915/612-3761 318/747-8126 318/747-8220 303/619-5044 303/619-5044 318/237-6831
NW Louisiana & South Arkansas N. Louisiana & N. Mississippi Rocky Mountain Area			
S. Louisiana, Ala., Fla., & S. Miss. Oklahoma, Okla. Panhandle & Texas Panhandle Kansas	-Steve Cornstock -Bud Archer -Dick Grimette -Kirby Black -Mickey Miller -Ted Parrish -Ken Wise -Mark Hebert	-Tulsa, OK -Chanute, KS -Chanute, KS -Houston, TX -Houston, TX -Houston, TX -San Antonio, TX -Corpus Christi, TX	405/239-1550 316/431-9450 316/431-9450 713/752-2033 713/752-2033 713/752-2033 512/140-8208 512/881-1210
South Texas and Gulf Coast			

ENRON

Oil Trading & Transportation Company

P.O. Box 1188
Houston, TX 77251-1188

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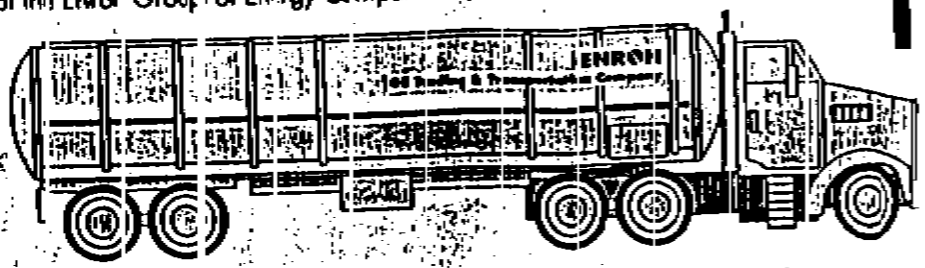

Summary of Bulletins for the Month of December 1992.

EFFECTIVE 7:00 A.M. on the effective date(s) shown, and subject to change thereafter without notice, and subject to all applicable government regulations and the provisions of its Division Orders and/or Crude Oil Purchase Agreements, ENRON Oil Trading & Transportation Company (EOTT), paid the following prices per barrel of 42 U.S. Gallons of marketable crude oil or condensate purchased by EOTT and delivered to EOTT or for its account into the designated receiving facility(ies). Prices are shown for 40 degree Gravity and are subject to adjustments for gravity and BS&W. All prices are subject to deductions for trucking, P/L charges, and other charges where applicable.

For a recorded message listing Enron's current Crude Oil prices, please call 713-853-1698.

For other requests concerning Enron's Crude Oil Price Bulletin, please call 713-853-6355.

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CRUDE OIL PRICE BULLETIN Nos. 160 thru 164
FOR THE MONTH OF DECEMBER, 1992

AREA	TYPE	GRAV ADJ	DAILY AVG $/BBL	$/BBL	92-160 EFFECT DATE	$/BBL	92-161 EFFECT DATE	$/BBL	92-162 EFFECT DATE	$/BBL	92-163 EFFECT DATE	$/BBL	92-164 EFFECT DATE
COLORADO	Western	F	19.20161	*19.25	12/01/92	19.21	12/01/92	19.25	12/01/92	*19.75	12/04/92	19.75	12/04/92
	D-J Basin (Incl. W. Nebraska) (See Note A)	C	17.39610	*17.75	12/01/92	17.71	12/01/92	*17.25	12/03/92	*17.00	12/04/92	17.00	12/04/92
	D-J Basin (Other) (See Note B) ** EDIT WILL NO LONGER POST THIS PRICE EFFECTIVE 12/01/92.												
WYOMING	Southwestern Wyoming Sweet	B	20.45161	*20.50	12/01/92	20.51	12/01/92	20.50	12/01/92	*20.00	12/04/92	20.00	12/04/92
	Sweet (Others)	C	17.82250	*18.00	12/01/92	18.00	12/01/92	*17.50	12/03/92	*17.25	12/04/92	17.25	12/04/92
	Asphalt Sour	T	15.67250	*15.75	12/01/92	15.71	12/01/92	*15.25	12/03/92	*15.00	12/04/92	15.00	12/04/92
	General Sour	E	14.67250	*14.75	12/01/92	14.71	12/01/92	*14.25	12/03/92	*14.00	12/04/92	14.00	12/04/92
MONTANA	Mix	F	14.82250	*15.00	12/01/92	15.00	12/01/92	*14.50	12/03/92	*14.25	12/04/92	14.25	12/04/92
	Sweet (Incl. Sheridan, Roosevelt & Richland Counties)	C	17.47250	*17.65	12/01/92	17.65	12/01/92	*17.15	12/03/92	*16.90	12/04/92	16.90	12/04/92
NORTH DAKOTA	Sweet	C	17.47250	*17.65	12/01/92	17.65	12/01/92	*17.15	12/03/92	*16.90	12/04/92	16.90	12/04/92
	Sour	I	13.72250	*13.90	12/01/92	13.91	12/01/92	*13.40	12/03/92	*13.15	12/04/92	13.15	12/04/92
KANSAS	Sweet	G	17.67250	*17.75	12/01/92	17.71	12/01/92	*17.25	12/03/92	*17.00	12/04/92	17.00	12/04/92
	Northern	J	17.67250	*17.75	12/01/92	17.71	12/01/92	*17.25	12/03/92	*17.00	12/04/92	17.00	12/04/92
	Southern	J	17.07250	*17.25	12/01/92	17.21	12/01/92	*16.75	12/03/92	*16.50	12/04/92	16.50	12/04/92
	Northern	G	16.07250	*16.25	12/01/92	16.21	12/01/92	*15.75	12/03/92	*15.50	12/04/92	15.50	12/04/92
NEBRASKA	Intermediate	J	16.07250	*16.25	12/01/92	16.21	12/01/92	*15.75	12/03/92	*15.50	12/04/92	15.50	12/04/92
UTAH	Black Wax	F	19.20161	*19.25	12/01/92	19.21	12/01/92	19.25	12/01/92	*18.75	12/04/92	18.75	12/04/92
	Yellow Wax	F	19.70161	*19.75	12/01/92	19.71	12/01/92	19.75	12/01/92	*19.25	12/04/92	19.25	12/04/92
MISSISSIPPI	Sweet	C	18.07250	*18.25	12/01/92	18.21	12/01/92	*17.75	12/03/92	*17.50	12/04/92	17.50	12/04/92
	Sour	Q	15.57250	*15.75	12/01/92	15.71	12/01/92	*15.25	12/03/92	*15.00	12/04/92	15.00	12/04/92
OKLAHOMA	Sweet (except Western and Panhandle)	C	18.07250	*18.25	12/01/92	18.21	12/01/92	*17.75	12/03/92	*17.50	12/04/92	17.50	12/04/92
	Western	C	17.67250	*17.75	12/01/92	17.71	12/01/92	*17.25	12/03/92	*17.00	12/04/92	17.00	12/04/92
	Panhandle	D	17.71774	*18.25	12/01/92	18.21	12/01/92	*17.75	12/03/92	*17.50	12/04/92	17.50	12/04/92
	Sour	F	16.47250	*16.65	12/01/92	16.61	12/01/92	*16.15	12/03/92	*15.90	12/04/92	15.90	12/04/92
LOUISIANA	Heavy South Louisiana Sweet	G	17.77250	*17.95	12/01/92	17.91	12/01/92	*17.45	12/03/92	*17.20	12/04/92	17.20	12/04/92
	South Louisiana Light	G	18.32250	*18.50	12/01/92	18.50	12/01/92	*18.00	12/03/92	*17.75	12/04/92	17.75	12/04/92
	South Louisiana Sour (Eugene Island Offshore)	G	16.82250	*17.00	12/01/92	17.00	12/01/92	*16.50	12/03/92	*16.25	12/04/92	16.25	12/04/92
	North Louisiana	P	17.82250	*18.00	12/01/92	18.00	12/01/92	*17.50	12/03/92	*17.25	12/04/92	17.25	12/04/92
	North Louisiana LLT (Haselton)	Flat	18.31452	*18.50	12/01/92	*18.21	12/02/92	*18.00	12/03/92	*17.75	12/04/92	17.75	12/04/92
	North Louisiana (Bellevue)	Flat	16.82250	*17.00	12/01/92	17.00	12/01/92	*16.50	12/03/92	*16.25	12/04/92	16.25	12/04/92
ARKANSAS	Sweet (1)	L	17.83065	*18.25	12/01/92	*18.00	12/02/92	*17.75	12/03/92	*17.50	12/04/92	*17.25	12/05/92
	Sour (2)	M	16.68065	*17.00	12/01/92	*17.75	12/02/92	*16.50	12/03/92	*16.25	12/04/92	*16.00	12/05/92
TEXAS	Panhandle	D	17.71774	*18.25	12/01/92	18.21	12/01/92	*17.75	12/03/92	*17.50	12/04/92	17.50	12/04/92
	West Central Texas (including Runnels and McCulloch Counties)	C	18.07250	*18.25	12/01/92	18.21	12/01/92	*17.75	12/03/92	*17.50	12/04/92	17.50	12/04/92
	West Texas & New Mexico Intermediate	C	16.07250	*16.25	12/01/92	16.21	12/01/92	*15.75	12/03/92	*15.50	12/04/92	15.50	12/04/92
	West Texas & New Mexico Sour	Q	15.82250	*16.00	12/01/92	16.00	12/01/92	*15.50	12/03/92	*15.25	12/04/92	15.25	12/04/92
	Texas Gulf Coast Onshore	C	17.82250	*18.00	12/01/92	18.00	12/01/92	*17.50	12/03/92	*17.25	12/04/92	17.25	12/04/92
	Giddings	C	17.82250	*18.00	12/01/92	18.00	12/01/92	*17.50	12/03/92	*17.25	12/04/92	17.25	12/04/92
	South Texas Light	C	17.57250	*17.75	12/01/92	17.71	12/01/92	*17.25	12/03/92	*17.00	12/04/92	17.00	12/04/92
	South Texas Sour	Q	16.07250	*16.25	12/01/92	16.21	12/01/92	*15.75	12/03/92	*15.50	12/04/92	15.50	12/04/92
	South Texas Heavy	H	16.17250	*16.35	12/01/92	16.35	12/01/92	*15.85	12/03/92	*15.60	12/04/92	15.60	12/04/92
	Big Wells Unit-Segregated	F	17.57250	*17.75	12/01/92	17.71	12/01/92	*17.25	12/03/92	*17.00	12/04/92	17.00	12/04/92
PEARSALL	Sweet	C	17.57250	*17.75	12/01/92	17.71	12/01/92	*17.25	12/03/92	*17.00	12/04/92	17.00	12/04/92
	Sour	Q	15.07250	*15.25	12/01/92	15.21	12/01/92	*14.75	12/03/92	*14.50	12/04/92	14.50	12/04/92
EAST TEXAS	East Texas Field	Flat	17.82250	*18.00	12/01/92	18.00	12/01/92	*17.50	12/03/92	*17.25	12/04/92	17.25	12/04/92
	Sweet-East Texas "Other"	G	17.82250	*18.00	12/01/92	18.00	12/01/92	*17.50	12/03/92	*17.25	12/04/92	17.25	12/04/92
	East Texas Heavy	A	14.08065	14.50	11/30/92	*14.25	12/02/92	*13.75	12/03/92	*13.50	12/04/92	13.50	12/04/92
NORTH TEXAS	Sweet (1)	G	18.07250	*18.25	12/01/92	18.21	12/01/92	*17.75	12/03/92	*17.50	12/04/92	17.50	12/04/92
	Sour (2)	Q	16.82250	*16.00	12/01/92	16.00	12/01/92	*15.50	12/03/92	*15.25	12/04/92	15.25	12/04/92

NOTE A: COLO. D-J BASIN [illegible] NEBRASKA HAS BEEN CHANGED TO COLO. D-J BASIN (INCL. W. NEBRASKA) EFFECTIVE 12/01/92.
NOTE B: PLEASE REFER [illegible] COLORADO D-J BASIN (INCL. W. NEBRASKA).

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ENERGY PROFESSIONALS, THE
2000 E. Skelly Drive, Suite 1000
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Ph: 918-743-9000
Fax: 918-747-7010
Enpro, Inc. buys and sells crude oil, natural gas and natural gas liquids.
Malcolm W. Henley — *President*
Stacey Smethers — *Marketing Analyst*

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2825 East Skelly Drive
Tulsa, OK 74105-6050
Ph: 918-747-6000
Fax: 918-745-0000
The Ultimate Oil Company buys and sells non-operated interests in producing oil and gas properties.
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ENRON OIL TRADING AND TRANSPORTATION COMPANY
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Houston, TX 77210-4666
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Gary Wright — *Director, Acquisition and Trading*
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Margie Schwartz — *Director, Trading*
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Maureen K. Townsend — *Director, Marketing and Light Oils*
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Stephen J. Comstock — *Area Manager, Lease Acquisition*

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Greg Wheeler — *Area Manager, Acquisition*

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Scott Townsend — *District Manager*
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Karen Halpen — *Area Manager, Lease Acquisition*
Stephen Powell — *Area Manager, Lease Acquisition*

Enron Products Marketing Company
55211 Mahoning Avenue, Suite 200
Youngstown, OH 44515
Ph: 216-792-2270; 800-688-3835
Fax: 216-792-1038
Ed Sowers — *Manager, Marketing*
Nancy Kitts — *Representative, Marketing*

ERGON INC.
Drawer 1639
Jackson, MS 39215-1639
Ph: 601-933-3000
Fax: 601-933-3361
Telex: 585326
TWX: 810-966-2626
Cable: MMT JKS

Ergon Inc. purchases, transports and markets crude oil, refines petroleum products and LPG.

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Robert Y. Love — *President, Lampton-Love, Inc. and Lampton-Love Gas Company, Inc.*
George D. Ishee — *Senior Vice President*
John K. Walker — *Vice President and General Manager, Ergon Trucking, Inc.*
Kathryn W. Stone — *Vice President, Secretary and Treasurer*
Leslie B. Lampton III — *Vice President, Lube Oil Marketing*
Lee C. Lampton — *Vice President, Clean Product Marketing and Marine Transportation*
William W. Lampton — *Vice President, Asphalt Marketing*
Robert H. Lampton — *Vice President, S & D*
H. Don Davis — *Vice President, Planning and Manufacturing*

ERICKSON PETROLEUM CORPORATION
4567 West 80th Street
Box 1224 (Mnpls, MN 55440)
Bloomington, MN 55437
Ph: 612-830-8700
Fax: 612-830-8864

Erickson Petroleum Corporation is engaged in the retail marketing of gasoline.

Alfred W. Erickson — *President*
Ronald A. Erickson — *Executive Vice President*
Richard A. Mills — *Vice President, Supply and Distribution*

ERMO MARKETING COMPANY
500 Speedway Drive
Enon, OH 45323
Ph: 513-864-3000
Fax: 513-864-3090
Riad Yammine — *President*

F. L. ROBERTS & COMPANY
Box 1964
Springfield, MA 01102
Ph: 413-781-7444
Fax: 413-781-4328

F. L. Roberts & Company is engaged in the retail and wholesale marketing of BP, Sun, and Citgo gasoline, diesel and lubricants and the wholesale-only marketing of fuel oil.

Steven Roberts — *President and Chief Executive Officer*
Sam Roberts — *Senior Vice President, Commercial Sales*
Joe Maggi — *Senior Vice President and Chief Financial Officer*

Subsidiary
RPC Corporation

F.O. FLETCHER, INC.
471 North Curtis Road
Boise, ID 83706
Ph: 208-377-0024
Fax: 208-377-4219

F.O. Fletcher, Inc. is engaged in the wholesale and retail marketing of gasoline, diesel, fuel oil and the operation of convenience stores.

Peter L. Hirschburg — *President*

FARM STORES
5800 Northwest 74th Avenue
Miami, FL 33166
Ph: 305-592-3100
Fax: 305-591-4243

Farm Stores is engaged in the transport and wholesale and retail marketing of gasoline.

A. S. Fogg, Jr. — *Executive Vice President*
S. M. Fogg — *Vice President*
J. F. LaFrance — *Vice President, Marketing*

FARM-OYL COMPANY, THE
2333 Hampden Avenue
St. Paul, MN 55114
Ph: 612-646-7571; 800-328-9468
Fax: 612-646-5723

The Farm-Oyl Company is engaged in the manufacturing and marketing of lubricants.

Robert E. Larson — *President and Chief Executive Officer*
Richard N. Hill — *Vice President, Marketing*
Glenn Asauskas — *Manager, Products*
Robert Anderson — *Corporate Secretary*
Bruce Larson — *Corporate Treasurer*

FARMERS GAS AND OIL COMPANY OF MICHIGAN
420 South Pine River Street
Ithaca, MI 48847
Ph: 517-875-4149
Fax: 517-875-5072
Kenneth Mattis — *President*
Todd Hoskey — *General Manager*

FARMLAND INDUSTRIES, INCORPORATED
3315 North Oak St. Trafficway
Box 7305
Kansas City, MO 64116
Ph: 816-459-6000
Telex: 42221

Farmland Industries, headquartered in Kansas City, Missouri, is a regional farm supply and marketing cooperative. One of the nation's largest cooperatives, it is owned and controlled by 2,186 local cooperative associations through America's agricultural heartland.

Farmland provides petroleum, feed, fertilizer, agricultural chemicals and farm supplies to 500,000 farm and ranch families through their local cooperatives.

Farmland operates a complex of manufacturing facilities, including a refinery, fertilizer plants, feed mills and plants for the production of agricultural chemicals and grease.

Warehousing, transportation, data processing and a variety of other services complete Farmland's network of assistance to member associations and their members.

Farmland Industries, Incorporated was founded in 1929 as a farmer-owned manufacturing and wholesale cooperative, and was incorporated as a Kansas corporation on April 15, 1931 with home offices in Kansas City, Missouri.

Otis Molz — *Chairman*

ENRON

Oil Trading & Transportation Company

P. O. Box 1188 Houston, Texas 77251-1188 (713) 853-3206

CRUDE OIL PURCHASE STATEMENT

29

FIELD: CHESTER
OPERATOR: UNIVERSAL RESOURCE
LEASE: BULL COMING 1-25

DIVISION ORDER NO. 48575
PRODUCTION MONTH 12/92
DATE OF REPORT 1/08/93

UNIVERSAL RESOURCES CORPORATION 85960
P. O. BOX 11070
SALT LAKE CITY, UTAH 84147 Note Tax exempt

1711 D.O. 100%

DATE MO. DAY	TICKET NO.	GRAVITY	NET BARRELS	PRICE	GROSS VALUE	TAX	NET VALUE
12-27	1048472	45 4	17811	18 293	325817	23152	302665
12-92	MO. TOTALS		17811		325817	23152	302665
	TOTALS		17811		325817	23152	302665

FOR [illegible] ONLY
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TOTALS FOR PAYOR 73890 - UNIVERSAL RESOURCES CORP

1,723.00	4,075.75	344.60	815.15

TOTALS FOR PRODUCT 04

1,723.00	4,075.75	344.60	815.15

TOTALS FOR SALES MONTH 11/1992 LEASE 518-008956-0 R/S 001

2,088.99	11,107.35	417.80	2,221.47

SALES MONTH/YEAR: 12/1992

01	73890	001	02/1993	03/01/93	01	00	178.11	3,258.00	35.62	651.60	18.29	0000	00427133 000012

TOTALS FOR PAYOR 73890 - UNIVERSAL RESOURCES CORP.

178.11	3,258.00	35.62	651.60

TOTALS FOR PRODUCT 01

178.11	3,258.00	35.62	651.60

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LEASE: 518-008956-0
REVENUE SOURCE: 001
SALES MONTH/YEAR: 12/1992

PROD CODE	PAYOR CODE	SEL ARR	REPORT MM/YYYY	RECEIPT DATE	TRAN CODE	ADJ RSN	SALES QUANTITY	SALES VALUE	ROYALTY QUANTITY	ROYALTY VALUE	UNIT PRICE	QUAL MEAS	DOCUMENT NUMBER	LINE NUM
04	73890	001	02/1993	03/01/93	01	00	1,337.00	3,063.95	267.40	612.79	2.29	0000	00427133	000013

TOTALS FOR PAYOR 73890 - UNIVERSAL RESOURCES CORP.

1,337.00	3,063.95	267.40	612.79

TOTALS FOR PRODUCT 04

1,337.00	3,063.95	267.40	612.79

TOTALS FOR SALES MONTH 12/1992 LEASE 518-008956-0 R/S 001

1,515.11	6,321.95	303.02	1,264.39

TOTALS FOR LEASE 518-008956-0 R/S 001

142,398.03	712,134.78	29,075.18	147,127.13

GRAND TOTALS FOR LEASE 518-008956-0

142,398.03	712,134.78	29,075.18	150,007.13

EXAMPLE 1

SOLUTION

1) Seller Universal Buyer EOTT
2) Type of Contract: ARM'S LENGTH the parties are independent and have opposing economic interest.
3) Price based on posted price for Western Oklahoma Sweet. Dewey County
4) Premium is $0.72 per barrel.
5) YES. Unit price = Posted price - premium = $17.573 + 0.72 = $18.293

NOTE: You may want to ask for chart of accounts, invoices and all relevant documents.

EXAMPLE 2

1) NAME THE BUYER _____ & SELLER _____

2) WHAT TYPE OF AGREEEMNT IS THIS? WHY?

3) HOW DO YOU GO ABOUT DETERMING #2 ABOVE.

4) WHAT SHOULD BE THE AUDIT APPROACH?

Texaco Trading and Transportation Inc.

July 6, 1994

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Texaco Inc.
Texaco Producing Inc.
Getty Oil Company
4601 DTC Blvd.
Denver, Colorado 80201

Attention: Mr. L. Paul Teague

RE: Purchase and Sale of Production - All of the
Exploration and Producing Region East
TTTI Contract No.. 16R98

Gentlemen:

Texaco Trading and Transportation Inc. (TTTI) hereby offers to purchase from you all crude oil and condensate, suitable for market and not committed to sale or disposition to another party (produced from interests, including without limitation working interests, royalty interests, overriding royalty interests, and fee interests), owned by you in or under leases or fee properties listed in the attached Exhibits "1", "2", "3", "1CA", "2CA" and "3CA" (and act as your agent in marketing on your behalf all other such interests owned by you). Payments due on the production from such leases shall be made directly to you. The prices to be paid for the purchases hereunder shall be determined as provided for in Exhibits "1", "2", "3", "1CA", "2CA" and "3CA". The purchases shall be subject to the terms and provisions of TTTI's standard form of 100% Division Order and TTTI's General Provisions, as they may exist from time to time, used by TTTI for making purchases of crude oil and condensate from and settlement with third parties in the particular geographical area where such properties are located, including without limitation the basis for settlement provided in such form of Division Order excluding the Term paragraph and the General Provisions therein.

Upon your acceptance hereof, this shall be an agreement of purchase and sale effective on the dates shown on the attached Exhibits "1", "2", "3", "1CA", "2CA", and "3CA", which shall continue in effect until cancelled by either party upon six (6) months written notice to the other. This agreement shall apply not only to existing production but also to future production. This agreement shall serve in lieu of formal Division Orders and other existing contractual agreements of purchase and sale, except that in some instances Division Orders will be issued for information purposes.

This shall be construed as a separate agreement between us as to each lease or interest thereunder and each fee property owned by you as listed on the attached Exhibits "1", "2", "3", "1CA", "2CA" and "3CA".

If the foregoing is satisfactory to you, please so indicate by signing the copy of this letter where indicated and returning it to the undersigned.

Yours very truly,

TEXACO TRADING AND
TRANSPORTATION INC

By _____
J. E. Johnson
Group Vice President Marketing

JEJ/ rej

Attachments: Copy of standard form Division Order (100% Payment) dated February 1989 and General Provisions as revised February 1989.

ACCEPTED AND APPROVED

TEXACO INC.

By _____

Regional Vice President

Its Attorney-In-Fact

Date July 25, 1989

TEXACO PRODUCING INC.

By _____

Regional Vice President

Its Attorney-In-Fact

Date July 25, 1989

GETTY OIL COMPANY

By _____

Regional Vice President

Its Attorney-In-Fact

Date July 25, 1989

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TEXACO EXPLORATION AND PRODUCTION INC.
SUBSIDIARIES -- DECEMBER 31, 1994

COMPANY	INCORPORATED STATE/COUNTRY	INCORPORATED DATE	% OWNED (NOTE PAR) BY PARENT	PRINCIPAL BUSINESS	PRINCIPAL AREAS OF OPERATION
Arkoma Gas Gathering, Inc.	Oklahoma	04-01-84	100.00	Gas gathering operations	Oklahoma
Bridgeline Gas Distribution LLC	Louisiana	12-09-93	77) 95.00	Purchasing/selling/transporting and storing natural gas; operating/maintaining natural gas pipeline and storage facility	to H-1 1/10 3/3
Getty Energy Company	Delaware	06-08-81	100.00	Holds interest in partnership formed to operate cogeneration facility	California
Getty Gas Gathering Inc.	Delaware	05-12-76	100.00	Operation of intrastate natural gas pipeline system with related distribution facilities	Kansas
Kern Cogeneration Gas Company	Delaware	03-30-88	100.00	Holds interest in partnership formed to operate cogeneration facility	California
MWP Production Inc.	Delaware	10-01-93	40) 75.00	Oil and gas production	U.S.A.
Snake River Gas Transmission Corp.	Delaware	08-20-81	100.00	Gas delivery pipeline	North Dakota
Texaco Cogeneration Company	Delaware	06-27-88	100.00	Holds interest in partnership formed to operate cogeneration facility	California
Texaco Cogeneration Gas Company	Delaware	05-14-88	100.00	Holds interest in partnership formed to acquire gas reservoir to provide fuel to other cogeneration projects; sells gas	California
Texaco Cortez Energy Company	Delaware	08-01-89	100.00	Holds interest in partnership formed to operate cogeneration facility	California
Texaco Midway-Sunset Cogeneration Company	Delaware	06-24-87	100.00	Holds interest in partnership formed to operate cogeneration facility	California
* Texaco Natural Gas Inc.	Delaware	01-20-82	100.00	Markets natural gas to end users and distribution companies	U.S.A. to H-1 1/10 3/3
Texaco Sabal Cogeneration Company	Delaware	08-27-84	100.00	Holds interest in partnership formed to operate cogeneration facility	California

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* EFF 1-1-95 NAME CHANGED
FROM TEXACO GAS MARKETING INC. (TGMI)
TO: TEXACO NATURAL GAS INC. to H-1 1/10 2/3

1994

VOL. 2

J-Z

COVERING NEW YORK & AMERICAN STOCK EXCHANGES

MOODY'S®

INDUSTRIAL MANUAL

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1/3

ron and Co. have interests, but not necessarily jointly nor in the same properties.

Co. and Union Carbide Industrial Gases Inc. announced the formation of a joint venture to develop and operate high-purity hydrogen production facilities. The joint venture, called HydroGEN Supply Company, is owned jointly by Texaco Hydrogen Inc., a wholly owned subsidiary of Co. and UCIG Hydrogen Services Inc., a wholly owned subsidiary of UCIG.

On Apr. 11, 1994, Co. announced that along with the subsidiaries of Exxon, Amoco Corp. and Norsk Hydro, has formed a new limited liability company, Timan Pechora Company L.L.C. (TPC), to explore, appraise and potentially develop oil fields in the Timan Pechora basin of Arctic Russia.

Co.'s interest in TPC is 20%, with Exxon holding 30%, Amoco 20% and Norsk Hydro 20%. Pending final approval of a production sharing agreement by the Government of the Russian Federation and the Russian Federal Assembly, TPC plans during 1994 to begin assessment of the commercial potential of the contract area.

Business: Co. and its subsidiary companies, together with affiliates owned 50% or less, represent a vertically integrated enterprise principally engaged in the worldwide exploration for and production, transportation, refining, and marketing of crude oil, natural gas and petroleum products.

Property: Co. maintains its corporate headquarters in White Plains, N.Y.

Subsidiaries

Four Star Oil and Gas Co.
Texaco Cogeneration Co.
Texaco Pipeline Inc.
Texaco Exploration and Production Inc.
Texaco Refining and Marketing Inc.
Texaco Refining and Marketing (East) Inc.
Texaco Trading & Transportation Inc.
Texaco A/S (Denmark)
Texaco Britain Limited (England)
Texaco Denmark Inc.
Texaco Investments (Netherlands), Inc.
Texaco Limited (England)
Texaco North Sea U.K. Company
Texaco Brasil S.A. Productos de Petroleo (Brazil)
Texaco Overseas (Nigeria) Petroleum Company (Nigeria)
Texaco Overseas Petroleum Company
Texaco Panama Inc. (Panama)
Texaco Petroleum Company
Heddington Insurance Ltd. (Bermuda)
Saudi Arabian Texaco Inc.
Texaco International Trader Inc.
Texaco Overseas Holdings Inc.
AMI Holdings Inc.

Corporate Officers

A.C. DeCrane, Jr., Chmn. & C.E.O.
A.T. Krowe, Vice-Chmn. & C.F.O.
S.M. Turner, Sr. V.P. & Gen. Couns.
C.B. Davidson, V.P. & Sec.
R.W. Ulrich, Treas.
R.C. Oelkers, Comptr.
M.N. Ambler, General Tax Counsel

Senior Vice-Presidents

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J.L. Dunlap	W.K. Tell Jr.

Vice-Presidents

J.D. Ambler	J.D. Appert
C.P. Casalou, Jr.	D.C. Crikelair
[illegible]	E.R. Dickinson
W.P. Doyle	P.J. Lynch
T.M. Marchewa	D.H. Schmude
E.P. Smith	R.A. Solberg
G.F. Tilton	

Directors

R.A. Beck	J. Brademas
W.C. Butcher	E.M. Carpenter
W.J. Crowe, Jr.	A.C. DeCrane, Jr.
F.G. Jenifer	J.W. Kinnear
A.T. Krowe	T.S. Murphy
C.H. Price, II	R.B. Smith
W.C. Steere, Jr.	T.A. Vanderslice

Auditors: Arthur Andersen & Co.

Annual Meeting: In May.

Shareholder Relations: Elizabeth P. Smith, Investor Relations and Shareholders Services. Tel.: (914) 253-4000.

No. of Stockholders: Feb. 24, 1994, 201,435.

No. of Employees: Dec. 31, 1993, 32,514.

Address: 2000 Westchester Avenue, White Plains, NY 10650. Tel.: (914) 253-4000. Fax: (914) 253-6286. Telex: 1791144.

Consolidated Income Account, years ended Dec. 31 ($000):

	1993	[1]1992	[1]1991
[Sales] & services	[illegible]	[illegible]	[illegible]
[Equity in] net of affils., divs., int & other	824,000	843,000	1,050,000
Total revenues	34,071,000	36,530,000	37,162,000
Purchases & other costs	[illegible]	[illegible]	[illegible]
Operating expenses	3,046,000	3,072,000	3,306,000
Sell. gen & administrative exp.	1,753,000	1,792,000	1,841,000
Maintenance & repairs	418,000	444,000	466,000
Exploratory expenses	352,000	349,000	436,000
Deprec, depl & amort	1,568,000	1,536,000	1,496,000
Interest expense	459,000	477,000	556,000
Tax other than inc tax	349,000	330,000	551,000
Minority interest	17,000	18,000	16,000
Total deductions	32,899,000	35,181,000	35,740,000
Inc bef income taxes	1,172,000	1,349,000	1,422,000
Prov for inc taxes	[illegible]	311,000	130,000
Inc (loss) fr contin oper	1,259,000	1,038,000	1,292,000
Discont oper-net inc fr oper	dr17,000	dr26,000	2,000
Discont oper-net loss on disp	dr174,000	......	......
Cum effect of acct chg	......	dr300,000	[illegible]
Net income	1,068,000	[illegible]	[illegible]
Pfd stk div requirements	101,000	99,000	103,000
Net inc avail to com stk	967,000	613,000	1,191,000
Prev retain earn	7,312,000	7,314,000	7,150,000
Com stk div	828,000	828,000	827,000
Pfd stk dividends	102,000	99,000	103,000
Tax ben on unallocated ESOP conv pfd divs	13,000	13,000	......
Retained earnings	7,463,000	7,312,000	7,314,000
Earn com sh:			
Primary:			
Cont oper	$4.47	$3.63	$4.60
Discont opers	d$0.73	d$0.10	$0.01
Accg change	......	d$1.16	......
Earn com sh	$3.74	$2.37	$4.61
Fully diluted:			
Cont oper	$4.43	$3.62	$4.34
Discont opers	d$0.71	d$0.10	$0.01
Accg change	......	d$1.16	......
Earn com sh	$3.72	$2.36	$4.35
Common shares (000):			
Year-end	259,000	259,000	......
Average	259,000	259,000	258,000

[1]Restated to reflect the adoption of SFAS Nos. 106 & 109 and discontinued chemical operations. [2]Includes transactions with significant affiliates: 1993 $1,027,000,000; 1992 $1,672,000,000; 1991 $4,124,000,000. [3]Includes transactions with significant affiliates: 1993 [illegible]; 1992 $1,838,000,000; 1991 $2,[illegible].

Consolidated Balance Sheet, as of Dec. 31 ($000):

	1993	1992	1991
Assets:			
Cash & cash equiv	[illegible]	[illegible]	843,000
Short-term invest-at cost approx mkt	48,000	[illegible]	40,000
Accts & notes receiv	[illegible]	[illegible]	[illegible]
Inventories	1,296,000	[illegible]	1,503,000
Net assets of discont operations	1,180,000	......	......
Def inc tax & other curr assets	322,000	278,000	134,000
Total current assets	6,845,000	5,611,000	[illegible]
Invest & advances	4,664,000	4,513,000	4,112,000
Props, plt & equip, at cost	33,149,000	34,653,000	34,103,000
Deprec, depl & amort	18,978,000	19,427,000	19,159,000
Net props, plt & equip	14,171,000	15,226,000	14,944,000
Deferred charges	606,000	672,000	545,000
Total assets	26,626,000	25,992,000	26,182,000
Liabilities:			
Total	1,694,000	1,960,000	......
Notes pay & curr part of long-term debt	440,000	140,000	1,331,000
Accts pay & accrued liabil	[illegible]	[illegible]	[illegible]
Est inc & other tax	763,000	908,000	1,406,000
Total current liabil	4,786,000	4,225,000	6,290,000
Long-term debt & cap lse oblig	6,157,000	6,441,000	5,173,000
Deferred income taxes	[illegible]	[illegible]	[illegible]
Empl retir benefits	1,104,000	1,102,000	749,000
Defer cr & noncurr liabil	3,636,000	2,693,000	2,795,000
[illegible]	[illegible]	166,000	165,000
Total liabil	16,347,000	16,019,000	16,354,000
Ser C var rate cum pfd stk	367,000	367,000	367,000
Ser G var rate cum pfd stk	381,000	381,000	381,000
Mkt auction pfd shares	300,000	300,000	......
Ser B ESOP conv pfd stk	[illegible]	[illegible]	[illegible]
Ser F ESOP conv cumul pfd stk	[illegible]	549,000	550,000
Unearned empl compens	dr337,000	dr385,000	dr435,000
Common stock	1,714,000	1,714,000	1,714,000
Paid-in cap in excess of par val	655,000	654,000	638,000
Retained earnings	7,463,000	7,312,000	7,314,000
Currency translated adjustment	dr18,000	24,000	19,000
Unreal net gain on invest	56,000	......	......
Total	11,055,000	[illegible]	10,637,000
Less-com stk held in treas, at cost	[illegible]	[illegible]	[illegible]
Tot com stk equity	10,279,000	9,973,000	[illegible]
Total liabil & stk eq	26,626,000	25,992,000	[illegible]
Net current assets	2,109,000	[illegible]	[illegible]

[3]Includes receivables from significant affiliates: 1993 $199,000,000; 1992 $231,000,000; 1991 $200,000,000. [illegible]Allowance for doubtful [illegible] 1993 $28,000,000; 1992 $24,000,000; 1991 [illegible] [illegible] payable to significant affiliates: [illegible] $81,000,000; 1992 $80,000,000; 1991 [illegible] [illegible]Stated value per share: $50; Year end [illegible] 1993 5,334,000; 1992 5,334,000; 1991 [illegible] [illegible] value per share: $100,000 [illegible] shares: 1993 4,000; 1992 4,000; 1991 4,000 [illegible] dation value per share: $250,000; Year end [illegible] 1993 1,000; 1992 1,000. [illegible]Liquidation value [illegible] share: $600; Year end shares: 1993 812,000 [illegible] 821,000; 1991 828,000. [illegible]Liquidation value [illegible] share: $737.50; Year end shares: 1993 66,000; [illegible] 67,000; 1991 68,000. [illegible]Par value $6.25. Au[illegible] shares: 1993 350,000,000; 1992 350,000,000 [illegible] [illegible] shares: [illegible] 15,545,777; 1991 15,799,603.

Long Term Debt: 1. Subsidiary [illegible] Capital Inc. 6⅞% gtd. notes, due 1999:

Rating — A1

AUTH — $200,000,000.
OUTSTG — Dec. 31, 1993, $200,000,000 [illegible]
DATED — July 15, 1992.
DUE — July 15, 1999.
INTEREST — 6⅞% per annum payable [illegible] to holders registered J&J 1.
TRUSTEE — The Chase Manhattan Bank (N.A.) [illegible]
DENOMINATION — Fully registered, $1,000 [illegible] any integral multiple thereof. [illegible] exchangeable without service charge.
CALLABLE — Not callable prior to maturity [illegible]
SECURITY — Not secured. Ranks equally [illegible] ratably with all other unsecured debt. Co. or [illegible] principal subsidiary shall not incur a lien to secure a long-term debt on a principal property, any capital stock or a long-term debt of a principal subsidiary unless: (1) the liens equally and ratably secures the debt securities [illegible] (2) the lien is in existence at the time a corporation merges into or consolidates with Co. or a principal subsidiary or becomes a principal subsidiary; (3) the lien is on a principal property at the time Co. or a principal subsidiary acquires the principal property; (4) the lien secures debt incurred to finance all or some of the purchase price of a principal property or a principal subsidiary; (5) the lien secures debt incurred [illegible] all or some of improvements on a principal property; (6) the lien secures debt of a principal subsidiary owing to Co. or another principal subsidiary; (7) the lien extends, renews or replaces in whole or in part a lien permitted by any clauses (1) through (6); or (8) the secured debt plus all other debt secured by liens on principal properties, capital stock or debt of a principal subsidiary at the [illegible] does not exceed 10% of Co.'s consolidated [illegible] [illegible] assets.
SALE AND LEASEBACK — Co. or any principal subsidiary shall not enter into a sale-leaseback transaction unless: (1) the lease has a term of three years or less; (2) the lease is between Co. and a principal subsidiary or between principal subsidiaries; (3) Co. or a principal subsidiary under the terms of the indenture could create a lien on the principal property to secure debt at least equal in amount to the attributable debt for the lease; or (4) Co. or a principal subsidiary within 120 days of the effective date of the [illegible] [illegible] principal subsidiary at least equal in amount to the fair value of the principal property at the time the principal property is leased or (5) if the [illegible] amounts of the sale-leaseback transaction equal or exceed the fair value of the principal property [illegible] applies the net proceeds to fund investments [illegible] other principal properties which investments were made within twelve months prior to or subsequent to the transaction.
INDENTURE MODIFICATION — Indenture may be modified, except as provided, with consent of 50.1% of notes outstg.
RIGHTS ON DEFAULT — Trustee, or 25% of notes outstg., may declare principal due and payable (30 days grace for payment of interest).
PURPOSE — Proceeds will be lent to Co. or its subsidiaries for working capital, for retirement of [illegible] debt and for other general corporate purposes.
OFFERED — ($200,000,000) at 99.806 plus accrued interest (proceeds to Texaco Capital Inc., 99.181) on July 15, 1992 thru The First Boston Corporation, Morgan Stanley & Co. Inc., Salomon Brothers Inc. and associates.

PRICE RANGE —

	1993	1992
High	107½	102½
Low	98	98

GUARANTEED — As to payment in principal and interest unconditionally gtd by Texaco Inc.

2. Texaco Capital Inc. gtd. debenture [illegible], due 2032:

Rating — A1

AUTH — $150,000,000.
OUTSTG — Dec. 31, 1993, $147,000,000.
DATED — Aug. 1, 1992.
DUE — Aug. 1, 2032.
INTEREST — 8% per annum payable F&A 1 to holders registered J&J 15.
TRUSTEE — The Chase Manhattan Bank, N.A.
DENOMINATION — Fully registered, $1,000 and any integral multiple thereof. Transferable and exchangeable without service charge.

3/2

EXAMPLE 2

SOLUTION

1) Buyer. Texaco Trading & Transportation Inc. (TTTI)
   Seller: Texaco Exploration & Production (TE&P)
2) NON-ARM'S-LENGTH
3) Ask for organizational chart and another source is Moody's Industrial Manual (Soon to be on the Internet)
4) Audit Approach:
   a) Find out what did TTTI do with the production. Was the production consumed internally or sold to another party?
   b) If the production was sold ask for sales contract.
   c) Review the pricing provision and look for any premiums mentioned explicitly.
   d) Ask for TTTI or TE&P Chart of Accounts. Trace premiums or other considerations received through revenue accounts and bookings.
   e) Determine gross proceeds.
   f) **OPTIONAL**: Go to Bench Marks
      i) Ask for TTTI's Contract Universe.
      ii) Identify comparable Arm's-Length Contracts
      iii) Royalty value higher of Gross Proceeds or Bench Mark value.

EXAMPLE 3

1) WHAT TYPE OF CONTRACT IS THIS?
2) WHY?
3) NAME THE PARTIES INVOLVED
4) QUANTITY?
5) PRICING MECHANISM
6) AUDIT APPROACH?

EXCELLENT PRODUCTION COMPANY
CONTRACT FOR CRUDE OIL PURCHASE/SALE

Contract Type: Outright Sale **Date:** 1/01/94

Purchaser: Excellent Refining Company

Seller: Excellent Production Company

1. Quantity & Quality: Excellant Production's owned or controlled share of crude oil production from the Rich Freddie Federal lease in Montana. Approximately 1,000 barrels per day of 30-32 degree gravity API.of crude oil from the Roosevelt Formation.

2. Delivery: Into pipelines or tank truck trailers designated by Excellent Refining. Measurement shall be by tank gauges or through mutually acceptable meters. Title and risk of loss shall pass for Excellant Production to Excellent Refining as the crude oil or condensate enters into the first flange by the mode designated owned or provided by Excellent Refining at delivery point.

3. Transportation Costs/Tariffs: None.

4. Loss Allowance: None.

5. Term: During the period January 1,1994 to December 30,1994 and continuing thereafter subject to cancellation by either party hereto giving the other at least 30 days written notice of such cancellation.

6. Price/Payment: Average postings among Chevron/Mobil/Union (adjusted for gravity). Payment by wire transfer by the 20th of the month following delivery.

Agreed and accepted to:

Paul R. Price
Vice President of Field Operations
Excellent Production Company
729 Baskin Robin Lane
Houston, Texas, 77008

R. Paul Price
Vice President - Crude Oil Purchasing
Excellent Refining Company
729 Baskin Robin Lane
Houston, Texas, 77008

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EXAMPLE 3

SOLUTION

1) NO SALES
2) Sale of production is from AFFILIATE to AFFILIATED REFINER. Intracompany transfer.
3) Seller Excellent Production Buyer Excellent Refining
4) 1,000 barrels per day
5) Contract pricing term: Average posting - Chevron/ Mobil/Union adjusted for gravity.
6) Audit Approach:

   a) Determine if Excellent Refining sold or bought any production from non-affiliated party during the audit period. If so, obtain necessary sales/purchase contract and review pricing terms.
   b) GO TO BENCHMARKS:

FOR THIS EXAMPLE:
Field Roundup Basin: Similar quality of oil, comparable contracts (volume) & duration, market(s) served
Valuation under First Benchmark:

CONTRACT	QUANTITY(BBLS/M)	PRICE($)
A L	580,000	18.65 + 0.75 premium
A L	31,000	18.25 + 0.50 premium
A L	15,000	18.25
Non-A L	320,000	18.10 - Postings
Non-A L	100,000	18.10 - Postings
A L	25,000	17.95 + 0.35 premium

* Royalty Value can never be less than the gross proceeds

EXAMPLE 4

1) TYPE OF AGREEMENT?

2) WHY?

3) QUANTITY

4) BASIS FOR SETTLEMENT?

5) ANY OTHER CONSIDERATION?

6) CAN YOU DETERMINE GROSS PROCEEDS?

FAX TRANSMISSION
Page 1 of 2

November 1, 1993

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Chevron

Chevron U.S.A. Products Company
Supply and Distribution Department
Western Region
Urban West Building
1350 Treat Boulevard
Walnut Creek, CA 94596

Ultramar Inc.
Long Beach, CA
Telefax: (310) 491-7110

Attn: Ms. F. A. Newberry
Mr. G. M. Lemmon

Re: Point Arguello Crude Oil Exchange Agreement
Chevron Contract Number 166021

CONTRACT

This is to confirm Newberry / Bourgeois phonecon October 26, 1993, wherein it was agreed that Ultramar Inc. (UI), and Chevron U.S.A. Products Company, A Division of Chevron U.S.A. Inc. (Chevron), shall enter into a spot barrel-for-barrel crude oil exchange agreement under the following terms and conditions:

1. UI shall deliver and Chevron shall receive as follows:

Del'y Period:	October 1993
Volume:	Exactly 22,000 Barrels
Crude:	Point Arguello
Transport:	Via In-Tank Transfer
Location:	Gaviota Marine Terminal
Title:	Title and risk of loss shall pass from UI to Chevron immediately upon transfer of crude oil.

2. Chevron shall deliver and UI shall receive as follows:

Del'y Period:	November 1993
Volume:	Exactly 22,000 Barrels
Crude:	Point Arguello
Transport:	Via In-Tank Transfer
Location:	Gaviota Marine Terminal
Title:	Title and risk of loss shall pass from Chevron to UI immediately upon transfer of crude oil.

3. Notice: Any notice hereunder shall be in writing and transmitted by personal delivery, telegram, telex, telefax or mail to the following addresses, or to such other addresses as either party may designate in writing.

Contract/Other Correspondence	Invoice/Accounting Matters
Chevron U.S.A. Products Co. Urban West Building 1350 Treat Blvd., Suite 500 Walnut Creek, CA 94596 Telefax: (510) 944-6205 Confirm: (510) 944-6200	Chevron U.S.A. Products Co. P. O. Box W, Section 427 Concord, CA 94524 Telex: 176-490 CHEVR Telefax: (510) 977-7073 Confirm: (510) 977-7148
Ultramar Inc. P. O. Box 93102 Long Beach, CA 90809-3102 Attn: Gary Lemmon, Legal Telefax: (310) 491-7110 Confirm: (310) 491-7142	Ultramar Inc. P. O. Box 466 Hanford, CA 93232-0466 Attn: Rob Harris Telefax: (209) 584-6113 Confirm: (209) 583-5519

4. Basis of Settlement: This agreement shall be on an equal volume basis. Should an imbalance result, UI and Chevron shall settle imbalance by a mutually acceptable procedure.

5. General Provisions: All other terms and conditions not stated within Contract shall be in accordance with Chevron's General Provisions dated December 2, 1991; a copy is available upon request. For terms and conditions not covered by the Contract or Chevron's General Provisions, usual industry practice shall apply.

Would appreciate confirmation by return telefax (510) 944-6205 stating UI's acceptance, or conflict with your understanding of our agreement as stated herein. No reply within three (3) business days will constitute the formal and binding contract between our companies.

Sincerely,

Bharat S/PAB
P. A. Bourgeois
Sr. Supply Representative

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Chevron U.S.A. Products Company
Urban West Building, 1350 Treat Boulevard, Walnut Creek, CA 94596

April 19, 1993

Texaco Trading and Transportation, Inc.
Burbank, CA
Telefax: (818) 841-2525

Attn: Ms. L. L. Sires

CONTRACT

Re: April 1993 Point Arguello Crude Oil Agreement
Chevron Contract Number 149627

Confirming Sires / Bourgeois phonecon March 29, 1993, in which Texaco Trading and Transportation, Inc. (TTTI), and Chevron U.S.A. Products Company, A Division of Chevron U.S.A. Inc. (Chevron), agreed to enter into a new spot buy/sell agreement under the following terms and conditions:

1. TTTI shall sell and Chevron shall purchase as follows:

Del'y Period:	April ~~14 - 15~~ 1-30, 1993
Volume:	3,400 Barrels Per Day
Crude:	Point Arguello
Transport:	Off pipeline loaded FOB onto Chevron's vessel.
Location:	Wickland's Martinez, CA Terminal
Title:	Title and risk of loss shall pass from TTTI to Chevron as the crude oil passes the flanges connecting TTTI's or TTTI's Supplier's delivery hoses to the loading connection of Chevron's vessel.
Gauging and Sampling:	The quality and quantity of all crude oil delivered hereunder shall be determined by a mutually acceptable independent commercial inspector. Chevron shall arrange for the inspection and the cost of which shall be shared equally between TTTI, Chevron and Chemoil. Quantity shall be determined by still gauge of shore tank.
Price: 0.*	Average of Chevron's posted price bulletins as quoted during the month of delivery for Point Arguello 19.0 degree API gravity crude oil. Adjust price as follows: Gravity received shall be assumed to be the same as the gravity Chevron delivers to TTTI at Los Angeles Harbor, Berth 86 on subject contract. For pricing purposes, volume shall be assumed to be delivered on an equal daily quantity basis.

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Invoice:	An invoice for the delivery of Point Arguello Crude Oil shall be sent by TTTI to Chevron as soon as possible after the completion of loading of cargo and receipt of inspection report.
Payment:	Provisional payment shall be made for the delivery hereunder via net wire transfer of immediately available federal funds ten (10) days after completion of loading of cargo. Final payment as mutually agreed between our accounting departments.

2. Chevron shall sell and TTTI shall purchase as follows:

Del'y Period:	April 16 - 17, 1993
Volume:	102,000 Barrels
Crude:	Point Arguello
Transport:	Via Marine Vessel
Location:	Los Angeles Harbor (Berth 86 Long Beach)
Title:	Title and risk of loss shall pass from Chevron to TTTI as the crude oil passes the flanges connecting the vessel's discharge connections to the receiving hoses of TTTI.
Gauging and Sampling:	The quality and quantity of all crude oil delivered hereunder shall be determined by a mutually acceptable independent commercial inspector. Chevron shall arrange for the inspection and the cost of which shall be shared equally between TTTI, Chevron and Chemoil. Quantity shall be determined by still gauge of shore tank.
Price:	Average of Chevron's posted price bulletins as quoted during the month of delivery for Point Arguello 19.0 degree API gravity crude oil. Price adjusted for actual gravity delivered per average of above gravity adjustment scales. For pricing purposes, volume shall be assumed to be delivered on an equal daily quantity basis.
Differential:	TTTI shall pay Chevron $0.90 per net barrel handling differential.
Invoice:	An invoice for the delivery of Point Arguello Crude Oil shall be sent by Chevron to TTTI as soon as possible after the completion of discharge of cargo and receipt of inspection report.
Payment:	Provisional payment shall be made for the delivery hereunder via net wire transfer of immediately available federal funds ten (10) days after completion of discharge of cargo. Final payment as mutually agreed between our accounting departments. Forward payment due Chevron as follows:

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EXAMPLE 4

SOLUTION

1) Exchange Agreement
2) The parties are exchanging production at one location to production at another location.
3) 22,000 barrels
4) Just exchange of equal volume
5) None in the contract. No differentials mentioned.
6) NO.

Ask the company how they priced the crude. Determine if Chevron or Ultramar resold the exchanged production. If so, obtain the sales contract.

AUDIT APPROACH:

A/L Gross Proceeds OR USE BENCH MARKS

Chevron: Chevron exchanged for its crude. What did Ultramar do with 22,000 barrels at Pt. Arguello If sold to a third party as A/L, determine gross proceeds. Other wise use Bench Marks.

Ultramar. Repeat the same steps as you did for Chevron.

TIME Exchange: Why they are ~~not~~ doing it is not clear.
When the royalty due on production.

[illegible]

EXAMPLE 5

1) WHAT TYPE OF AGREEMENT IS THIS?

2) TTTI SALES QUANTITY?
   CHEVRON SALES QUANTITY?

3) BASIS FOR SETTLEMENT

4) ANY OTHER CONSIDERATION?

5) WHAT IS THE AUDIT APPROACH?

DATE: July 1992

TO: STRICKLIN, DOM RAW MATLS SUP
WILSON, PROD. ACCTG. OIL OPRNS
HAUPTMANN, OPRNS P/L WCD

FROM: CRUDE OIL SUPPLY-WOR - M. J. SANDLER

SUBJECT: CRYSEN TRADING & MARKETING, CONTRACT BB-11

ZCZC
/0681478 CRSENER SNA
ATTN: RICK FORTIER
BT
THIS WILL CONFIRM THE SANDLER/FORTIER PHONECON OF 6/11/1992
WHEREBY SHELL OIL COMPANY (SHELL) AND CRYSEN TRADING & MARKETING (CRYSEN) HAVE MUTUALLY AGREED TO THE FOLLOWING BBL/BBL EXCHANGE NO. BB11.

SECTION A - CRYSEN'S DELIVERY TO SHELL

1. QUANTITY AND QUALITY: APPROXIMATELY 4,000 BARRELS PER DAY OF 30-32 DEGREE API GRAVITY FOUR CORNERS PIPELINE NO. 63 MIX TYPE CRUDE OIL.
2. DELIVERY/TITLE/MEASUREMENT: THROUGH MUTUALLY ACCEPTABLE METERS INTO THE FACILITIES OF OR DESIGNATED BY SHELL AT FOUR CORNERS PIPELINE HYNES STATION. TITLE TO AND RISK OF LOSS OF THE OIL SHALL PASS FROM CRYSEN TO SHELL AS THE CRUDE OIL PASSES THE FIRST FLANGE OF SHELL'S DESIGNATED FACILITIES.

SECTION B - SHELL'S DELIVERY TO CRYSEN

1. QUANTITY & QUALITY: A QUANTITY OF 13-14 DEGREE API GRAVITY SAN JOAQUIN VALLEY HEAVY TYPE CRUDE OIL EQUAL TO CRYSEN'S DELIVERY TO SHELL UNDER SECTION "A" ABOVE.

2. DELIVERY/TITLE/MEASUREMENT: TO CRYSEN AT THEIR SOUND REFINERY IN TACOMA, WASHINGTON. MEASUREMENT TO BE BASED ON TANK GAUGES AT THE SOUND REFINERY. TITLE TO AND RISK OF LOSS SHALL PASS FROM SHELL TO CRYSEN WHEN THE CRUDE OIL PASSES THE FLANGE CONNECTION BETWEEN THE DELIVERING VESSEL'S PERMANENT HOSE CONNECTION AND THE SHORE LINE AT DELIVERY POINT. SCHEDULING TO BE AS MUTUALLY AGREED TO BY BOTH PARTIES. INSPECTION WILL BE ARRANGED BY CRYSEN THE COST OF WHICH WILL BE SHARED EQUALLY.

SECTION C - OTHER

1. TERM: DURING THE MONTH OF July 1992 ONLY.

2. QUALITY DIFFERENTIAL: FOR THAT QUANTITY OF CRUDE OIL DELIVERED TO SHELL UNDER SECTION A ABOVE, SHELL AGREES TO PAY $2.34 PER NET BARREL QUALITY DIFFERENTIAL.

3. IMBALANCE PROVISION: ANY CRUDE OIL IMBALANCE IN EXCESS OF 1,000 BARRELS UPON TERMINATION WILL BE SETTLED BY EITHER THE SALE OF THE CRUDE OIL IMBALANCE BY ONE PARTY TO THE OTHER AT A MUTUALLY AGREEABLE PRICE OR BY OTHER MUTUALLY AGREEABLE METHODS. IF THE IMBALANCE IS 1,000 BARRELS OR LESS, THE BUY/SELL EXCHANGE WILL BE CONSIDERED BALANCED.

4. LETTER OF CREDIT: CRYSEN AGREES TO FURNISH AN IRREVOCABLE STANDBY LETTER OF CREDIT IN A FORM AND FROM A BANK ACCEPTABLE TO SHELL AND OF AN AMOUNT AND DURATION SUITABLE IN SHELL'S SOLE OPINION TO COVER THIS AGREEMENT.

5. PAYMENT IS TO BE MADE BY WIRE TRANSFER ON THE 20TH DAY OF THE MONTH FOLLOWING MONTH OF DELIVERY. SHELL WEEKEND/ HOLIDAY PROVISIONS TO APPLY.

ALL OTHER TERMS AND CONDITIONS NOT HEREIN AGREED TO TO WILL BE SETTLED AS MUTUALLY AGREEABLE AND ACCORDING TO INDUSTRY PRACTICE.

UPON YOUR REVIEW AND CONCURRENCE WITH THE ABOVE, PLEASE CONFIRM YOUR AGREEMENT VIA TWX. SHELL WILL ISSUE FORMAL DOCUMENTS.

REGARDS,

ANX SHELL OIL CO/H C BABUSZCZAK/CRUDE OIL SUPPLY-WOR

ADDITIONAL INFORMATION: The spot market price for line 63 (27 API) was $26.01 for July 1992. Quality adjustment for line 63 only was $0.02 per one-tenth gravity difference. The highest posted price for San Joaquin Valley Heavy (SJVH) for July 1992 was (13-14 API)$21.90 for July 1992.

DETERMINE:

(a) the market price for Crysen deliveries at Hynes Station;
(b) the market price for Shell Deliveries at Tacoma, Washington;
(c) Did Shell receive any Premium?
If yes, determine the premium that Shell received.

S O L U T I O N

This exchange allows Shell to receive light crude oil at Wilmington, California, at a profit.

A. A $0.02 per one-tenth API gravity difference for 31° vs. 27° gravity would be $0.80 per barrel. Therefore, the market price for the Line 63 Crude would be $26.81.

B. The market price for the San Juaquin Valley Heavy (SJVH) would be $24.47 ($26.81 - $2.34 quality differential).

C. Yes.

Premium = $24.47 - $21.90 = $2.57/barrels.

Chevron

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Chevron U.S.A. Products Company
Supply and Distribution Department
Western Region
Urban West Building
1350 Treat Boulevard
Walnut Creek, CA 94596

September 8, 1993

Union Oil Company of California, dba Unocal
Los Angeles, CA
Telefax: (213) 977-7478

Attn: Mr. D. K. Pedersen

Re: August 1993 Point Arguello vs.
Ventura Avenue Crude Oil Agreement
Chevron Contract Number 158127

CONTRACT

This is to confirm Pedersen / Srinivasan phonecon July 21, 1993, wherein it was agreed that Union Oil Company of California, dba Unocal (Unocal), and Chevron U.S.A. Products Company, A Division of Chevron U.S.A. Inc. (Chevron), shall enter into a spot buy/sell crude oil agreement under the following terms and conditions:

1. Unocal shall sell and Chevron shall purchase as follows:

Del'y Period:	August 1993
Volume:	2,000 Barrels Per Day
Crude:	Ventura Avenue
Transport:	Via Pipeline
Location:	Shell's Gosnell Facilities
Title:	Title and risk of loss shall pass from Unocal to Chevron as the crude oil enters Chevron's nominated pipeline system from Shell's Gosnell facilities.
Measurement:	The quantity and quality shall be measured in accordance with the latest ASTM Standards and API Manual of Petroleum Measurement Standards (MPMS) generally accepted in the petroleum industry. The quantity of the crude oil deliveries made hereunder shall be determined through mutually acceptable LACT meters whenever possible. If LACT meters are not available, quantity shall be based on tank gauging. The quality of the crude oil deliveries made hereunder shall be determined from samples using automatic samplers. If properly functioning automatic samplers are not available, samples shall be taken manually from the tank.

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Price: Average of Unocal, Texaco and Chevron's posted price bulletins as quoted during the month of delivery for 28.0 degree API gravity Ventura Avenue Crude Oil. Price adjusted for actual gravity delivered per average of above gravity adjustment scales. For pricing purposes, volumes shall be assumed to be delivered on an equal daily quantity basis.

2. Chevron shall sell and Unocal shall purchase as follows:

Del'y Period:	August 1993
Volume:	2,000 Barrels Per Day
Crude:	Point Arguello
Transport:	Via Pipeline
Location:	Point Arguello Pipeline Company Oil Treating Plant (PAPCO), and Gaviota Gas Plant
Title:	Crude Oil - Title and risk of loss of crude oil shall pass from Chevron to Unocal at the PAPCO LACT meter as the crude oil leaves the PAPCO Oil Treating Plant. Natural Gas Liquid - Title and risk of loss of Natural Gas Liquid's (NGL's) shall pass from Chevron to Unocal at the PAPCO NGL LACT (which injects NGL's downstream of the PAPCO Crude Oil LACT) as the NGL's leave the Gaviota Gas Plant.
Measurement:	The quantity and quality of the deliveries made hereunder shall be determined by approved LACT meters ex Gaviota Oil Treating Plant and ex Gaviota Gas Plant. Crude oil measurement and quality determination shall be consistent with current API recommended practices. The quantity delivered for pricing purposes shall be net dry oil at 60 degree F.
Price:	Crude Oil - Average of Unocal, Texaco and Chevron's posted price bulletins as quoted during the month of delivery for 19.0 degree API gravity Point Arguello Crude Oil. Price adjusted for actual gravity delivered per average of above gravity adjustment scales. For pricing purposes, volumes shall be assumed to be delivered on an equal daily quantity basis. NGL - Average of Unocal, Texaco and Chevron's posted price bulletins as quoted during the month of delivery for Point Arguello Crude Oil. Price adjusted up to a maximum of 40.0 degrees API per average of above gravity

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adjustment scales. For pricing purposes, volumes shall be assumed to be delivered on an equal daily quantity basis.

3. Invoices: Invoices shall be sent by the Delivering Party to the Receiving Party by the tenth (10th) day of the month following the month of delivery.

4. Payment: Payment shall be sent via electronic funds transfer by the twentieth (20th) day of the month following the month of delivery per net settlement.

Forward payment due Unocal as follows:
Philadelphia National Bank
Philadelphia, PA 19101
For Credit to:
Union Oil Company of California
Depository Account Number 0147-0944
ABA Number 031000011

Forward payment due Chevron as follows:
Chevron U.S.A. Products Company,
A Division of Chevron U.S.A. Inc.
Account Number 59-51631
First National Bank of Chicago
Chicago, Illinois
ABA Reference Number 071000013

5. Notice: Any notice hereunder shall be in writing and transmitted by personal delivery, telegram, telex, telefax or mail to the following addresses, or to such other addresses as either party may designate in writing.

Contract/Other Correspondence	Invoice/Accounting Matters
Chevron U.S.A. Products Co. Urban West Building 1350 Treat Blvd., Suite 500 Walnut Creek, CA 94596 Telefax: (510) 944-6205 Confirm: (510) 944-6200	Chevron U.S.A. Products Co. P. O. Box W, Section 427 Concord, CA 94524 Telex: 176-490 CHEVR Telefax: (510) 977-7073 Confirm: (510) 977-7148
Unocal Corporation P. O. Box 7600 Los Angeles, CA 90051 Telex: 6505024087 Telefax: (213) 977-7478 Confirm: (213) 977-7600	Unocal Corporation Attn: W. A. McNeil 911/1548 P. O. Box 7600 Los Angeles, CA 90051

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6. Basis of Settlement: This agreement shall be on an equal volume basis. Both parties shall make best efforts to deliver equal volumes as close as operationally practical. Any imbalance of 1,000 barrels or less remaining after the completion of this agreement shall be deemed a straight sale by the overdelivered party to the underdelivered party. Any imbalance in excess of 1,000 barrels shall be liquidated by delivery of the crude oil within sixty (60) days of termination of this agreement, or by any other mutually acceptable procedure.

7. General Provisions: All other terms and conditions not stated herein shall be in accordance with Chevron's General Provisions dated December 2, 1991; a copy is available upon request. For terms and conditions not stated within Contract or Chevron's General Provisions, usual industry practice shall apply.

Would appreciate confirmation by return telefax (510) 944-6205 stating Unocal's acceptance, or conflict with your understanding of our agreement as stated herein. No reply within three (3) business days will constitute the formal and binding contract between our companies.

Sincerely,

Bharat Srinivasan
Sr. Supply Representative

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Texaco Trading and Transportation Inc.
Suite 401
333 North Glenoaks Blvd
Burbank CA 91502

JULY 26, 1993

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TEXACO REFINING AND MARKETING INC.
10 UNIVERSAL PLAZA
UNIVERSAL CITY, CA 91608

ATTENTION: E. E. SHELTON

TTTI SALE NO. 17P85
CONTRACT DATE: MAY 1, 1988
AMENDMENT NO. 43

GENTLEMEN:

THIS SHALL SERVE TO AMEND TTTI SALE CONTRACT NO. 17P85, DATED MAY 1, 1988 BETWEEN TEXACO TRADING AND TRANSPORTATION INC., ("SELLER") AND TEXACO REFINING AND MARKETING INC. ("BUYER"). INHOUSE AMENDMENT NO. 43 ATTACHED, AND TTTI'S GENERAL PROVISIONS WHICH ARE INCORPORATED HEREIN BY REFERENCE, SET FORTH THE TERMS AND CONDITIONS UNDER WHICH SELLER AGREES TO CONTINUE TO SELL AND DELIVER AND BUYER AGREES TO CONTINUE TO PURCHASE AND RECEIVE CRUDE OIL AT THE LOS ANGELES PLANT (LAP).

PLEASE RETURN ONE FULLY EXECUTED COPY OF THIS AMENDED AGREEMENT TO THE ATTENTION OF CONTRACT ADMINISTRATOR.

TEXACO REFINING AND MARKETING INC.

BY: [signature]
MGR Special Business Activities
~~REGIONAL MANAGER~~
~~TITLE~~

TEXACO TRADING AND TRANSPORTATION INC.

BY: [signature]
W. J. FINNERTY
VICE PRESIDENT
WESTERN REGION

DATE: 7/21/93

JULY 26, 1993

EXHIBIT A
AMENDMENT NO. 43

TEXACO REFINING AND MARKETING INC.
10 UNIVERSAL CITY PLAZA
UNIVERSAL CITY, CA 91608

TTTI SALE NO. 17P85
DATED MAY 1, 1988
TRANS. DATE: JULY 23, 1993

TRMI CONTACT: E. E. SHELTON

ITEMS AMENDED: EFFECTIVE JULY 1, 1993, AMEND QUANTITY FROM 58,380 B/D TO 58,580 B/D.

AMEND ATTACHMENT "I" AS FOLLOWS:

- ADD 0.2 MBPD LINE 63 (DILUENT)
- CHANGE CONTRACT NUMBER ON THUMS/WILMINGTON FROM ARCO #36P74 TO ARCO #96P30

AMEND PRICING MECHANISM AS FOLLOWS:

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- ADD ITEM J1
- AMEND ITEM H FROM $1.10 TO $1.00
- AMEND ITEM J TO REFLECT 90.5% OF PIPELINE SHIPMENTS
- AMEND ITEM G1 FROM $0.05 TO $0.41

AMEND ATTACHMENT "II" AS FOLLOWS:

- ADD LINE 63 (DILUENT)
- AMEND POINT ARGUELLO (PIPE) FROM $3.70 TO $3.30. REFLECTS $0.40 DECREASE IN TERMINALLING CHARGES.
- AMEND KERN RIVER (UNIT TRAIN) HANDLING FROM $0.10 TO $0.25

TTTI'S SALE AND DELIVERY TO TRMI - LOS ANGELES PLANT (LAP).

QUALITY: VARIOUS WEST COAST DOMESTIC CRUDE OILS.

QUANTITY: EQUAL TO VOLUMES LISTED IN ATTACHMENT "I", TOTAL APPROXIMATELY 58,580 BARRELS PER DAY.

DELIVERY: INTO THE LOS ANGELES PLANT (LAP) RECEIVING FACILITIES FOR PIPELINE VOLUMES AND WATERBORNE CARGOES.

PRICE: TERM CRUDE SHALL BE PRICED ACCORDING TO THE METHODS SHOWN FOR EACH GRADE OF CRUDE IN ATTACHMENT "I". IN ADDITION TTTI SHALL RECEIVE A HANDLING FEE OF $0.04/GROSS BBL @ 60 DEG. F ON ALL CRUDE OIL DELIVERED. TRANSPORTATION COSTS ARE LISTED IN ATTACHMENT "II".

PAYMENT: DUE ON OR BEFORE THE 20TH OF THE MONTH FOLLOWING THE MONTH OF DELIVERY, BY INTER-COMPANY TRANSFER.

TERM: MAY 1, 1988 TO JUNE 1, 1988 AND CONTINUING MONTH TO MONTH THEREAFTER UNTIL THE 1ST OF THE MONTH FOLLOWING EITHER PARTY'S NINETY (90) DAYS PRIOR WRITTEN NOTICE OF TERMINATION.

FURTHER CONDITIONS:

SPECIAL PROVISIONS:

1) IF DURING ANY MONTH TRMI IS UNABLE TO RECEIVE SOME PORTION OF THE TERM VOLUMES SHOWN IN ATTACHMENT "I", TTTI SHALL ARRANGE FOR ALTERNATE DISPOSITION. TRMI WILL BE CHARGED THE NORMAL TERM PRICE FOR SUCH VOLUMES AND RECEIVE CREDIT OR DEBIT RESULTING FROM THE SALE OF THESE VOLUMES. ALL CHARGES ASSOCIATED WITH THE TURNBACK, E.G., STORAGE, TRANSPORTATION, DEMURRAGE, ETC., WILL BE FOR THE ACCOUNT OF LOS ANGELES PLANT. TTTI WILL ADVISE PLANT PERSONNEL OF THE TOTAL CREDIT OR DEBIT AMOUNT PRIOR TO FINALIZATION OF THE DISPOSITION BY TTTI.
TTTI WILL TELEGRAPH OR FAX CONFIRMATION OF ALL AGREEMENTS WITHIN ONE WORKING DAY.

2) MEASUREMENT FOR PIPELINE DELIVERIES SHALL BE BY ACT METER TICKETS. MEASUREMENT FOR WATERBORNE CARGOES SHALL BE BY RECEIVING SHORE TANK GAUGES, AS VERIFIED BY INDEPENDENT INSPECTION, OR, IN THE CASE OF MOVING TANKS, BY VESSEL GAUGES.

3) A) ANS TERM RECEIPTS WILL BE ACCOUNTED FOR BY VESSEL PAYLOADS. TTTI WILL PROVIDE LAP WITH A LISTING OF THE VESSEL DELIVERIES NO LATER THAN TWO WEEKS PRIOR TO THE MONTH OF DELIVERY, UPDATING AS CHANGES OCCUR.

A FINAL ACCOUNTING OF DELIVERIES BY VESSEL WILL BE PROVIDED TO ACCOUNTING NO LATER THAN THE END OF EACH MONTH FOR THAT MONTH'S DELIVERIES.

B) ANY PRE-DELIVERIES OR LATE DELIVERIES, I.E., OUTSIDE OF THE PLANNED (ORIGINAL) MONTH OF DELIVERY, WILL BE PRICED BASIS THE PLANNED MONTH OF DELIVERY. LAP AND L.A. COMPTROLLERS WILL BE NOTIFIED OF ANY SUCH DELIVERIES.

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4) A) ATTACHMENT II OUTLINES THE TRANSPORTATION COSTS FOR MOVEMENTS BY TEXACO VESSELS. FOR THIRD PARTY VESSELS, TRMI WILL PAY ACCORDING TO THE CHARTER PARTY NEGOTIATED RATE.

B) ALL DEMURRAGE CLAIMS WILL BE SUBMITTED TO LAP FOR APPROVAL, WHICH WILL NOT BE UNREASONABLY WITHHELD, PRIOR TO TRANSMITTAL TO COMPTROLLERS FOR PAYMENT. THE DEMURRAGE PROVISIONS TTTI HAS IN EFFECT WITH THE DELIVERING PARTY WILL DICTATE LAP'S RESPONSIBILITY FOR DEMURRAGE. THE APPLICABLE PROVISIONS WILL BE IDENTIFIED AT THE TIME THE VESSEL SCHEDULE IS MADE AVAILABLE TO LAP.

C) SHOULD CAPACITY ON AN ALTERNATE PIPELINE ROUTING BE AVAILABLE AT A LOWER COST THAN THAT PROVIDED IN ATTACHMENT II, TTTI SHALL EITHER SCHEDULE THE CRUDE ON THE ALTERNATE ROUTING OR REDUCE THE TRANSPORTATION CHARGES TO REFLECT THE LOWER COMPETITIVE RATE.

D) CRUDE OIL WHICH IS ACQUIRED BY TRMI AND FOR TRMI THROUGH PRODUCT/CRUDE EXCHANGES, WHICH TTTI HAS REVIEWED AND CONCURS WITH WILL BE TRANSPORTED BY TTTI AT THE PIPELINE RATES IDENTIFIED IN ATTACHMENT II. TERMINALLING, HANDLING AND/OR GATHERING CHARGES WILL ONLY APPLY IF SUCH COSTS ARE INCURRED BY TTTI.

E) FOR ALL TTTI PIPELINE RATES A RATE ADJUSTMENT FACTOR, WHICH IS A COMBINATION OF THE CONSUMER PRICE INDEX (CPI) AND POWER COST INDEX (PCI), WILL BE APPLIED ANNUALLY. THE NEW RATE WILL BE CALCULATED IN JANUARY OF EACH YEAR BASED ON THE CHANGES IN THE INDEX FOR THE PREVIOUS CALENDAR YEAR. THE CPI WILL BE THE PERCENT CHANGE (+ or -) AS CALCULATED BY THE FEDERAL BUREAU OF LABOR STATISTICS. THE PCI WILL BE THE PERCENT CHANGE (+ or -) AS CALCULATED IN ACCORDANCE WITH ATTACHMENT II-A.

THE ADJUSTMENT FACTOR WILL BE CALCULATED BY ADDING THE CPI TO THE PCI AND DIVIDING BY TWO. THE ADJUSTMENT FACTOR WOULD THEN BE APPLIED TO ALL THE TRANSPORTATION DIFFERENTIALS TO DETERMINE THE NEW RATES. RATES WILL BE ROUNDED TO THE NEAREST .10%. COPIES OF THE RATES WILL BE PROVIDED TO BOTH TRMI AND PIPELINE ACCOUNTING. AFTER A 10-DAY REVIEW PERIOD, THE RATES WILL AUTOMATICALLY BECOME EFFECTIVE ON APRIL 1.

THE GATHERING AND HANDLING FEE WILL BE ADJUSTED BASIS THE CONSUMER PRICE INDEX ONLY. THE TIMING AND PROCEDURES ARE CONSISTENT WITH CHANGES TO THE PIPELINE RATES, AS DESCRIBED ABOVE.

5) TRMI IS RESPONSIBLE FOR THE ACTUAL LOSS ALLOWANCES FOR WATERBORNE CARGOES OTHER THAN THOSE CONTRACTS INVOLVING OUTTURN SHORETANK DELIVERIES. PIPELINE LOSS ALLOWANCE IS IN ACCORDANCE WITH THE PUBLISHED LOSS ALLOWANCE FOR COMMON CARRIERS AND .25% PER NET BARREL FOR TTTI PIPELINE MOVEMENTS.

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6) FOR THE EQUITY AVAILS MADE AVAILABLE TO THE PLANT, THE FOLLOWING WILL APPLY:

A) SHOULD THIS SUPPLY DECREASE OR BE ELIMINATED BY TPI'S SALE OF SUCH PROPERTY OR BY OPERATIONAL PROBLEMS. TTTI HAS NO OBLIGATION TO REPLACE THESE AVAILS AT THE EXISTING PRICE.

TTTI WILL ENDEAVOR TO REPLACE ANY LOSS OF EQUITY SUPPLY THROUGH MARKET TRANSACTIONS FOR WHICH THE PRICE IS AGREED TO BY THE PLANT.

B) SHOULD THIS SUPPLY INCREASE BY TPI'S PURCHASE OF SUCH PROPERTY OR BY OPERATIONAL IMPROVEMENTS, TTTI WILL OFFER THESE AVAILS TO TRMI AT TTTI'S ACQUISITION PRICE FROM TPI, PLUS THE APPROPRIATE GATHERING/HANDLING COSTS. FROM THE DATE OF TTTI'S WRITTEN NOTICE, TRMI WILL HAVE THIRTY (30) DAYS TO MAKE A TERM COMMITMENT TO ADD THESE VOLUMES TO THIS TERM CONTRACT.

C) TPI'S PRODUCTION FOR 1988 WILL BE USED AS THE BASE YEAR TO ALLOCATE THE ABOVE INCREASES OR DECREASES. IN SELECT AREAS/FIELDS WHERE TRMI IS THE EXCLUSIVE PURCHASER, THE INCREASE OR DECREASE WILL HAVE 100% ALLOCATION TO TRMI. IN AREAS/FIELDS WHERE TRMI IS A PARTIAL PURCHASER, THE INCREASE OR DECREASE WILL BE HANDLED ON A PRO RATA SHARE BASIS.

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TEXACO TRADING AND TRANSPORTATION INC. TTTI #17P85
AND TRMI - LOS ANGELES PLANT

ATTACHMENT "I"

GRADE	API	TERM APPROX VOLUME (MBPD)	PRICE
BETA (FMI HYDROCARBONS #96P16)	14	2.0	A
HUNTINGTON BEACH (ANGUS PET. #76P77)	20	0.6**	B
KERN RIVER (VIA UNIT TRAIN)	13	5.0	C
SIGNAL HILL	22	0.7*	C
SIGNAL HILL (ENRON #76P22)	22	0.5	C1
WILMINGTON (PACIFIC ENERGY RESOURCES #76P96)	14	0.4	D
WILMINGTON (TERMO #76P95)	14	0.1	D
THUMS/TOPCO (EASTEX #76P74)	15-18	5.3	F
THUMS/TOWNLOT (EXXON #35P98)	15-18	1.7	F1
THUMS/TOWNLOT (ORYX #76P94)	15-18	0.4	F2
THUMS/WILMINGTON (ARCO #96P30)	17	5.0	G1
THUMS/WILMINGTON (CHEVRON #15P89)	17	1.0	G2
THUMS/WILMINGTON (TRMI KOCH CONTRACT)	17	2.0	G3
N. WILMINGTON (N. WILMINGTON #56P79)	17	0.5	G4
THUMS/WILMINGTON (CITY OF LONG BEACH)	17	0.2	G7
N. WILMINGTON (L.A. HARBOR #16P96)	17	0.01	G10
N. WILMINGTON (COOPER & BRAIN #56P27)	17	0.1	G11
N. WILMINGTON (TPI #16R98)	17	0.1	G11
REFINERY FEE/YOUNGSTOWN (PACIFIC ENERGY #36P54)	17	0.07	G11
WEST L.A. MIX	28	15.0	H
VARIOUS L.A. BASIN TRUCK	12-30	2.5	I
* POINT ARGUELLO (ORYX #76P41)	19	3.8*	J
* POINT ARGUELLO (TTTI EQUITY)	19	7.9*	J
LINE 63 (DILUENT)	28	0.2	J1
PLACERITA TRUCK (ARCO #76P36)	12	3.5	K
		58.58	

* OR ALL EQUITY AVAILS
** OR ALL AVAILS
PRICING MECHANISMS.

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A. THE AVERAGE OF CHEVRON, MOBIL, TTTI AND UNOCAL'S POSTED PRICE FOR WILMINGTON TYPE CRUDE OIL, ADJUSTED FOR ACTUAL GRAVITY ADJUSTED, LESS SULFUR ADJUSTMENT OF $0.05 PER 1/10TH PERCENT SULFUR ABOVE 1.5 PERCENT, PLUS $0.20 PER NET BARREL MARKET ADJUSTMENT.

TRANSPORTATION COSTS AND ANY APPLICABLE TAXES. DELIVERIES DEEMED TO BE EQUAL DAILY QUANTITIES.

B. THE AVERAGE OF CHEVRON AND TTITS POSTED PRICE FOR HUNTINGTON BEACH TYPE CRUDE OIL, ADJUSTED FOR GRAVITY, PLUS $0.15 PER NET BARREL MARKET ADJUSTMENT AND $0.10 PER NET BARREL EXCHANGE DIFFERENTIAL. DELIVERIES DEEMED TO BE EQUAL DAILY QUANTITIES.

C. TTITS POSTING FOR THIS CRUDE, ADJUSTED FOR GRAVITY, PLUS TRANSPORTATION COSTS, IN-TRANSIT LOSSES, INSPECTION FEES AND APPLICABLE TAXES. DELIVERIES DEEMED TO BE EQUAL DAILY QUANTITIES.

C1. THE AVERAGE OF CHEVRON, MOBIL, TTTI AND UNOCAL POSTED PRICE FOR LONG BEACH (SIGNAL HILL) TYPE CRUDE OIL, ADJUSTED FOR ACTUAL GRAVITY DELIVERED. DELIVERIES DEEMED TO BE EQUAL DAILY QUANTITIES.

D. TTITS POSTED PRICE FOR WILMINGTON TYPE CRUDE OIL, ADJUSTED FOR ACTUAL GRAVITY DELIVERED, PLUS $0.15 PER NET BARREL MARKET ADJUSTMENT. DELIVERIES DEEMED TO BE EQUAL DAILY QUANTITIES.

F. AVERAGE OF POSTINGS FOR CHEVRON, TTTI, MOBIL AND UNOCAL FOR WILMINGTON TYPE CRUDE OIL, ADJUSTED UP OR DOWN FOR GRAVITY DELIVERED PLUS $0.50 PER NET BARREL MARKET ADJUSTMENT.

F1. THE AVERAGE OF CHEVRON, MOBIL, TTTI AND UNOCAL'S POSTED PRICE FOR WILMINGTON TYPE CRUDE OIL, ADJUSTED FOR ACTUAL GRAVITY DELIVERED, PLUS $0.10 PER NET BARREL LOCATION DIFFERENTIAL, TRANSPORTATION COSTS AND APPLICABLE TAXES. DELIVERIES DEEMED TO BE EQUAL DAILY QUANTITIES.

F2. THE AVERAGE OF MOBIL, UNOCAL AND TTITS POSTED PRICE FOR WILMINGTON TYPE CRUDE OIL, ADJUSTED FOR ACTUAL GRAVITY DELIVERED, PLUS $0.15 PER NET BARREL MARKET ADJUSTMENT. DELIVERIES DEEMED TO BE EQUAL DAILY QUANTITIES.

G1. THE AVERAGE OF CHEVRON, MOBIL, TEXACO TRADING AND TRANSPORTATION INC. AND UNOCAL'S POSTED PRICE FOR WILMINGTON TYPE CRUDE OIL, PLUS $0.41 PER NET BARREL MARKET ADJUSTMENT, PLUS TRANSPORTATION COSTS AND APPLICABLE TAXES. DELIVERIES DEEMED TO BE EQUAL DAILY QUANTITIES.

G2. THE AVERAGE OF CHEVRON, MOBIL, TTTI AND UNOCAL'S POSTED PRICE FOR WILMINGTON THUMS TYPE CRUDE OIL, ADJUSTED FOR GRAVITY DELIVERED, PLUS $0.30 PER NET BARREL EXCHANGE DIFFERENTIAL. DELIVERIES DEEMED TO BE EQUAL DAILY QUANTITIES.

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G3. FOR 2,000 BARRELS PER DAY RECEIVED BY TRMI FROM KOCH COLLECT TRANSPORTATION COST AND APPLICABLE TAXES. DELIVERIES DEEMED TO BE EQUAL DAILY QUANTITIES.

G4. TEXACO TRADING AND TRANSPORTATION INC.'S POSTED PRICE FOR WILMINGTON TYPE CRUDE OIL, ADJUSTED UP OR DOWN FOR ACTUAL GRAVITY DELIVERED, PLUS $.25 PER NET BARREL MARKET ADJUSTMENT, BASED ON EQUAL DAILY QUANTITIES, PLUS TRANSPORTATION COSTS AND APPLICABLE TAXES. DELIVERIES DEEMED TO BE EQUAL DAILY QUANTITIES.

G7. THE AVERAGE OF CHEVRON, MOBIL, UNOCAL AND TTTI'S POSTED PRICE FOR LONG BEACH (SIGNAL HILL), HUNTINGTON BEACH AND INGLEWOOD TYPE CRUDE OIL, ADJUSTED FOR ACTUAL GRAVITY DELIVERED PLUS $0.16 PER NET BARREL MARKET ADJUSTMENT.

G10. AVERAGE OF CHEVRON, MOBIL, TTTI AND UNOCAL'S POSTED PRICE FOR WILMINGTON TYPE CRUDE OIL, ADJUSTED FOR ACTUAL GRAVITY DELIVERED, PLUS TRANSPORTATION COSTS AND APPLICABLE TAXES. DELIVERIES DEEMED TO BE EQUAL DAILY QUANTITIES.

G11. TEXACO TRADING AND TRANSPORTATION INC.'S POSTED PRICE FOR WILMINGTON TYPE CRUDE OIL, ADJUSTED FOR ACTUAL GRAVITY DELIVERED, PLUS TRANSPORTATION COSTS AND APPLICABLE TAXES. DELIVERIES DEEMED TO BE EQUAL DAILY QUANTITIES.

H. AVERAGE OF CHEVRON TTTI AND UNOCAL'S POSTED PRICE FOR BUENA VISTA TYPE CRUDE OIL, ADJUSTED FOR GRAVITY BASIS FOUR CORNERS GRAVITY BANK, PLUS $1.00 PER NET BARREL LOCATION DIFFERENTIAL, IN-TRANSIT LOSSES, INSPECTION FEES AND APPLICABLE TAXES. DELIVERIES DEEMED TO BE EQUAL DAILY QUANTITIES.

I. TTTI'S POSTED PRICE FOR LONG BEACH (SIGNAL HILL) TYPE CRUDE OIL, LESS $0.23 PER NET BARREL.

J. TEXACO TRADING AND TRANSPORTATION INC.'S POSTED PRICE FOR POINT ARGUELLO TYPE CRUDE OIL ADJUSTED UP OR DOWN FOR ACTUAL GRAVITY DELIVERED, PLUS TRANSPORTATION COSTS AND APPLICABLE TAXES. DELIVERIES DEEMED TO BE EQUAL DAILY QUANTITIES.

NOTE. VOLUME TO EQUAL 90.5% OF PIPELINE SHIPMENTS.

J1. AVERAGE OF CHEVRON, TTTI AND UNOCAL'S POSTED PRICE FOR BUENA VISTA TYPE CRUDE OIL, ADJUSTED FOR ACTUAL GRAVITY DELIVERED BASIS

THE FOUR CORNERS PIPELINE GRAVITY BANK PLUS TRANSPORTATION COSTS AND APPLICABLE TAXES. DELIVERIES DEEMED EQUAL DAILY QUANTITIES.

NOTE: VOLUME TO EQUAL 9.5% OF POINT ARGUELLO PIPELINE SHIPMENTS.

K. AVERAGE OF CHEVRON, MOBIL, UNOCAL AND TTTTS POSTED PRICE FOR PLACERITA TYPE CRUDE OIL, ADJUSTED FOR ACTUAL GRAVITY DELIVERED, PLUS TRANSPORTATION COSTS AND APPLICABLE TAXES. DELIVERIES DEEMED TO BE EQUAL DAILY QUANTITIES.

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TEXACO TRADING AND TRANSPORTATION INC. TTTI #17P85
AND TRMI - LOS ANGELES PLANT
TRANSPORTATION COSTS
($/BBL)

ATTACHMENT "II"

GRADE	PIPELINE	VESSEL TRUCK	TERMINALLING GATHERING (HANDLING)	TOTAL
HUNTINGTON BEACH	.19	–	.05	.24
KERN RIVER (UNIT TRAIN)	1.79 (1)	–	.25	2.04 (1)
LOMITA	.17	–	.05	.22
SIGNAL HILL	.12	–	.12	.24
THUMS/TOPCO	.11	–	.11	.22
THUMS/WILMINGTON	.14	–	.05	.19
HARBOR AREA TRUNK LINE (POI)	.21	–	.05	.26
HARBOR AREA GATHERING SYSTEM	.24	–	.12	.36
WEST L.A. MIX	.085	–	.05	.135
VARIOUS L.A. BASIN TRUCK	–	.77	.05	.82
* POINT ARGUELLO (PIPE)	3.30	–	–	3.30
LINE 63 (DILUENT)	1.51	–	–	1.51
PLACERITA TRUCK	–	1.23	.12	1.35
BETA	.23	–	.12	.35

1) ADJUSTED TO UNIT TRAIN CONTRACT PRICE (SEE ATTACHMENT IV).
2) REDUCTION DUE TO NEW PIPELINE BLENDING THROUGH TTTI EMIDIO

NOTE. ALL TRANSPORTATION COSTS BASED ON GROSS BARRELS.

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TEXACO TRADING AND TRANSPORTATION INC.
GENERAL PROVISIONS

SPECIFIC TERMS: The specific terms of the Contract between the Buyer and the Seller, including a description of the crude oil, condensate and/or natural gas liquids hydrocarbons (liquid hydrocarbons), quantity, price, shipment and payment terms, are set forth in separate agreements between Buyer and Seller which supersede with the [illegible] terms [illegible] Contracts between the parties. In the event of any inconsistency between the General terms below and such specific terms, the specific terms shall prevail.

WARRANTY OF TITLE: The Seller warrants good title to all liquid hydrocarbons delivered pursuant to this Contract and warrants that such shall be free from all royalties, liens, encumbrances, and all adverse forces. Federal, State and local taxes that are imposed upon the possession and/or ownership of liquid hydrocarbons from the possession thereof through the date of delivery. Seller further warrants that such liquid hydrocarbons have been produced, handled and transported to the point of delivery in accordance with all applicable laws, rules and regulations of all local, State and Federal authorities. Seller further warrants that all liquid hydrocarbons will be merchantable. Merchantable liquid hydrocarbons are defined as marketable liquid hydrocarbons of the type and form in the specific agreements between the parties which are suitable for normal refinery processing, meet the specifications or delivery standards and are free of foreign contaminants and extraneous substances, not limited to, chlorinated and oxygenated hydrocarbons. Buyer shall be liable for and shall pay to the proper governmental authorities any type of additional Federal, State, municipal, or other governmental [illegible] taxes or other like assessments or charges that may be applicable to liquid hydrocarbons after the point of delivery. If any tax imposed by 26 U. S. C. Sec. 4611 (the tax on petroleum under the Superfund Amendments and Reauthorization Act of 1986) shall be applicable, after the point of delivery, to a purchase, sale or exchange pursuant to this Contract, the Buyer will be liable for payment and shall be responsible for remittance of such tax to the appropriate governmental authority.

TITLE AND RISK OF LOSS: Title to, possession of and risk of loss of liquid hydrocarbons shall pass to the Buyer at the liquid hydrocarbons have been delivered or received owned or controlled by the Seller, or owned or controlled by a party contracted to make delivery on behalf of the Seller, into equipment owned or controlled by the Buyer, or owned or controlled by a party contracted to take delivery on behalf of the Buyer. Provided, however, that if liquid or gas hydrocarbons have been [illegible] prior to the point of delivery, title to, possession of and risk of loss of liquid hydrocarbons shall pass to Buyer as the liquid hydrocarbons are deemed transferred. Such shall be deemed transferred to Buyer upon commingling or deep in line transfer with quantity determined, when available, in accordance with the transfer measurement or other method used by the carrier or owners locally.

EQUAL DELIVERIES: For purposes of determining price, liquid hydrocarbons delivered during any given month hereunder shall be deemed to have been delivered in equal daily quantities during such month except as follows: Deliveries of liquid hydrocarbons at more frequent times on meter tickets shall be deemed to have been delivered in equal daily quantities during the period covered by the meter ticket and deliveries of liquid hydrocarbons at longer intervals shall be deemed to have been delivered on the date recorded on such run ticket issued by the designated carrier.

MEASUREMENTS AND TESTS: All measurements hereunder shall represent one hundred percent (100%) volume with such volume and gravity adjusted to sixty degrees (60) Fahrenheit temperature. Procedures for measuring and testing, except for deliveries through positive displacement-type delivery shall be according to ASTM published methods then in effect. Procedures for such positive-type delivery shall be according to the latest ASME-API published methods then in effect. The liquid hydrocarbons delivered hereunder shall be merchantable and acceptable to the carrier involved and full deduction shall be made for all BS&W content according to the latest ASTM standard methods then in effect. Should either party [illegible] a representative present during such measuring and testing, the measurements and tests of the other party will be accepted.

CONFIRMATION OF DELIVERY: Confirmation of delivery shall be based on the actual [illegible] such delivery or allocation [illegible] issued by the carriers involved.

CONFIRMATION OF EXCHANGE BALANCES: If this Contract is for the exchange of liquid hydrocarbons and is in effect for more than 60 days after delivery hereunder is commenced, each party agrees to confirm in writing to the other party the status, in barrels of liquid hydrocarbons of exchange and reciprocal obligations to deliver liquid hydrocarbons.

DIVISION ORDERS: In the event either party signs a division order in favor of the other party pertaining to the subject of the Contract, the terms of this Contract shall supersede the terms of such division order to the extent that there may be a conflict between the two.

FINANCIAL RESPONSIBILITY: Should Buyer's credit or financial responsibility become unsatisfactory to Seller at any time while a Contract is in effect between the parties, cash payments or security satisfactory to Seller may be required by Seller before proceeding. In the event either party (the "Non-Performing Party") shall (i) make an assignment or any general arrangement for the benefit of creditors, (ii) default in the payment or performance of any contract between the parties, (iii) file a petition or suffer commencement of involuntary petition against it, (iv) otherwise become bankrupt or insolvent within the meaning of applicable law, (v) be unable to pay its debts as they fall due, or (vi) fail to give adequate security for, or assurance of its ability to perform its obligations under any contract between the parties within 48 hours of a reasonable request therefor, then in any such event the other party (the "Performing Party") shall have the right to (i) withhold shipments or terminate any or all contracts between the parties without notice, and/or (ii) immediately liquidate any or all forward contracts then outstanding between the parties, by closing out such open forward contract by buying from the Non-Performing Party the material purchased and sold thereunder and calculating market damages equal to the differences, if any, between the value specified in such contract and the then prevailing market price as determined by the Performing party, setting off all market damages so determined and payable by each of the parties to the other, setting off all sums paid by either party to secure the obligations of the other party (including all payments due the other party with respect to deliveries received from such other party, which payments, prior to payment, shall be deemed to be held by such party as trustee to secure the other party's obligations from such to later delivery) whereupon all such amounts shall be aggregated or netted to a single liquidated amount payable which shall be paid by the party owing the greater such amount to the other. The exercise by either party of any right reserved under this paragraph shall be in addition to, and not in substitution or abrogation of, any other rights which such party may have (whether by operation of law or otherwise), including any rights and remedies under the Uniform Commercial Code.

ASSIGNMENT: Neither Party shall assign this Contract without the prior written consent of the other.

TERMINATION AGREEMENT: The parties agree that any summary of liquid hydrocarbons, due and owing or to become due from one party to the other pursuant to the Contract, may be waived or otherwise settled by mutual agreement of the parties, in writing, without notice [illegible] other than that which is set forth in the Contract.

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Yabucoa Refinery
Box 186
Yabucoa, PR 00767
Ph: 809-893-2070
John M. Shea — *Refinery, Manager*

TESORO PETROLEUM CORPORATION
8700 Tesoro Drive
San Antonio, TX 78217
Ph: 512-828-8484
Fax: 512-828-8600
Telex: 76-7317; 76-7553

Tesoro Petroleum Corporation is engaged in various segments of the energy industry including refining and marketing exploration; development and production of crude oil and natural gas; and oilfield supply and distribution .

Tesoro Alaska Petroleum Company, a wholly owned subsidiary, operates a refinery at Kenai, Alaska, with an existing capacity of 72,000 barrels per day. The refinery is capable of producing liquefied petroleum gas, gasoline, jet fuel, diesel fuel, heating oil and residual fuel oil.

Tesoro Petroleum Distributing Company, a wholly owned subsidiary, specializes in distributing fuel oils and lubricants, principally to drilling contractors and others for use in oil and gas exploration and production activities. Operating through 18 strategically located terminals along the Gulf Coast from Texas, Louisiana and in California the company is able to supply both offshore and inland operations.

In addition to its U.S. operations, Tesoro Petroleum Corporation is active in Bolivia.

All of the company's Bolivian operations are conducted through a wholly owned subsidiary, Tesoro Bolivia Petroleum Company. This subsidiary is operator under two Contracts of Operation with Yacimientos Petrolíferos Fiscales Bolivianos (YPFB), the state-owned petroleum company, for two exploration/production blocks in the Chaco Basin, approximately 540 miles southeast of La Paz.

At fiscal year-end September 1991, Tesoro Petroleum had total assets of $500.4 million.

Charles Wohlstetter — *Chairman*
Michael D. Burke — *President and Chief Executive Officer*
James W. Queen — *Senior Vice President, Oilfield Products Distribution*
Perry W. Woofter — *Senior Vice President, Government Relations*
Bruce A. Smith — *Vice President and Chief Financial Officer*
William M. Sims — *Vice President, Environmental Products*
Don E. Beere — *Vice President, Controller*
James E. Duncan — *Vice President, Treasurer*

Tesoro Alaska Petroleum Company
(Subsidiary of Tesoro Petroleum Corporation)
3230 C Street
Box 190272
Anchorage, AK 99519-0272
Ph: 907-561-5521
Fax: 907-561-5047
Telex: 25-223

Gene Burden — *Senior Vice President, Marketing*
Mark S. Necessary — *Senior Vice President, Refining*
Don W. Reep — *Senior Vice President, Supply and Distribution*

Kenai Refinery
Box 3691
Kenai, AK 99611
Ph: 907-776-8191
Telex: 25365

The Kenai Refinery's rated capacity is 72,000 barrels per day.

Mark Necessary — *Vice President*
Jose Verdin — *Superintendent, Operations*

Tesoro Petroleum Distributing Company
PEDCO
(Subsidiary of Tesoro Petroleum Corporation)
Box 23278
Harahan, LA 70183
Ph: 504-733-6700
TWX: 810-951-5244

Tesoro Petroleum Distributing Company is principally engaged in supplying fuel and lubricants in support of both onshore and offshore drilling activity.

James W. Queen — *Senior Vice President*
George Dodgen — *Vice President, Marine Division*
Evan Fullmer — *Vice President, Land Division*

Tesoro Bolivia Petroleum Company
(Subsidiary of Tesoro Petroleum Corporation)
Casilla 2449
Carretera Cochabamba KM 3 1/2
Santa Cruz
Bolivia
Ph: 31062
Telex: 355-4269

Larry Blackwell — *Vice President and General Manager*

Tesoro Alaska Pipeline Company
(Subsidiary of Tesoro Petroleum Corporation)
3230 C Street
Box 190272 (99519-0272)
Anchorage, AK 99502
Ph: 907-561-5521
Telex: 090-25223

M. James Schenck — *Manager, Operations*

Tesoro Refining, Marketing & Supply Company
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Dorn W. Reep — *Senior Vice President, Supply and Distribution*

Long Beach Office
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Ph: 310-436-5660
Fax: 310-436-5661
Telex: 75-8250

Jeffery B. Fabian — *Vice President, Marketing*
Randall L. Chin — *Vice President, Supply and Distribution*

TEXACO INC.
2000 Westchester Avenue
White Plains, NY 10650
Ph: 914-253-4000
Fax: 914-253-7753
Telex: 1791144

Texaco Inc., formerly known as The Texas Company, was founded in 1902 at Beaumont, Texas by oilman Joseph Guffey and investor Arnold Schlaet of New York City. Initially capitalized at $3 million, Texaco at year-end 1988, was a company of some 42,000 people with assets over $26 billion. Texaco is vertically integrated, engaged in all aspects of the petroleum business, from the exploration, production, transportation, refining, and marketing of crude oil and refined products, to the manufacturing and sale of petrochemicals.

Texaco's first big oil discovery came in January, 1903 at Sour Lake, Texas. To use the plentiful crude, the company built its first refinery at Port Arthur, Texas. The expansion of sales outlets was the next project for the company and in 1905, it entered the European market. By 1908, its sales operations in the United States covered all except five western states.

To keep pace with the immense increase in gasoline demand brought on by the growing popularity of automobiles after World War I, Texaco developed a refining process that greatly increased the yield of gasoline from each barrel of crude oil. At a time when crude was being refined in batches, Texaco's Holmes-Manley process was the first continuous process for refining crude.

With the acquisition of California Petroleum in 1928, Texaco became the first oil company to market in all 48 states.

In 1936, Texaco's exploration and producing interests went to the Middle East through a joint venture with Standard Oil of California (now Chevron) in Saudi Arabia in what would later become the Arabian American Oil Company (Aramco). Other joint ventures in 1936 were Caltex Petroleum Corporation, founded through consolidation of Texaco's marketing facilities east of Suez with the producing and refining interests of Chevron on Bahrain Island in the Middle East; and a 50 percent interest in Caltex Pacific Indonesia, a company holding concessions in Sumatra and Java.

A nonprofit operation, requested by the Government during World War II and operated by Texaco and other companies, was the Neches Butane Products Company at Port Neches, Texas, which manufactured butadiene, a principal ingredient for synthetic rubber. Also during the war, Jefferson Chemical Company (50% owned) was organized in 1944 to strengthen Texaco's interests in the newly developing petrochemical industry. Texaco's activities in the rapidly growing field of petrochemicals were expanded considerably from the 1950s through the '70s. Realizing the benefits of recent investments to improve operating efficiency and expand production capacity, Texaco's petrochemical operations enjoyed record worldwide operating earnings in 1988.

In the post-war years, Texaco greatly increased its expenditures for producing, manufacturing, transportation, research and marketing facilities in anticipation of a mounting, post-war demand for petroleum products. The Texaco tanker fleet was expanded, and additional pipe lines and plant and terminal facilities were built worldwide.

Of the many facilities completed during these post-war years, one of the most important was a modern laboratory for exploration and producing research at Bellaire, Texas. Worldwide, Texaco continues the research for development of new and improved products, for improved processes in petroleum and petrochemical refining, and for exploration and producing technology.

Today, Texaco is either directly, or through stock ownership in other operating companies, engaged in all phases of the petroleum industry in almost every part of the free world.

Texaco Inc. and subsidiaries, including equity in an affiliate, had average daily net production of 990,000 barrels of crude oil and natural gas liquids worldwide in 1988.

Texaco's United States oil and gas producing properties include large areas of the Gulf of Mexico, off Texas and Louisiana, where it is the industry leader, onshore and offshore areas of California, and large onshore acreage holdings in Texas, Oklahoma, Louisiana, Wyoming and New Mexico.

A Frontier Exploration Department, set up in 1987, marked a redirection of emphasis toward wildcat drilling in remote locations in South America, Asia and the Arctic seas.

At the end of 1988, Texaco has interests in four refineries in the United States and some 20 plants overseas. The company wholly owned some 11,000 miles of pipe lines and had varying interests in some 25,000 miles of crude and product pipe lines at December 31, 1988. Its oceangoing tanker fleets consisted of 45 oceangoing vessels owned or operated under term charter, totaling 5.2 million deadweight tons.

At year-end 1988, Texaco and its subsidiaries and affiliates were marketing through tens of thousands of retail outlets in more than 140 countries or territories.

Principal marketing areas, in addition to the United States and Europe, include the Pacific Basin - the world's fastest growing market for petroleum - where Caltex Petroleum Corporation holds an 18 percent market share, and areas of Latin America where Texaco subsidiaries are market leaders.

A major event in the company's history occurred on February 17, 1984, when Texaco completed the acquisition of the Getty Oil Company and merged most of its integrated oil and gas operations into Texaco. Among the most important of the assets acquired through Getty were estimated worldwide net proved reserves of 1.6 billion barrels of crude oil, condensate, and natural gas liquids, and 2.5 trillion cubic feet of natural gas. Acquiring these reserves more than doubled Texaco's United States liquids reserve base. Getty's principal overseas reserves were in the United Kingdom sector of the North Sea and in the Partioned Neutral Zone between Saudi Arabia and Kuwait.

On December 10, 1985, a Texas State District Court ruled that Texaco's acquisition of Getty had interfered with an earlier merger agreement between Pennzoil and Getty. The $11.1 billion judgment, complicated by bond and lien provisions of the state of Texas while the case was on appeal, led Texaco to seek protection of the Federal Bankruptcy Court in April 1987. Despite calls for a review of the judgment by the United States Securities and Exchange Commission, and the highest legal officers of the states whose laws governed the case, the Texas Supreme Court refused to hear Texaco's appeal.

The company emerged from Chapter 11 on April 7, 1988, following Bankruptcy Court approval of a plan of reorganization for Texaco that included a $3-billion settlement of the Pennzoil litigation.

Following emergence from Chapter 11, Texaco embarked on a program of asset restructuring which included: the sale of the company's interest in Texaco Canada to Imperial Oil for $3.24 billion; the sale of Deutsche Texaco AG for more than $1.22 billion; the formation of Star Enterprise, a joint venture with the Saudi Arabian government to refine, distribute, and market petroleum products under the Texaco trademark in 23 East Coast and Gulf Coast states and the District of Columbia. Texaco realized a cash benefit of approximately $1.8 billion through formation of this joint venture.

In 1988, Texaco was ranked as the third largest United States petroleum company with total revenues of more than $32.6 billion. The company had a net income of $1.3 billion in 1988.

Alfred C. DeCrane, Jr. — *Chairman*
James W. Kinnear — *President, Chief Executive Officer and Director*
William G. Barron, Jr. — *Senior Vice President*
James L. Dunlap — *Senior Vice President*
Allen J. Krowe — *Senior Vice President and Chief Financial Officer*
William K. Tell, Jr. — *Senior Vice President*
Stephen M. Turner — *Senior Vice President and General Counsel*
Elton G. Yates — *Senior Vice President*
Richard R. Dickinson — *Vice President, Technology*
Elizabeth P. Smith — *Vice President, Investor Relations and Shareholder Services*
William P. Doyle — *Vice President*
Carl B. Davidson — *Vice President and Secretary*
John D. Ambler — *Vice President, Human Resources*
J. Donald Annett — *Vice President*
Glenn F. Tilton — *Vice President*
David C. Crikelair — *Vice President*
Donald H. Schmude — *Vice President*
Patrick J. Lynch — *Vice President and Comptroller*
Michael N. Ambler — *General Tax Counsel*
Robert W. Ulrich — *Treasurer*
Robert Beck — *Director*
John Brademas — *Director*
Willard C. Butcher — *Director*
Edward M. Carpenter — *Director*
Frank T. Cary — *Director*
William J. Crowe, Jr. — *Director*
John K. McKinley — *Director*
Thomas S. Murphy — *Director*
George Parker, Jr. — *Director*
Charles H. Price II — *Director*
Robin B. Smith — *Director*
Thomas A. Vanderslice — *Director*
L. Stanton Williams — *Director*
William Wrigley — *Director*

White Plains Office
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John D. Ambler — *Vice President, Human Resources*
Peter J. Dowd — *Vice President, Public Relations, Corporate Communications Division*
David C. Crikelair — *Vice President, Alternate Energy and Resources*
James J. Bartell — *General Manager, Texaco Fuel and Marine Marketing Department*
Ralph R. Pace — *General Manager, International Aviation Sales*
Elizabeth P. Smith — *Investor Relations and Shareholder Services*

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James C. Pruitt — *Vice President, Federal Government Affairs, Corporate Communications Division*

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Heritage Plaza
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Houston, TX 77002-0200
Ph: 713-752-6000
Fax: 713-752-6376, 225-9695

James L. Dunlap — *President*
Donald H. Schmude — *President, Texaco Refining and Marketing Inc.*
Kenneth F. Wells — *President, Texaco Lubricants Company*
Jagjit S. Yadav — *President, Sabine Pipe Line Company*
James L. Pauley — *President, Texaco Cogeneration and Power Company*
E. L. Johnson — *President, Texaco Exploration and Production Inc.*
Jim E. Thomas — *President, Texaco Trading And Transportation, Inc.*
L. Paul Teague — *Vice President, Western Exploration and Producing Region*
Charles R. Hoffman — *President, Texaco Pipeline Inc.*
Thomas M. Matthews — *Vice President, Gas, Exploration and Production*
Frank W. Miller — *Vice President, United States Public and Government Affairs, Corporate Communications Division, Texaco Inc.*
L. Paul Teague — *Vice President, Western Exploration and Producing Region*
William F. Wallace — *Vice President, Eastern Exploration and Producing Region*
Marvin Johnson — *Vice President, Natural Gas Plants and Liquids Division*
John W. McHale — *Vice President, Central Region*
Robert C. Oelkers — *Vice President, Western Region*
Ronald G. Lawrence — *Vice President, Domestic Marketing*
Felix C. Spozale — *Vice President, Finance and Administration*
P. J. Fleming — *Division Manager, Gas Pipeline Division*

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400 Poydras Street
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Ph: 504-524-8511
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Floyd E. Ferguson — *Division Manager, Gas Pipeline Division*
L. A. Anderson — *Regional Manager, Technology and Administration, Eastern Exploration and Producing Region*

Denver Office
4601 DTC Boulevard
Denver, CO 80237
Ph: 303-793-4000
Fax: 303-793-4083, 4394, 4062
Telex: 1791181, 168158

L. Paul Teague — *Vice President, Western Exploration and Producing Region*
[illegible] — *Regional Manager, Technology and Administration, Western Exploration and Producing Region*

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Denver District Office
1670 Broadway
Suite 2600
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Telex: 402496, 62887813, 168159
Jim E. Chames — *President, Texaco Trading and Transportation Inc*
Charles R. Hoffman — *President, Texaco Pipeline Inc.*
R. G. Lawrence — *Group Vice President, Domestic Marketing, Texaco Trading and Transportation Inc.*
F. C. Spizale — *Group Vice President, Finance and Administration, Texaco Trading and Transportation Inc.*
P. J. McHugh — *Vice President and General Counsel, Texaco Trading and Transportation Inc.*

Tulsa Office
1437 South Boulder
Tulsa, OK 74119
Ph: 918-560-6000
Fax: 918-560-6570
Telex: 158187
Mauricio Salazar — *Division Vice President, Natural Gas Plants and Liquids Division*
J. W. McHale — *Vice President, Central Region, Texaco Refining and Marketing Inc.*
Ernest A. Taton — *Vice President, Central Region, Texaco Pipeline Inc.*

Texaco Pipeline Inc.
1617 Coteau Road
Houma, LA 70364-9517
Ph: 504-876-5645
Fax: 504-851-3968

Basin Drilling Corp.
4013 Northwest Expressway
Oklahoma City, OK 73116-1623
Ph: 405-840-2911
Fax: 405-848-1405
J. F. Haven — *Vice President, Basin Drilling Corporation*

Texaco Middle East/Far East
(Division of Texaco Inc.)
2000 Westchester Avenue
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Ph: 914-253-4000
Fax: 914-253-7101
Telex: 1791144
William P. Doyle — *President*
Jerry H. Jones — *Vice President, Core Business*
Don E. Six — *Vice President, Business Development*

Texaco Middle East Limited
Dubai World Trade Ctr. Zabeel
Level 22
Box 9367
Dubai
United Arab Emirates
Ph: 9714-317154
Fax: 9714-313018

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Texaco Middle East Limited is responsible for business development for Texaco in the Middle East region, and is active mainly in the development of opportunities for exploration and production of crude oil, and in petrochemicals.
Richard A. Freeman — *Executive Vice President*
Alton M. Gray — *Director, Planning and Economics*
John Harrower — *Petrochemicals Business Manager*

Bellaire Office
4800 Fournace Place
Bellaire, TX 77401-2324
Ph: 713-666-8000
Fax: 713-661-7463
K. G. Smith — *General Manager, Frontier Exploration*

Texaco Latin America/West Africa
150 Alhambra Circle
Coral Gables, FL 33134
Ph: 305-445-2201
Fax: 305-529-4247
C. Robert Black — *President*
D. York LaCorgne — *Vice President, Exploration and Producing*
Stephen T. O'Farrell — *Vice President, Manufacturing and Marketing*

Texaco Europe
(Division of Texaco Inc.)
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Ph: 914-253-4000
Fax: 914-253-7509
Telex: 177439
Peter I. Bäur — *President*
Anthony J. Dalessio — *Vice President, Manufacturing and Marketing*
Clement B. Malin — *Vice President, International Relations*
Harold D. Zimmerman — *Vice President, Exploration and Production*
C. H. Deichler — *Director*

Texaco Chemical Company
2040 Post Oak Boulevard
Post Office Box 2099
Houston, TX 77056
Ph: 713-961-3711
Fax: 713-622-2322
Telex: 1762576
Ralph S. Cunningham — *President*
Norman R. Young — *Senior Vice President*
Ralph M. Lewis — *Vice President, Commodity Chemicals*
C. Turner Lewis — *Vice President, Specialty Chemicals*

Texaco Oil Trading and Supply Company
2000 Westchester Avenue
White Plains, NY 10650
Ph: 914-253-4000
Fax: 914-253-7178
Raymond A. O'Doherty — *President*
Edmond R. Murray, Jr. — *Vice President, Trading*

Texaco Development Corporation
2000 Westchester Avenue
White Plains, NY 10650
Ph: 914-253-4000
Fax: 914-253-7744
Telex: 1791144
Craig M. McLaughlin — *President*
R. F. Wilson — *Director, Technology Licensing*
R. A. Kulason — *Chief Patent Counsel*

Texaco Marine Services Inc.
2901 Turtle Creek Drive
Port Arthur, TX 77642-8029
Ph: 409-723-6600
Fax: 409-723-6720
Telex: 160892
James F. Gaffney — *President*
R. C. Sanders — *Vice President, Support Systems*
Peter Howells — *Vice President, Operations*

Getty Oil Company
16th Floor, Khalijeeia Building
Box [illegible]
[illegible]
Kuwait
Ph: 965-246-0161
Fax: 965-246-0165
Getty Oil Company is a wholly-owned Texaco subsidiary, and holds a 50% undivided interest in exploration for, and production of, crude oil from the Partitioned Neutral zone between Saudi Arabia and Kuwait.
Michael J. Hurt — *President*

TOTAL PETROLEUM (NORTH AMERICA) LIMITED

TOPNA
TOTAL PETROLEUM INC.
TPI
Box 500
Denver, CO 80201
Ph: 303-291-2100
Fax: 303-291-2194
Telex: 450506

Total Petroleum (North America) Limited (TOPNA) is a Canadian holding company, owning 100 percent of the shares of Total Petroleum, Inc. (TPI), a United States refining and marketing company.

TOPNA's shares are listed on the American, Toronto, Montreal and Pacific stock exchanges. Total of Paris, France, owns approximately 53 percent of the voting shares of TOPNA.

TPI operates four refineries having a combined rated capacity of 197,000 barrels of crude oil per day in Alma, Michigan; Arkansas City, Kansas; Ardmore, Oklahoma; and Commerce City, Colorado.

The company owns and operates approximately 1,500 miles of crude oil pipelines and common carrier product pipelines.

MANUAL INVOICE
TEXACO TRADING AND TRANSPORTATION INC.

SOLD TO: 2520
TRMI
LOS ANGELES PLANT
10 UNIVERSAL CITY PLAZA
9TH FLOOR
UNIVERSAL CITY, CA 91608

INVOICE DATE: 11/30/89
INVOICE NO: 8907093501-1
ORIGINAL:
REVISION: X
DELIVERY MONTH: 7/89
TERMS: NET SETTLEMENT
INTER-COMPANY

CONTRACT NO.: 17P85 (171685)
CRUDE TYPE: VARIOUS WEST COAST DOMESTIC
DELIVERED BY: INTO LOS ANGELES PLANT 4530
DELIVERED AT: LOS ANGELES, CA

DATE	DESCRIPTION	BARRELS	PRICE	AMOUNT
89	PER ATTACHED DETAIL			
	THUMS/WILMINGTON	-0-	CRUDE:	8,506.35
			OTHER:	-0-
	ANS	-0-	CRUDE:	168,110.00
			OTHER:	505.05
	SAN ARDO	-0-	CRUDE:	-0-
			OTHER:	($5,016.01)
	BALANCE DUE:	-0-		122,105.39

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G.L. 11/89

IF YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE, PLEASE CALL JEFF REEVES AT TEX NET 622-3787.

471401 -0- 176,616.35 ($4,510.96)

CASE STUDY

NO SALE

Answer

No Sale Definition:

- O Lessee to affiliated refiner
- O Lessee to marketing affiliate to affiliated refiner
- O Lessee to affiliate to affiliated refiner

Seller: Texaco Trading and Transporation (TTTI)

Buyer: Texaco Refining and Marketing (TRMI)

Contract Type: No Sale (assume TTTI purchased from lessee affilate-TEPI)

Why: Penwell Directory indicates both are subsidiaries of Texaco Inc.

Pricing Terms: Varies with type of crude, usually average of several postings.

Correct royalty determination: Benchmarks

Proof of Payment: Manual Invoice from TTTI to TRMI

annosale
res
4/7/97

J

FILE_____

Texaco Trading and Transportation Inc.
Suite 401
333 North Glenoaks Blvd
Burbank, CA 91502

November 9, 1993

San Joaquin Refining Company
P. O. Box 5576
Bakersfield, CA 93308

Attention: Richard Kent

TTTI Sale No. 47P22
Contract Date: November 9, 1993

Gentlemen:

This Agreement is made between TEXACO TRADING AND TRANSPORTATION INC. ("Seller"), and SAN JOAQUIN REFINING COMPANY ("Buyer"), whereby Seller agrees to sell and deliver and Buyer agrees to purchase and receive crude oil or condensate under the terms and conditions set forth on Exhibit A and General Provisions, attached hereto and made a part hereof.

Please return one fully executed original of this Agreement to the attention of the Contract Administrator.

SAN JOAQUIN REFINING COMPANY

By: _____

_____
Title

Date: _____

TEXACO TRADING AND TRANSPORTATION INC.

By: _____
W. J. Finnerty
Vice President
Western Region

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November 9, 1993

EXHIBIT A

San Joaquin Refining Company
P. O. Box 5576
Bakersfield, CA 93308

TTTI Sale No. 47P22
Dated November 9, 1993
Trans. Date: November 8, 1993

TTTI Contact: L. L. Sires

San Joaquin Contact: Richard Kent

TTTI's sale and delivery to San Joaquin.

QUALITY: Kern River type crude oil (approximately 13° gravity API).

QUANTITY: Approximately 1,000 barrels per day in November 1993.
Approximately 2,000 barrels per day in December 1993.

DELIVERY: From Texaco Trading and Transportation Inc.'s pipeline outlet flange into San Joaquin Refining Company's Bakersfield Refinery pipeline receiving facilities, located near Standard and Shell Streets. Measurement via ACT unit. Delivery and transfer of title shall be accomplished as the crude passes the outlet flange of Texaco Trading and Transportation Inc.'s ACT unit, located near Standard and Shell Streets on San Joaquin property. Risk of loss shall follow title.

PRICE: The average of Chevron U.S.A. Inc., Mobil Oil Corporation, Texaco Trading and Transportation Inc. and Unocal Corporation's posted price for Kern River type crude oil adjusted for actual gravity delivered, plus $0.15 per net barrel market adjustment, plus $0.21 per gross barrel @60° F location differential, plus one quarter of one percent per net barrel loss allowance. Deliveries deemed to be equal daily quantities.

PAYMENT: Due on or before the 20th of the month following the month of delivery, pursuant to the terms of the Net Out Agreement between the two parties, via wire transfer. If the payment date is a Saturday, or holiday, payment is due on the first business day preceding the payment date and if a Sunday, the first business day following the payment date.

TERM: November 1, 1993 to January 1, 1994.

FURTHER CONDITIONS:

CREDIT PROVISIONS: San Joaquin Refining Co., Inc. shall provide an irrevocable standby Letter of Credit acceptable to Texaco Trading and Transportation Inc.

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November 9, 1993

IN-HOUSE
EXHIBIT A

San Joaquin Refining Company
P. O. Box 5576
Bakersfield, CA 93308

TTTI Sale No. 47P22
Dated November 9, 1993
Trans. Date: November 8, 1993

TTTI Contact: L. V. Sires

San Joaquin Contact: Richard Kent

TTTI's sale and delivery to San Joaquin.

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TERM: November 1, 1993 to January 1, 1994.

FURTHER CONDITIONS:

CREDIT PROVISIONS: San Joaquin Refining Co., Inc. shall provide an irrevocable [illegible] Letter of Credit acceptable to Texaco Trading and Transportation Inc.

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TTTI #47P22

IN-HOUSE INFORMATION:

a) Treasury approval ___ b) Letter of Credit Required _X_ c) Wire Payment _X_
d) Customer __ TTTI _X_ prepared e) Mktg. Group Review ___
f) Contract Code: Expanded ___ Refinery Supply ___ Supply (Regional) _X_
g) Other Information:

INTERNAL REMARK(S): Unexpected length due to Shell deal (5 MBD) and 150 MB increase in Kern River production over November and December.

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TEXACO TRADING AND TRANSPORTATION INC.
GENERAL PROVISIONS

SPECIFIC TERMS. The specific terms of the Contracts between the Buyer and the Seller, including a description of the crude oil, condensate and/or natural gas liquids ("liquid hydrocarbons") subject thereto, quantity, price, shipment and payment terms, are set forth in specific agreements between Buyer and Seller which together with the printed terms below constitute integrated Contracts between the parties. In the event of any inconsistency between the printed terms below and such specific terms, the specific terms shall prevail.

WARRANTY/TAXES. The Seller warrants good title to all liquid hydrocarbons delivered pursuant to this Contract and warrants that such shall be free from all royalties, liens, encumbrances, and all applicable foreign, Federal, State and local taxes that are imposed upon the production and or removal of liquid hydrocarbons from the premises unless the point of delivery. Seller further warrants that such liquid hydrocarbons have been produced, handled and transported to the point of delivery in accordance with all applicable laws, rules and regulations of all local, State and Federal authorities. Seller further warrants that all liquid hydrocarbons will be merchantable. Merchantable liquid hydrocarbons are defined as unrefined liquid hydrocarbons of the type set forth in the specific agreements between the parties which are suitable for normal refinery processing, meet the specifications of delivering carriers and are free of foreign contaminants and chemicals including, but not limited to, chlorinated and oxygenated hydrocarbons. Buyer shall be liable for and shall remit to the proper governmental authorities any new or additional Federal, State, municipal, or other regulatory body's taxes, inspection fees, transfer taxes or fees, production taxes or other like assessments or charges that may be chargeable to liquid hydrocarbons after the point of delivery. If any tax imposed by 26 U. S. C. Sec. 4611 (the tax on petroleum under the Superfund Amendments and Reauthorization Act of 1986) shall be applicable after the point of delivery, to a purchase, sale or exchange pursuant to this Contract, the Buyer shall be liable for payment and shall be responsible for remittance of such tax to the appropriate governmental authority.

TITLE AND RISK OF LOSS. Title to, possession of and risk of loss of liquid hydrocarbons shall pass to the Buyer as the liquid hydrocarbons pass from equipment or location owned or controlled by the Seller, or owned or controlled by a party designated to make delivery on behalf of the Seller, into equipment owned or controlled by the Buyer, or owned or controlled by a party designated to take delivery on behalf of the Buyer. Provided, however, that in cases of in line transfer, title to, possession of and risk of loss of liquid hydrocarbons shall pass to Buyer as the liquid hydrocarbons are actually transferred. Such shall be deemed transferred to Buyer upon completion of each in line transfer with quantity determined, when available, in accordance with the transfer statement or other receipt issued by the carrier or storage facility.

EQUAL DELIVERIES. For purposes of determining price, liquid hydrocarbons delivered during any given month hereunder shall be deemed to have been delivered in equal daily quantities during such month except as follows: Deliveries of liquid hydrocarbons at lease locations based on meter tickets shall be deemed to have been delivered in equal daily quantities during the period covered by the meter ticket and deliveries of liquid hydrocarbons at lease locations shall be deemed to have been delivered on the date recorded on each run ticket issued by the designated carrier.

MEASUREMENTS AND TESTS. All measurements hereunder shall represent one hundred percent (100%) volume with gross volume and gravity issued to sixty degrees (60) Fahrenheit temperature. Procedures for measuring and testing, except for deliveries through positive displacement-type meters, shall be according to ASTM published methods then in effect. Procedures for such meters-type delivery shall be according to the latest delivery shall be according to ASTM published methods then in effect. The liquid hydrocarbons delivered hereunder shall be merchantable and acceptable to the carrier involved ASME-API published methods then in effect. Should either party notice fail to have and full deduction shall be made for all BS&W contents according to the latest ASTM standard method then in effect. a representative present during such measuring and testing, the measurements and tests of the other party will be accepted.

CONFIRMATION OF DELIVERY. Confirmation of delivery shall be based on run tickets evidencing such delivery or allocation statements issued by the carriers involved.

CONFIRMATION OF EXCHANGE BALANCES. If this Contract is for the exchange of liquid hydrocarbons and is in effect and within 30 days after delivery hereunder is completed, each party agrees to confirm in writing to the other party the status in barrels of liquid hydrocarbons of mutual and reciprocal obligations to deliver liquid hydrocarbons.

DIVISION ORDERS. In the event either party signs a division order in favor of the other party pertaining to the object of this Contract, the terms of this Contract shall supersede the terms of such division order to the extent that there may be a conflict between the two.

FINANCIAL RESPONSIBILITY. Should Buyer's credit or financial responsibility become unsatisfactory to Seller at any time while a Contract is in effect between the parties, cash payments or security satisfactory to Seller may be required by Seller before proceeding. In the event either party (the "Non-Performing Party") shall (i) make an assignment or any general arrangement for the benefit of creditors, (ii) default in the payments or performance of any contract between the parties, (iii) file a petition or otherwise commence or authorize the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it, (iv) otherwise become bankrupt or insolvent (however evidenced), (v) be unable to pay its debts as they fall due, or (vi) fail to give adequate security for, or assurance of its ability to perform its obligation under any contract between the parties within 48 hours of a reasonable request therefor, then in any such event the other party (the "Performing Party") shall have the right to (i) withhold shipments or terminate any or all contracts between the parties without notice, and or (ii) immediately liquidate any or all forward contracts then outstanding between the parties, by closing out each such forward contract by buying from the Non-Performing Party the material purchased and sold hereunder and calculating market damages equal to the differences, if any, between the value specified in such contracts and then prevailing market rates as reasonably determined by the Performing party, netting off all market damages so determined and payable by each of the parties to the other, netting off all margin held by either party to secure the obligations of the other party (including all payments due the other party with respect to deliveries received from such other party, which payments, prior to payment, shall be deemed to be held by each party as margin to secure the other party's obligations from time to time unsettled) whereupon all such amounts shall be aggregated or netted to a single liquidated amount payable within the business day by the party owing the greater such amount to the other. The exercise by either party of any right reserved under this section shall be without prejudice to, and not in limitation or exclusion of, any other rights which such party may have (whether by operation of law or otherwise), including any rights and remedies under the Uniform Commercial Code.

ASSIGNMENT. Neither Party shall assign this Contract without the prior written consent of the other.

TERMINATION AGREEMENT. The parties agree that any quantity of liquid hydrocarbons due and owing or to become due and owing by one party to the other pursuant to the Contract may be waived or otherwise settled by mutual agreement of the parties in writing, without further consideration, other than that which is set forth in the Contract.

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TEXACO TRADING AND TRANSPORTATION INC.
ESTIMATED SALES AND PURCHASES SYSTEM
*** NOVEMBER FORECAST FOR DIVISION 206 - WEST COAST

		DESCRIPTION	E/D GRVTY	VOLUME BBLS / DAY	C F	VOLUME BBLS/MNTH	PRICE	OTHER COSTS	PRICE DOLLARS	COST DOLLARS	TOTAL DOLLARS
		KERN RIVER (STN.36) - 4519									
	G	STA 36 GATHERING	0.0	0.00		0	0.0000	0.0500	0	126,750	126,750
	F	STA.36 TO WEST COAST	0.0	0.00		0	0.0000	0.0900	0	0	0
	F	STA.36 TO SJ REF.	0.0	0.00		0	0.0000	0.1600	0	43,200	43,200
	W	.25% L/A(TO BKP/AVON	0.0	115.90-		3,477-	9.9833	0.0000	34,712	0	34,712
	T	FR 4539 CR GATH	0.0	84,500.00		2,535,000	9.9833	0.0018	25,307,666	4,563	25,312,229
96P24	6	NAHAMA (ROSEDAL/CVPL	13.0	0.00		0	9.9833	0.0000	0	0	0
55P54	5	SAN JOAQUIN (CMU-KR)	13.0	1,067.00		32,010	9.9278	0.0000	317,789	0	317,789
35P73	5	TOSCO (CMU-KR)	13.0	0.00		0	9.9278	0.0000	0	0	0
96P28	6	TRIO (ROSEDALE/CVPL)	13.0	0.00		0	9.9833	0.0000	0	0	0
55P49	5	WITCO (T-KR)	13.0	0.00		0	9.9833	0.0000	0	0	0
55P02	5	WITCO (T-KR)	13.0	0.00		0	9.9833	0.0000	0	0	0
		TOTAL PURCHASES		85,567.00		2,567,010	9.9961	0.0680	25,660,166	174,513	25,834,679
	T	TO 4540 COALINGA	0.0	0.00		0	9.9826	0.0680	0	0	0
	T	TO 4540 COALINGA	0.0	10,866.00		325,980	9.9826	0.0680	3,254,128	22,167	3,276,295
	T	TO 4558 BKP	0.0	35,500.00		1,065,000	9.9826	0.0680	10,631,469	72,420	10,703,889
65P49	5	ARCO (CMTU-MS)	13.0	900.00		27,000	9.9417	0.2000	268,426	5,400	273,826
47P11	7	KOCH (CMTU-MS)	13.0	167.00		5,010	9.9417	0.0000	49,808	0	49,808
47P11			0.0	0.00		0	0.1500	0.0000	752	0	752
17P78	7	SJR-DEL./W.C.(CMU)	13.0	0.00		0	9.9278	0.0000	0	0	0
17P78			0.0	0.00		0	0.4500	0.0000	0	0	0
17P78	7	SJR-DEL./SJR (CMU)	13.0	7,500.00		225,000	9.9278	0.2350	2,233,755	52,875	2,286,630
17P78			0.0	0.00		0	0.4500	0.0000	101,250	0	101,250
35P78	5	SJR-DEL./SJR (CMTU)	13.0	500.00		15,000	9.9417	0.2350	149,126	3,525	152,651
47P22	7	SAN JOAQUIN (CMTU-KR	13.0	1,000.00		30,000	9.9417	0.2350	298,251	7,050	305,301
47P22			0.0	0.00		0	0.1500	0.0000	4,500	0	4,500
65P54	5	SAN JOAQUIN (CMU-KR)	13.0	1,067.00		32,010	9.9278	0.2350	317,789	7,522	325,311
13P38	3B	SHELL OIL CO	13.0	0.00		0	9.9833	0.0000	0	0	0
13P45	3B	SHELL OIL CO	13.0	13,067.00		392,010	9.9833	0.0000	3,913,553	0	3,913,553
13P72	3B	SHELL OIL CO	13.0	5,000.00		150,000	9.9833	0.0000	1,497,495	0	1,497,495
15P94	5	SHELL (CMU)	13.0	0.00		0	9.9278	0.1100	0	0	0
37P28	7	SHELL (CMTU)	13.0	5,000.00		150,000	9.9417	0.0000	1,491,255	0	1,491,255
37P28			0.0	0.00		0	0.1500	0.0000	22,500	0	22,500
55P07	5	SHELL (CMTU-KR)	13.0	5,000.00		150,000	9.9417	0.0000	1,491,255	0	1,491,255
13P51	9	WEST COAST-LOC.DIFF	0.0	0.00		0	0.0000	0.0700	0	0	0
	E	ENDING INVENTORY	0.0	0.00		0	9.9826	0.0680	0	0	0
		TOTAL SALES		85,567.00		2,567,010	10.0215	0.0666	25,725,311	170,959	25,896,270
		TOTAL REVENUE		0.00		0			65,144	3,554-	61,590

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7:54 MONDAY, JANUARY 17, 1994 918

TEXACO TRADING & TRANSPORTATION
CRUDE OIL MOVEMENT SHEET
DECEMBER 1993 G/L WORKDAY 38

DIVISION 206 STATION 04519
STATION 36, CA (TTTT)

STA NO	GP	PAC	DEPT CO	CONTR NO	RECPAY	DATE MMYY	EC	LEASE	TO/FM STA	VOUCHER CTL	SOU	WD	SUB	VOLUME BARRELS	CRUDE COST	OTHER COST	$/BBL	
04519	J	470102		371628	00077475	9311	000			40	710	08	35117	-150,000.00	-1,518,255.00	0.00	10.1217	
04519	J	470102		471611	00049207	9311	000			40	710	08	35117	-5,000.00	-19,933.50	-750.00	10.1367	
04519	J	470102		471622	00500065	9311	000			40	710	13	41303	-30,000.00	-325,016.67	-7,190.74	11.0736	
04519	J	470102		551607	00077475	9311	000			40	710	08	35117	-150,000.00	-1,498,005.00	0.00	9.9867	
04519	J	470102		651649	00003765	9311	000			40	710	08	35117	-27,000.00	-269,640.90	-5,400.00	10.1867	
04519	J	470102		651654	00500065	9311	000			40	710	13	41303	-32,000.00	-344,640.04	-814.56	10.7964	
										TOTAL O/S REVENUE				-636,293.03	-6,509,349.39	-68,156.09	10.3372	*
														AVERAGE $/BBL	10.2301	0.1071		
		********** O/S COST **********																
04519	K	600390				9310	025			35	799	14	60024	0.00	0.00	-743.97		
04519	K	600390				9311	025			36	799	15	60038	636,293.00	6,387,141.38	35,922.89	10.0945	
										TOTAL O/S COST				636,293.00	6,387,141.38	35,178.92	10.0933	*
														AVERAGE $/BBL	10.0381	0.0553		
		********** OVER/SHORT **********																
04519	V	605111				9311	023			35	799	15	60039	225.00	2,288.88	469.21	12.2582	
04519	V	605111				9311	023			35	799	18	60101	251.00	2,414.17	0.00	1.6182	
04519	V	605111				9311	024			36	799	15	60038	-1.00	-10.04	-0.06	0.1000	
										TOTAL OVER/SHORT				475.00	4,693.01	469.15	0.8677	*
														AVERAGE $/BBL	9.8800	0.9877		
		********** INVT FLUX **********																
04519	W	600390				9311	031			36	799	15	60038	0.00	-1,580,415.29	-6,608.32		
										TOTAL INVT FLUX				0.00	-1,580,415.29	-6,608.32	0.0000	*
														AVERAGE $/BBL	0.0000	0.0000		
										NET (INCOME) LOSS				474.97	-1,697,930.29	-39,126.34	-657.19	**

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SAN JOAQUIN VALLEY PIPE LINE
P.O. BOX 5568 T.A.
DENVER, COLORADO 80217-5568

CARRIER 07121 Shipping Notice

[illegible]
STATEMENT OF ACCOUNT

NOVEMBER, 1993

SHIPPER: 0000003104

GRADE: 00234 SAN JOAQUIN VALLEY

TEXACO TRADING & TRANS INC.
ATTN: CRUDE OIL ACCOUNTING
P.O. BOX 5568 TERMINAL ANNEX
DENVER, CO 80217

TARIFF	PLDP / DATE / RECEIVED FROM LOCATION CONSIGNEE	OPENING BALANCE	RECEIPT BARRELS	PLDP / DATE / DELIVERED TO LOCATION CONSIGNEE	DELIVERY BARRELS	OVER SHORT (OS) LOSS ALLOW (LA) VOL SHRINK (VS)	ENDING BALANCE
07-00-1502-04-00	0804-0001 11-1993 MAC FARLAND ENERGY KERN FRONT GATHERING		4,309.23	4504/31116			
07-00-1502-04-00	0880-0000 11-1993 CHEVRON PIPE LINE CO FRUITVALE		15,955.81	4/P 4544			
07-00-1502-00-00				5976-0001 11-1993 BAKERSFIELD PLANT REFINERY BAKERSFIELD	1,051,806.93	4519 to 4558	
07-00-1502-00-00				5976-0002 11-1993 BAKERSFIELD PLANT REFINERY BAKERSFIELD	15,955.81	4544 to 4558	
07-00-1502-00-00				5996-0001 11-1993 MAC FARLAND ENERGY WITCO REFINERY	4,309.23	[illegible]	[illegible]
07-00-1602-00-00		1,088,186.42-	4562				901,185.98 4514
07-00-1600-01-00	0013-0000 11-1993 TEXACO PRODUCING INC. MIDWAY GATHERING		30,603.92	4501/31492			
07-00-1602-00-01	0801-0000 11-1993 MOBIL PIPE LINE CO LOST HILLS		238,702.11	4501/52053	183,762.11		
				4501/52036	54,937.40		
07-00-1602-00-01	0801-0000 10-1993 MOBIL PIPE LINE CO LOST HILLS		117,628.87	offset to 801-0130 thrift 3702-01			

Page 2

Rec'd 4-10-95

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MANUAL INVOICE
TEXACO TRADING AND TRANSPORTATION INC.

SOLD TO:
'0065
AN JOAQUIN REFINING CO., INC.
ATTN: JAY PHELPS
P.O. BOX 5576
BAKERSFIELD, CA 93388

INVOICE DATE: DECEMBER 17, 1993
INVOICE NO: 9312161360
ORIGINAL: X
REVISION:
DELIVERY DATE: NOVEMBER 1993
TERMS: NET SETTLE
DUE 20THWIRE

CONTRACT NO: 47P22 (471622)
STATION 4519 / DIVISION 206
CRUDE TYPE: KERN RIVER
DELIVERED BY: TTTI OUTLET FLANGE
DELIVERED AT: SJR BAKERSFIELD

DATE	DESCRIPTION	BARRELS	GRAVITY	PRICE	AMOUNT
11/01-11/07	TICKET #3931	23,333.33	13.3	10.7950	$251,883.30
11/08-11/09	TICKET #3931	6,666.67	13.3	10.2950	$68,633.37
	SUB-TOTAL	30,000.00			$320,516.67
	TOTAL NET BBLS.	30,000.00		$0.15000000	$4,500.00
	TOTAL GRS BBLS	30,425.96		$0.21000000	$6,389.45
	LOSS ALLOWANCE	320,516.67		$0.00250000	$801.29
	TOTAL AMOUNT DUE				$332,207.41

G.L. 12 93

IF YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE, PLEASE CALL LUANN P. GREEN (303) 860-3490 THANK YOU FOR YOUR COOPERATION.

TO ASSURE CREDIT, ATTACH A COPY OF INVOICE OR REFER TO INVOICE NUMBER ON CHECK STUB.

WIRE INSTRUCTIONS:
CHASE MANHATTAN BANK, N.A.
NEW YORK, NY

FOR CREDIT TO:
TEXACO TRADING & TRANSPORTATION INC.
WIRE RECEIPTS ACCOUNT
ACCOUNT NO. 910-2-538981

	BARRELS	CRUDE	OTHER
*519.4701.02.50032.500065.471622.10/2.93.11.2	30000.00	$325,016.67	$7,190.74

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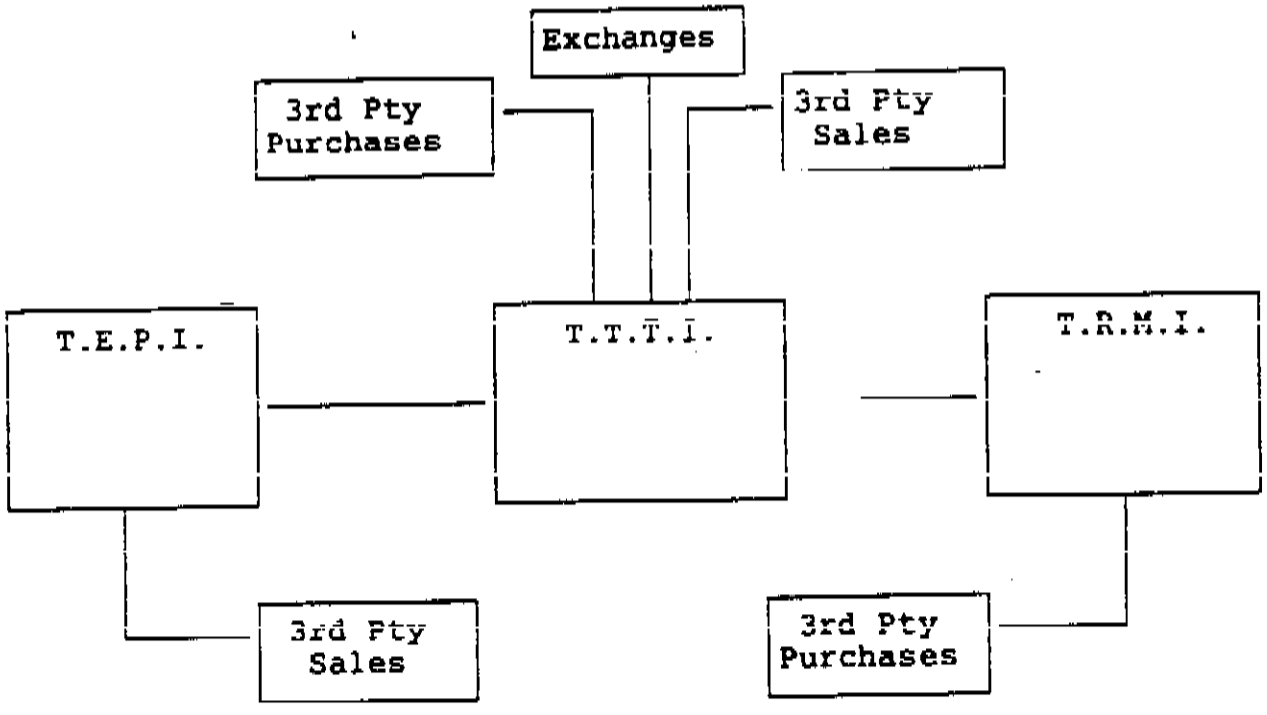
TEXACO INC.-CALIFORNIA CRUDE TRANSACTIONS



cacrflo
res
06-26-95

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· CASE STUDY

ARMS LENGTH SALE

Answer

Arms Length Sale Definition:

- O Contract arrived at in the market place
- O Between independent, non affiliated persons
- O With opposing economic interest

Seller: Texaco Trading and Transporation (TTTI)

Buyer: San Joaquin Refining Company

Contract Type: Arms Length Sale (assume TTTI purchased from non affiliated lessee)

Why: Penwell Directory does not indicate parties are affiliated .

Pricing Terms: Average of several postings, Chevron, Mobil, TTTI and Union with $.15/bbl MARKET ADJUSTMENT and $.21/bbl LOCATION DIFFERENTIAL.

Correct royalty determination: Gross Proceeds

Proof of Payment: Shipping notice, Estimated Sales and Purchases Stmt, Crude Oil Movement Sheet and Invoice from TTTI to San Joaquin Refining with contract amounts.

anarmlen
res
4/7/97

CONTRACT #47P22
TTTI
SAN JOAQUIN REFINING CO.

		Bbl/da	Bbl/mo	Value
Contract November 1993 Approximate Volume		1000.00	30000.00	
San Joaquin Valley Pipeline Shipping Notice			30603.92	
TTTI Estimated Sales and Purchases System		1000.00	30000.00	
TTTI Crude Oil Movement Sheet	(crude cost)		30000.00	$325,016.67
TTTI Manual Invoice	(crude sales)		30000.00	$332,207 41

alsprdsh
rss
4/7/1997

KOCH

KOCH OIL COMPANY
July 28, 1993

FOR U.S. GOVERNMENT USE ONLY
CONFIDENTIAL

Mr. Art L. Swanson
RICKS EXPLORATION, INC.
5600 North May, Suite 350
Oklahoma City, Oklahoma 73112-4299

Dear Art:

Koch Oil Company ("Koch") would like to have the option to purchase all of the crude production for Ricks Exploration, Inc. ("Ricks"). In exchange for the payment of $250,000, Ricks hereby grants to Koch the exclusive option until August 1, 1994, to purchase all of its crude production based on the following terms and conditions:

1. Purchase price to be Koch's applicable posted field price. If Ricks determines that Koch's posted price for any given field is not competitive, Koch will change the purchase price to the average of the three highest "Independent" purchasers posted field prices. Koch withholds the right to determine whom constitutes an Independent purchaser.

2. Upon receipt of an 100% Indemnifying Division Order executed by Ricks Exploration, Koch will pay to Ricks all of the sales proceeds via wire transfer by the 15th day of the month following delivery.

3. Delivery shall take place at Ricks lease.

4. Koch shall comply with all A.P.I. measurement standards.

5. Ricks will make available to Koch 410,000 bbls between August 1, 1993, and July 31, 1994. In the event Ricks offers fewer barrels for purchase, Ricks shall refund to Koch a portion of its option payment. The refund portion shall be calculated by subtracting the total barrels offered from 410,000 and dividing the sum by 410,000. This percentage shall then be multiplied by $250,000 with the product being the required refund amount.

   Example: Ricks offers 300,000 barrels.
   Refund = (410,000 - 300,000)/410,000 = .268
   .268 x 250,000 = $67,000
   Required Refund = $67,000

   Ricks shall pay Koch the required refund within 30 days of receipt of refund calculations. For purposes of accounting, Koch will exclude from the total barrels offered any barrels purchased from interest owners who elected to take their barrels in kind.

If you are in agreement with this, please sign and return. We will make the option payment prior to August 1, 1993.

Sincerely,

Chuck Grimm
Crude Oil Representative

AGREED AND ACCEPTED THIS __ DAY OF _____, 1993.

Art L. Swanson
President, Ricks Exploration, Inc.

Robert Taylor — *Terminal Superintendent*

Sale Terminal
r A, Melville Branch
s, MO 63129
314-892-0300
Oliver Gibbon — *Terminal Superintendent*

Sewaren Terminal
Box 80
Sewaren, NJ 07077
Ph: 201-634-3344
Fax: 201-634-3531
Jack Weil — *General Manager, Marketing*

Kansas City Wholesale Division Office
13700 E. 42nd Terrace, Ste. 101
Box 1824
Independence, MO 64055
Ph: 816-373-6996
Fax: 816-373-3489
Tom Parker — *Senior Representative, Sales*

Orlando Wholesale Division Office
2431 Aloma Avenue, Suite 114
Winter Park, FL 32792
Ph: 407-677-7276
Fax: 407-678-8454
Dave Swearingen — *Representative, Sales*

Houston Wholesale Division Office
2211 Norfolk, Suite 1100
Houston, TX 77098
Ph: 713-638-4700
Fax: 713-638-4829
TWX: 910-881-2561
Douglas M. Elder — *Sales Manager*
Dennis Bollinger — *Customer Sales and Service*

Mobile Wholesale Division Office
Box 1546
le, AL 36633
05-438-4736
205-432-5448
Terry Walker — *Manager, Sales*

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Nashville Wholesale Division Sales
Box 100433
Nashville, TN 37210
Ph: 615-256-2477
Fax: 615-254-0801
Curtis Hill — *Division Manager*

Cato Oil and Grease Company
Box 25868
Oklahoma City, OK 73126
Ph: 405-270-6200
Fax: 405-270-6316
Richard S. Pereles — *President*
Raymond P. Funk — *Vice President, Engineering and Development*
David W. Francis — *Vice President, Marketing*
W. Austin Park — *Vice President, Manufacturing*
J. D. St. Aubin — *Manager, Business Development*
Tom Clanton — *Controller*

Atlanta Office
Box 16789
Atlanta, GA 30321
Ph: 404-767-4693
Fax: 404-766-2743
Lamar Vance — *Plant Manager*

Kerr-McGee Chemical Corporation
(Subsidiary of Kerr-McGee Corporation)
Box 25861
Oklahoma City, OK 73125
Ph: 405-270-1313
Fax: 405-270-3123
Telex: 673-5377
TWX: 910-831-3252
George R. Henningan — *President*
George B. Rice — *Senior Vice President, Engineering and Environmental Services*
Don F. Schiesz — *Senior Vice President, Strategic Growth and International Operations*
Arthur L. Martin — *Vice President and General Manager, Forest Products Division*
William F. Marsellies, Jr. — *Vice President and General Manager, Electrolytic Products Division*
Edward C. O'Connor — *Vice President, Pigment Marketing*
Tommy W. Coleman — *Vice President and General Manager, Pigment Division*

Kerr-McGee Coal Corporation
(Subsidiary of Kerr-McGee Corporation)
Box 25861
Oklahoma City, OK 73125
Ph: 405-270-1313
Fax: 405-270-3123
Telex: 673-5377
TWX: 910-831-3252
Robert C. Scharp — *President*
William D. Hake — *Vice President, Operations*
M. M. Muller, Jr. — *Vice President, Marketing and Planning*
John A. L. Campbell — *Vice President, Engineering and Technical Services*
J. Clement Burdick III — *Director, Environmental, Safety and Regulatory Affairs*
Dan C. Douglas — *Controller*

KOCH INDUSTRIES, INCORPORATED

Box 2256
Wichita, KS 67201
Ph: 316-832-5500

Koch Industries, Incorporated is a privately held company headquartered in Wichita, Kansas. The company and its subsidiaries are engaged in all aspects of the oil and gas business including refining and processing, exploration and production, and extensive gathering, purchasing, selling, trading and transportation products used primarily in the petroleum, chemical process and related industries. The company also has extensive ranching and other real estate interests.

The refining, processing, and marketing activities include two refineries in Texas and Minnesota with a total capacity of 310,000 barrels per day producing a broad range of light-fuel products, petrochemicals, asphalt, heavy fuel oil; aviation gasoline, turbine fuel, sulfur, petroleum coke, etc.; 85 asphalt plants; six gas processing plants with capacity over 140 million cubic feet per day; and a gas liquids fractionation plant in Oklahoma serving 70 gas processors, with capacity of 150,000 barrels per day. The company also has three specialty chemical plants.

The gathering, selling, trading, and transportation activities include 20,000 miles of liquid pipeline in the United States and Canada, 20 terminals for oil and gas liquids, coast to coast, with total storage of 10 million barrels; a transportation fleet of more than 800 trucks, plus tank cars, tugs and barges, and seven crude oil trading offices and 14 crude oil purchasing offices.

Exploration activities include rights covering 430,000 acres in 11 western states plus projects in Canada and offshore United States.

Coal mining operations encompass several mines in Buchanan County, Virginia, and a coal cleaning and preparation plant that processes 3,000 tons a day. The company is also involved in production and marketing of a variety of carbon products, slag cement, lime, iron ore and other bulk commodities.

Koch's cattle ranches include some 400,000 acres with 20,000 head of cattle, mainly in Montana, Texas and Kansas.

Manufacturing services include seven plants manufacturing specialized equipment, mainly for the oil and chemical industries.

Koch Industries was founded in 1940 by Fred C. Koch and two partners. Charles Koch, son of Fred Koch, joined the company in 1961. When Fred Koch died in 1967, Charles Koch, who had been President of the company, became Chairman of the Board. At that time, Koch's oil and gas activities included part-ownership in a refinery near St. Paul, Minnesota and an oil-gathering pipeline in Oklahoma. The firm's name changed from Rock Island Oil & Refining to Koch Industries, Incorporated in 1968. In then next 19 years, Koch Industries' sales grew nearly 100 fold.

Acquisitions have included oil pipelines, refineries, storage terminals, gas operations and other facilities.

Varied other enterprises, ranging from manufacturing specialized oil industry equipment to removing sulfur from natural gas and selling the chemical, are individually modest, but complement existing lines of business.

Charles G. Koch — *Chairman*
W. W. Hanna — *President*
F. Lynn Markel — *Executive Vice President, Finance and Administration*
D. H. Koch — *Executive Vice President, Chemical Technology*
D. L. Cordes — *Executive Vice President, Legal and Corporate Affairs*
John Ehlen — *Senior Vice President, Refining and Engineering*
C. C. McCampbell — *Senior Vice President, Hydrocarbons*
W. C. Stanford — *Senior Vice President, Oilfield Services*
P. W. Brooks — *Senior Vice President, Corporate and Management Development*
C. S. Nobles — *Senior Vice President, Chemicals*
M. R. Hall — *Vice President, Investment Strategy*
J. W. Moeller — *Executive Vice President, Petroleum*
R. G. Walton — *Vice President, Exploration and Production*
A. L. Dupp — *Vice President, Environmental Health and Safety*

John Van Gelder — *Vice President, Chemical Technology*
R. H. Fink — *Vice President, Government and Public Affairs*

Bow River Pipe Lines, Ltd.
(Subsidiary of Koch Industries, Incorporated)
1200, 736 - 6th Avenue, S.W.
Calgary, AB, T2P 3T7
Canada
Ph: 403-264-6431
F. Jansen — *President*
R. G. Walton — *Vice President*
D. L. Cordes — *Vice President*
John Wadsworth — *Vice President*

Chase Pipe Line Company
(Subsidiary of Koch Industries, Incorporated)
Box 2256
Wichita, KS 67201
Ph: 316-832-5500
W. C. Stanford — *Chairman and Vice President*
Chuck W. Johnson — *President*
J. W. Moeller — *Vice President*
D. L. Cordes — *Vice President*

Koch Materials Company
(Subsidiary of Koch Fuels, Incorporated)
Box 2256
Wichita, KS 67201
Ph: 316-832-5500
J. F. Runner — *President*
R. J. Wise — *Executive Vice President, Marketing*
R. E. Hoyle — *Vice President*
Larry Larson — *Vice President, New Business Development, Koch Asphalt Emulsion Technology*
J. E. Swain — *Vice President*
C. W. Brown — *Vice President*

Koch Carbon, Inc.
(Subsidiary of Koch Industries, Incorporated)
Box 2256
Wichita, KS 67201
Ph: 316-832-5500
J. W. Moeller — *Chairman*
J. R. Runner — *President*
Robert K. Casper — *Executive Vice President*
Mark Wolff — *Executive Vice President*
D. L. Cordes — *Vice President*
S. P. McGreevy — *Vice President*
C. H. Hennington — *Vice President*
M. R. Hall — *Vice President*
Jeff Siebels — *Vice President*

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Koch Chemical Company
(Subsidiary of Koch Refining Co.)
Box 2256
Wichita, KS 67201
Ph: 316-832-5500
C. S. Nobles — *President*
W. G. Spence — *Vice President, Trading*
R. R. Mayfield — *Vice President, Gulf Coast Sales*
Jim Dumler — *Vice President*
S. K. Kromer — *Vice President, Commercial Development and Specialty Chemicals*

Koch Engineering Company, Inc.
(Subsidiary of Koch Industries, Incorporated)
Box 8127
Wichita, KS 67208
Ph: 316-832-5110
Fax: 316-832-6843
Telex: 4319010
J. M. Van Gelder — *Chairman*
V. E. Griffith — *President*
E. G. Rey — *Vice President, Engineering*
R. O. Zandt — *Vice President, Manufacturing*
K. A. Krummrich — *Vice President, Sales and Marketing*
F. Lynn Markel — *Vice President*
C. J. Nelson — *Vice President, Finance*

Koch Exploration Company
(Subsidiary of Koch Industries, Incorporated)
Box 2256
Wichita, KS 67201
Ph: 316-832-5500
R. G. Walton — *President*
C. D. McCormick — *Senior Vice President, Exploration*
H. J. Whisnand — *Senior Vice President and Assistant Secretary, Land*
D. M. Holyoak — *Vice President, Exploration and Special Projects*
T. V. McCauley — *Vice President and General Manager, Operations*
R. A. Olsen — *Vice President, Exploration, Gulf Coast Region*
D. L. Cordes — *Vice President*

Koch Fuels, Inc.
(Subsidiary of Koch Industries, Incorporated)
Box 2256
Wichita, KS 67201
Ph: 316-832-5500
J. W. Moeller — *Chairman and Vice President*
R. D. Balhorn — *President*
J. M. Shaffer — *Senior Vice President*
M. R. Waugh — *Senior Vice President*
C. J. Nelson — *Vice President and Treasurer*
Lebert D. Shultz — *Vice President and Assistant Secretary*
R. E. Hoyle — *Vice President, Operations*
A. T. Rotterweck — *Vice President, Distribution*
D. L. Cordes — *Vice President*
R. J. Park — *Vice President*
T. J. Martin — *Vice President*
C. W. Brown — *Vice President*
R. W. Zeitler — *Vice President*
L. Schlecht — *Vice President*

Koch Hydrocarbon Company
(Subsidiary of Koch Industries, Incorporated)
Box 2256
Wichita, KS 67201
Ph: 316-832-5500
C. C. McCamphell — *President*
John Fhein — *Vice President*
S. E. Odell — *Vice President*
Kevin Clement — *Vice President*
Mike Onderick — *Vice President*
W. C. Stanford — *Vice President*
David L. Humphrey — *Vice President*
B. R. Caffey — *Vice President*
Timothy A. Durkin — *Vice President, Gas and Gas Liquids Operations*

Koch Membrane Systems, Inc.
(Subsidiary of Koch Industries, Incorporated)
850 Main Street
Wilmington, MA 01887
Ph: 617-657-4250
Fax: 617-657-5206
TWX: 710-347-6537
D. H. Koch — *Chairman*
D. A. Perry — *President*
D. L. Cordes — *Vice President*
J. P. Monet — *Vice President, Research and Engineering*
W. W. Cooper — *Vice President, Special Projects*
Donald Pufahl — *Controller*
Steven Iannelli — *Vice President, Corporate Development*

Koch Process Systems, Inc.
(Subsidiary of Koch Industries, Incorporated)
20 Walkup Drive
Westborough, MA 01581
Ph: 617-366-9111
Fax: 617-870-5930
Telex: 200224
Koch Process Systems, Inc. is a supplier of proprietary technologies and systems for all phases of gas processing and enhanced oil recovery.
D. H. Koch — *Chairman*
John M. Van Gelder — *President*
D. L. Cordes — *Vice President*
Donald Fulsil — *Treasurer*

Koch Refining Company
(Subsidiary of Koch Industries, Incorporated)
Box 2256
Wichita, KS 67201
Ph: 316-832-5500
John M. Ehlen — *President*
C. R. Swyers — *Executive Vice President*
D. J. Zaloudek — *Executive Vice President*
R. D. Balhorn — *Executive Vice President*
R. K. Casper — *Vice President*
Dan Stecklein — *Vice President*
W. P. Umansky — *Vice President*
R. W. Zeitler — *Vice President*

R. D. Ten Napel — *Vice President*
A. J. Botterweck — *Vice President*
D. Johnson — *Vice President*
S. H. Kaplan — *Vice President*
Carl Marhaver — *Vice President*
J. M. Sheffer — *Vice President*
D. L. Cordes — *Vice President*
F. Lynn Markel — *Vice President*
C. S. Nobles — *Vice President*
C. J. Nelson — *Vice President and Treasurer*
Lebert Shultz — *Vice President and Assistant Secretary*

Koch Service, Inc.
(Division of Koch Industries, Incorporated)
Box 2256
Wichita, KS 67201
Ph: 316-832-5500
W. C. Stanford — *Chairman*
G. D. Baker — *President*
F. Lynn Markel — *Vice President*
W. Craig Palmer — *Vice President*
D. L. Cordes — *Vice President*
K. G. Langhofer — *Vice President*
Tom R. McCaleb — *Vice President*

Matador Cattle Company, The
(Subsidiary of Koch Agriculture Co., Inc.)
Box 2256
Wichita, KS 67201
Ph: 316-832-5500
R. C. Kilmer — *President and General Manager*

Koch Gathering Systems, Inc.
(Subsidiary of Koch Industries, Incorporated)
Box 2256
Wichita, KS 67201
Ph: 316-832-5500
B. R. Caffey — *President*
D. L. Cordes — *Vice President*
Keith Langhofer — *Vice President*
Tom McCaleb — *Vice President*
Gary D. Baker — *Vice President*

Koch Pipelines, Inc.
(Wholly Owned Subsidiary of Koch Industries, Incorporated)
Box 2256
Wichita, KS 67201
Ph: 316-832-5500
B. R. Caffey — *President*
F. L. Markel — *Vice President and Treasurer*
D. L. Cordes — *Vice President*
Dan Stecklein — *Vice President*
James H. Elmore — *Vice President*

MAPCO INCORPORATED

1800 South Baltimore
Box 645 (74101-0645)
Tulsa, OK 74119
Ph: 918-581-1800
Fax: 918-599-3634/39
Telex: 275510

MAPCO, founded in 1960, is today an integrated natural resources company providing energy in many forms.

The transportation segment, MAPCO Transportation, MAPCO's original business, transports natural gas liquids and anhydrous ammonia from the Southwest and Rocky Mountain regions to markets in the Midwest. The segment operates 8,108 miles of pipelines and related pumping, metering and storage facilities. The Seminole Pipeline, a 45 percent-owned affiliate with 740 miles of pipeline, originating in West Texas, facilitates movement of gas liquids from MAPCO's existing system to the Texas Gulf Coast.

A major United States coal producer, MAPCO Coal markets domestically and in Europe and Japan. The company operates seven underground and one surface mine complexes in the eastern United States.

MAPCO Petroleum has refineries in Tennessee and Alaska. A 80,000 barrel-per-day refinery in Memphis, Tennessee provides the Mid-South region with a wide range of motor fuels, aviation fuels, asphalt, propane and other refined products. The North Pole Refinery near Fairbanks, Alaska, produces approximately 117,000 barrels a day of heating, aviation and other commercial fuels for sale in its local market.

MAPCO Petroleum also operates approximately 300 high volume gasoline convenience stores and interstate fuelstops in the Mid-South and Alaska.

MAPCO Gas Products markets propane through 140 company-owned and franchised outlets in the 11 states. Many of the outlets also formulate and sell liquid plant food products.

At fiscal year-end December 1991, MAPCO Incorporated had total assets of $1,702.3 billion.

James E. Barnes — *Chairman, President and Chief Executive Officer*
Robert M. Howe — *Executive Vice President and Chief Operating Officer*
Frank S. Dickerson III — *Senior Vice President and Chief Financial Officer*
David W. Bowman — *Senior Vice President, General Counsel and Secretary*
W. Jeffrey Hart — *Senior Vice President, Petroleum*
Charles G. McConnell — *Senior Vice President, Gas Products*
Joseph W. Craft III — *Senior Vice President, Coal*
David S. Leslie — *Senior Vice President, Corporate Affairs and Assistant to the Chief Executive Officer*
Jack D. Maynard — *Senior Vice President, Human Resources*
Philip W. Baxter — *Vice President, Finance and Treasure*
Richard Lydecker — *Vice President and Controller*
Rick Neal — *Vice President, Government Affairs*
Austin Greene — *Vice President and Tax Counsel*
James Mitchell — *Assistant Treasurer*

MAPCO Transportation, Inc.
(Subsidiary of MAPCO Incorporated)
1800 South Baltimore Avenue
Tulsa, OK 74119
Ph: 918-581-1800
Fax: 918-599-3634/39
Telex: 275510

MAPCO transportation activities include pipeline, storage and fractionation operations. These operations are conducted by Mid-America Pipeline Company with 8,108 miles of pipeline which includes a 7120-mile hydrocarbon system and a 1,097 mile ammonia system; MAPCO Underground Storage Inc., MAPCO Fractionator Inc., which operates a jointly owned 107,000 barrel per day fractionator; A 80 percent-owned affiliate, with 788 miles of pipeline across Texas.

Mid-America Pipeline is a distribution network for natural gas liquids and anhydrous ammonia serving markets in the Central United States. The system is a combination of several transportation modes of which the core is Mid-America's low cost, large volume, long haul pipeline capability which links points of liquids production within the supply areas to strategic points of consumption in the market areas. The areas of supply and market, not connected by pipeline, are reached by short-haul tank trucks and tank cars.

The 7120 mile hydrocarbon system transports natural gas liquids consisting of propane for fuel, butane and natural gasoline for refinery feedstock and ethane-propane mixtures for chemical feedstocks. The system is supplied from producing areas in Utah, Wyoming, Colorado, New Mexico, West Texas, Oklahoma, Kansas and Alberta, Canada. Liquids originating at gas processing plants in the United States are either specification processed products or mixed products. Batches of mixed products are moved to Conway, Kansas for fractionation. Propane from Alberta, Canada, is received at Mankato, Minnesota and Dubuque, Iowa through connections with Cochin Pipeline. Deliveries of specification products are made to the market areas in the upper Mid-America states.

The 1,097 mile ammonia pipeline system transports liquid anhydrous ammonia for use as fertilizer. The system is supplied from plants located in the Texas Panhandle and Oklahoma to Kansas, Nebraska, Iowa and Minnesota.

MAPCO also operates a jointly-owned fractionator at Conway, Kansas that receives mixed natural gas liquids from the gathering areas in Utah, Wyoming, New Mexico, west Texas, western Oklahoma and Kansas on the pipeline system for separation into specification grade purity products. These separated specification products are then moved to markets in the Midwest and Gulf Coast areas.

S. Fred Isaacs — *President*
Leith Watkins — *Vice President*
Robert T. Cronk — *Vice President*
Royse Parr — *Secretary and General Counsel*

Hobbs Division Office
1706 N. De Paso
Hobbs, NM 88240
Ph: 505-397-3778
Dale Ritchie — *Area Manager*
Larry Smith — *Manager*

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Mountain Division Office
715 Horizon Drive
Suite 301
Grand Junction, CO 81506
Ph: 303-243-3600
Fax: 303-241-9715
Charles N. Kiddoo — *Area Supervisor*
Joe Coufal — *Foreman, Maintenance*

Rock Springs Area Office
Box 1778
Rock Springs, WY 82901
Ph: 307-382-8230
E. E. Hissey — *Area Supervisor*
Chester Dryer — *Supervisor, Maintenance*

Skellytown Area Office
Box 306
Skellytown, TX 79080

Jun-2 1991. 23

Texaco Trading and Transportation Inc.
Suite 401
333 North Glenoaks Blvd.
Burbank, CA 91502

June 26, 1991

Huntway Refining Company
1651 Alameda St.
Wilmington, CA 90744

Attention: Juan Fuster

TTTI Sale No. 37P15
Customer No. HB-2107
Contract date June 26, 1991

Gentlemen:

This Agreement is made between TEXACO TRADING AND TRANSPORTATION INC. ("Seller"), and HUNTWAY REFINING COMPANY ("Buyer"), whereby Seller agrees to sell and deliver and Buyer agrees to purchase and receive crude oil or condensate under the terms and conditions set forth on Exhibit A and General Provisions (revised December, 1990), attached hereto and made a part hereof.

Please return one fully executed original of this Agreement to the attention of the Contract Administrator.

HUNTWAY REFINING COMPANY

By: J. G. Foster
President
Title

Date: 7-3-91

TEXACO TRADING AND TRANSPORTATION INC.

By: _____
W. J. Finnerty
Vice President
Western Region

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June 26, 1991

EXHIBIT A

TTTI Sale No. 3/P15
Dated June 26, 1991
Trans. Date: June 25, 1991

Huntway Refining Company
1651 Alameda St.
Wilmington, CA 90744

TTTI Contact: L. L. Sires

Huntway Contact: Juan Forster

TTTI's sale and delivery to Huntway.

QUALITY: Point Arguello type crude oil.

QUANTITY: 20% of the net of Texaco Trading and Transportation Inc. interest in Harvest Platform less any royalty taken in kind, under the 20% Small Business Set Aside Rule specified in OCS Lands Act Amendment of 1978, approximately 600 barrels per day.

DELIVERY: Delivery of crude oil and title to and risk of loss of the same shall pass from Texaco Trading and Transportation Inc. to Huntway Refining Company at the outlet flange of the PAPCO facility.

PRICE: The average of Chevron U.S.A. Inc., Texaco Trading and Transportation Inc. and Unocal Corporation's posted price for Point Arguello type crude oil, adjusted for actual gravity delivered. Deliveries deemed to be equal daily quantities.

PAYMENT: Due on or before the 20th of the month following the month of delivery, via wire transfer.

TERM: June 1, 1991 to December 1, 1991 and continuing every six (6) months thereafter until the first of the month following either party's one hundred eighty (180) days advance written notice of termination.

FURTHER CONDITIONS:

CREDIT PROVISION: Huntway Refining Company shall provide an irrevocable standby Letter of Credit acceptable to Texaco Trading and Transportation Inc.

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FILE

Texaco Trading and Transportation Inc.
Suite 401
333 North Glenoaks Blvd
Burbank, CA 91502

August 20, 1992

Huntway Refining Company
1651 Alameda St.
Wilmington, CA 90744

Attention: Terry Stringer

TTTI Sale Contract No. 37P15
Contract Date: June 26, 1991
Amendment No. 1

Gentlemen:

This shall serve to amend TTTI Sale Contract No. 37P15, dated June 26, 1991 between TEXACO TRADING AND TRANSPORTATION INC., ("Seller") and HUNTWAY REFINING COMPANY ("Buyer"). Exhibit A-Amendment No 1, attached, and TTTI's General Provisions dated December 1990, which are incorporated herein by reference, set forth the terms and conditions under which seller agrees to continue to sell and deliver and buyer agrees to continue to purchase and receive crude oil or condensate.

Please return one fully executed copy of this amended agreement to the attention of Contract Administrator.

HUNTWAY REFINING COMPANY

By: _____

Exec. V.P.
Title

Date: 9/8/92

TEXACO TRADING AND TRANSPORTATION INC.

By: _____
W. J. Finnerty
Vice President
Western Region

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August 20, 1992

EXHIBIT A
AMENDMENT NO. 1

TTTI Sale No. 37P15
Dated June 20, 1991
Trans. Date: August 20, 1992

Huntway Refining Company
1651 Alameda St.
Wilmington, CA 90744

TTTI Contact: L. L. Sires

Huntway Contact: Terry Stringer

==========

ITEM(S) AMENDED: Effective September 1, 1992. Amend DELIVERY to Texaco Trading and Transportation Inc.'s Avon meter site into Exxon Corporation's pipeline facilities; effective May 1, 1992. Amend QUANTITY to 20% of net Texaco Trading and Transportation Inc. interest in Harvest Platform, or 1,000 barrels per day, whichever is less. Amend Payment clause to include Net Out Agreement.

==========

TTTI's sale and delivery to Huntway.

QUALITY: Point Arguello type crude oil.

QUANTITY: 20% of the net of Texaco Trading and Transportation Inc. interest in Harvest Platform less any royalty taken in kind, under the 20% Small Business Set Aside Rule specified in OCS Lands Act Amendment of 1978, of 1,000 barrels per day, whichever is less.

DELIVERY: By Texaco Trading and Transportation Inc.'s Avon meter site into Exxon Corporation's pipeline facilities for Huntway's account, Avon, CA. Title to and risk of loss of the same shall pass from Texaco Trading and Transportation Inc. to Huntway Refining Company at the outlet flange of Texaco Trading and Transportation Inc.'s Avon meter site.

PRICE: The average of Chevron U.S.A. Inc., Texaco Trading and Transportation Inc. and Unocal Corporation's posted price for Point Arguello type crude oil, adjusted for actual gravity delivered, plus $3.70 per gross barrel location differential. (See Special Provisions). Deliveries deemed to be equal daily quantities.

PAYMENT. Due on or before the 20th of the month following the month of delivery, pursuant to the terms of the Net Out Agreement between the two parties, via wire transfer.

TERM: June 1, 1991 to December 1, 1991 and continuing every six (6) months thereafter until the first of the month following either party's one hundred eighty (180) days advance written notice of termination.

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FURTHER CONDITIONS.

SPECIAL PROVISIONS: Location differential is to be adjusted up or down as Gaviota Terminal Company fee increases or decreases, respectively, from $1.20 per gross barrel, and as AAPL tariff from GTC to Pentland increases or decreases, respectively, from $1.20 per gross barrel. As posting level of $8.17 per gross barrel increases or decreases, location differential can be reopened to consider loss allowance and time value of money.

CREDIT PROVISION: Huntway Refining Company shall provide an irrevocable standby Letter of Credit acceptable to Texaco Trading and Transportation Inc.

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TEXACO TRADING AND TRANSPORTATION INC
P.O. BOX 5560 DENVER, CO 80217-5560
OIL PURCHASE STATEMENT
NOVEMBER 1991

PAGE 2 OF 2

LEASE NO: 52252
LEASE NAME: PARCO CHCS. [illegible]

KET TE	TICKET NUMBER	TANK METER	ADJ GRV	NET BBL/MCF	PRICE BBL/MCF	GROSS VALUE
9-93	01926C	00000	19.9	16,282.29	6.0356	98,263.02
ET TOTAL	001926			56,988.00	6.7493	384,628.29
EMENT TOTAL			19.9	429,573.36	7.1673	3,087,472.20

LEASE TAX 0.00

ABLE INTEREST	NET BBLS	GROSS VALUE	LEASE TAX	LEASE NET VALUE
0.0000000	0.00	0.00	0.00	0.00
MPT INTEREST	NET BBLS	GROSS VALUE	LEASE TAX	LEASE NET VALUE
1.0000000	429,573.36	3,087,472.20	0.00	3,087,472.20
TOTAL PURCHASE	NET BBLS	GROSS VALUE	LEASE TAX	LEASE NET VALUE
1.0000000	429,573.36	3,087,472.20	0.00	3,087,472.20

INQUIRIES CALL: TIM DALTON 818-891-1988

429573.36
142378.74
625951.0

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TEXACO TRADING AND TRANSPORTATION INC. DATE 12-13-93 PAGE 5565

6966 COMPANY 05 TOTAL PURCHASES BY LEASE FOR PERIOD ENDING 9311

.E 52252 TAX STATUS 0 PAID BY DA DATE 9311 GROSS BBLS 429,573.36 GROSS VALUE 3,607,977.26 GROSS TAX 0.00

OWNER	NAME	OWNER TYPE	VOL	DECIMAL INTEREST	PAY TAX CODE	TAX STATUS	TAX AMT	GROSS INTEREST DISTRIBUTION
101614	TEXACO PRODUCING INC (6715)	A	01	1.0000000	01	0	0.00	3,607,977.26
				01.0000000			0.00	3,607,977.26

TOTAL BBLS 429,573.36 TOTAL VALUE 3,607,977.26 TOTAL TAX 0.00 LEASE TOT

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TEXACO TRADING AND TRANSPORTATION INC
P.O. BOX 5560 DENVER, CO 80217-5560
OIL PURCHASE STATEMENT
NOVEMBER 1993

LEASE NAME: PAPCO (DCS) ORVX
DESCRIPTION: PT ARGUELLO, HARVEST

SUN OPERATING LIMITED PRINSHP
BY ORVX ENERGY COMPANY
AS MANAGING GENERAL PARTNER
13155 NOEL ROAD
DALLAS TX 75240-5000

LEASE NO 52259
OPERATOR 996686
COUNTY SANTA BARBARA
STATE CALIFORNIA
PRODUCT CRUDE OIL

	TICKET NUMBER	TANK/ METER	ADJ GRV	NET BBL/MCF	PRICE BBL/MCF	GROSS VALUE
93	001390	00000	20.0	9,957.89	7.1917	[illegible]
93	001391	00000	20.0	17,071.51	7.1917	[illegible]
93	001392	00000	20.0	18,052.99	7.1917	[illegible]
93	001408	00000	20.0	24,144.43	7.1917	[illegible]
93	001409	00000	20.0	16,361.95	7.1917	[illegible]
93	001410	00000	19.9	21,576.34	7.1767	[illegible]
93	001412	00000	19.7	30,095.43	7.1767	[illegible]
93	001421	00000	19.9	37,222.80	7.1767	[illegible]
93	001422	00000	19.7	843.42	7.1767	6,027.67
93	001426	00000	19.9	26,051.90	7.1767	186,966.67
MENT TOTAL			19.9	196,378.24	7.1781	1,409,628.38

LEASE TAX 0.00

LE INTEREST	NET BBLS	GROSS VALUE	LEASE TAX	LEASE NET VALUE
0.0000000	0.00	0.00	0.00	0.00
PT INTEREST	NET BBLS	GROSS VALUE	LEASE TAX	LEASE NET VALUE
1.0000000	196,378.24	1,409,628.38	0.00	1,409,628.38
TOTAL PURCHASE	NET BBLS	GROSS VALUE	LEASE TAX	LEASE NET VALUE
1.0000000	196,378.24	1,409,628.38	0.00	1,409,628.38

QUERIES CALL: JM DALTON 818-851-1988

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CONTR NO.	T I	DESCRIPTION	E/D GRVTY	VOLUME BBLS / DAY	C F	VOLUME BBLS/MNTH	PRICE	OTHER COSTS	PRICE DOLLARS	COST DOLLARS	TOTAL DOLLARS
TION 41-PAPCO (OCS) - 8200											
CHASES											
	W	.25% L/A (G.M.T.)	0.0	50.17-		1,505-	7.0417	0.0000	10,598	0	10,598
76P41	6	SUN OPERATING LP	20.5	6,800.00		204,000	7.2667	0.0000	1,482,407	0	1,482,407
96P47	9	SUN (MARINE TRAN.ADJ	0.0	0.00		0	0.0000	0.0000	0	0	0
96P47			0.0	0.00		0	0.2000	0.0000	40,800	0	40,800
16R98	1	EPI-OCS (HARVEST)	20.5	14,895.00		446,850	7.2667	0.0000	3,247,125	0	3,247,125
		TOTAL PURCHASES		21,695.00		650,850	7.3457	0.0000	4,780,929	0	4,780,929
ES											
	I	10 8201 GMI	0.0	20,064.00		601,920	7.3294	0.0000	4,411,712	0	4,411,712
	E	ENDING INVENTORY	0.0	1,631.00		48,930	7.3294	0.0000	358,628	0	358,628
		TOTAL SALES		21,695.00		650,850	7.3294	0.0000	4,770,340	0	4,770,340
		TOTAL REVENUE		0.00		0			10,589-	0	10,589-
TION 42-GAVILIA MAR.TERM (OCS)- 8201											
CHASES											
	W	.25% AAPL L/A	0.0	21.83-		655-	7.0417	0.0000	4,612	0	4,612
	R	TERMINALLING-GMI DEL	0.0	0.00		0	0.0000	0.8000	0	481,536	481,536
	I	FR 8200 PAPCO	0.0	20,064.00		601,920	7.3294	0.0000	4,411,712	0	4,411,712
	B	BEGIN INVENTORY	0.0	2,745.00		82,350	7.2667	0.8000	598,413	65,880	664,293
		TOTAL PURCHASES		22,809.00		684,270	7.3286	0.8000	5,014,737	547,416	5,562,153
ES											
	I	10 4530 TAP	0.0	10,333.00		309,990	7.2667	0.8000	2,252,604	247,992	2,500,596
	I	10 8202 PENTLAND	0.0	8,731.00		261,930	7.2667	0.8000	1,903,367	209,544	2,112,911
37P15	7	HUNTWAY (CIU)	20.5	1,000.00		30,000	7.2389	0.8000	217,167	24,000	241,167
	E	ENDING INVENTORY	0.0	2,745.00		82,350	7.2667	0.8000	598,413	65,880	664,293
		TOTAL SALES		22,809.00		684,270	7.2655	0.8000	4,971,551	547,416	5,518,967
		TOTAL REVENUE		0.00		0			43,186-	0	43,186-

TEXACO TRADING & TRANSPORTATION
CRUDE OIL MOVEMENT SHEET
DECEMBER 1993 G/L WORKDAY 38

7:51 MONDAY, JANUARY 17, 1994 1019

FOR U.S. GOVERNMENT USE ONLY
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DIVISION 206 STATION 08201
CAMEDIA MARINE TERM (OCS)

STA NO	GP	PAC	DEPT CO	CONTR NO	RECPAY	DATE MMYY	IC	LEASE	TO/CM STA	VOUCHER CTL	SOU	WD	SUB	VOLUME BARRELS	CRUDE COST	OTHER COST	$/BBL	
		********** BEGINNING INVT **********																
08201	A	101801				9311								82,358.00	668,655.68	0.00	8.1189	
										BEGINNING INVT				82,358.00	668,655.68	0.00	8.1189	
														AVERAGE $/BBL	8.1189	0.0000		
		********** CM REC & TRANSP **********																
08201	C	106003				9311	017		08200	36	799	16	60078	635,166.00	4,635,133.57	0.00	7.2975	
										TOT CM REC & TRANSP				635,166.00	4,635,133.57	0.00	7.2975	
														AVERAGE $/BBL	7.2975	0.0000		
		********** OTHER ACTIVITY **********																
08201	E	106003				9311	018		04530	36	799	16	60078	-298,073.00	-2,175,192.26	0.00	7.2975	
08201	E	106003				9311	018		08202	36	799	16	60078	-261,151.00	-1,905,753.40	0.00	7.2975	
08201	E	107202				9311	031			36	799	16	60078	0.00	-67,646.92	0.00		
08201	E	107203				9311	024			36	799	16	60078	10.00	72.98	0.00	7.2980	
08201	E	108903				9311	025			36	799	16	60078	-29,909.00	-218,261.39	0.00	7.2975	
										TOTAL OTHER ACTIVITY				-589,123.00	-4,366,780.99	0.00	7.4123	*
										CLOSING INVT (BOOK)				128,401.00	937,008.26	0.00	7.2975	**
		********** O/S REVENUE **********																
08201	J	470132		371615	00043870	9311	000			10	710	12	12300	-29,908.96	-216,423.34	-24,176.59	8.0444	
										TOTAL O/S REVENUE				-29,908.96	-216,423.34	-24,176.59	8.0444	*
														AVERAGE $/BBL	7.2361	0.8083		
		********** O/S COST **********																
08201	K	600390				9311	025			36	799	16	50078	29,909.00	218,261.39	0.00	7.2975	

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ALL AMERICAN PIPELINE COMPANY
SHIPPER'S BALANCE STATEMENT
NOVEMBER 1993

(NET BARRELS)

TEXACO TRADING & TRANSPORTATION COMPANY

	Type of Crude	Beginning Inventory	Receipts	Allowance Oil	Transfers In/(Out)	Available For Delivery	Delivery	Ending Inventory
	WCS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
102	OCS	115,621.98	✓ 261,150.69	652.80	0.00	376,115.79	262,103.44	114,016.35
556	WCHEAVY	(23,054.15)	0.00	0.00	0.00	(23,054.15)	0.00	(23,054.15)
	Totals	92,567.83	261,150.69	652.80	0.00	353,065.64	262,103.44	90,962.20

GAVIOTA TERMINAL COMPANY
P.O. BOX 42130
HOUSTON, TEXAS 77242

CARRIER: 04000

FORM [illegible]
STATEMENT OF ACCOUNT

NOVEMBER, 1993

SHIPPER: 000000[illegible]

GRADE: 00075 OUTER CONFIDENTIAL [illegible]

TEXACO TRADING & TRANS INC.
ATTN: CRUDE OIL ACCOUNTING
P.O. BOX 5560 TERMINAL ANNEX
DENVER, CO 80217

TARIFF	PLOP / DATE / RECEIVED FROM LOCATION CONSIGNEE	OPENING BALANCE	RECEIPT BARRELS	PLOP / DATE / DELIVERED TO LOCATION CONSIGNEE	DELIVERY BARRELS	OVER SHORT LOST LOSS ALLOW (LA) VOL SHORT (VS)	CLOSING BALANCE
05-00-4000-00-00		231,531.11-					
05-00-4003-01-75				5780-0000 11-1993 TEXACO TRADING & TRANS INC. GAVIOTA TERMINAL THEVRON USA INC	549,704.81	[illegible]	781,235.92-
05-00-4003-00-00		114,255.66					[illegible]
05-00-4003-00-00	4781-0000 11-1993 POINT ARQUELLO PIPE LINE CO GAVIOTA TERMINAL		625,951.50	[illegible]			[illegible]
05-00-4003-00-00	4781-0000 10-1993 POINT ARQUELLO PIPE LINE CO GAVIOTA TERMINAL		8,187.23	[illegible]			
05-00-4003-00-00	4781-0000 09-1993 POINT ARQUELLO PIPE LINE CO GAVIOTA TERMINAL		51.93	[illegible]			
05-00-4003-00-75				5780-0001 11-1993 TEXACO TRADING & TRANS INC. GAVIOTA TERMINAL ALL AMERICAN PIPELINE	291,049.78		657,[illegible]

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[illegible]

291-4978

43870

HUNTWAY PARTNERS, L.P.
1651 ALAMEDA STREET
WILMINGTON, CA 90744

INVOICE DATE: 12/10/93

INVOICE NO.: 9312102360

ORIGINAL: X

REVISION:

DELIVERY MONTH 11/93

TERMS: 20TH BY NET-OUT

STATION: 8201 206

CONTRACT NO:: 37P15 (37P15)
CRUDE TYPE: (CTU) PT. ARGUELLO (CHEV, TEXACO, UNOCAL)
DELIVERED AT: AVON OCS

DATE:	DESCRIPTION:	BARRELS:	GRAVITY:	PRICE:	AMOUNT:
TYPE:	(CTU) PT. ARGUELLO (CHEV, TEXACO, UNOCAL)				
11/93	CRUDE PRODUCT	8,032.97	20.1	7.17890000	57,667.89
		5,605.28	20.5	7.23890000	40,578.06
		6,051.40	20.6	7.25390000	43,896.25
		10,219.31	20.7	7.26890000	74,283.14
		29,908.96			216,423.34
	GAVIOTA TERMINAL FEE			(30,220.74 X .80)	24,176.59
	TOTAL DUE TEXACO				240,599.93

IF YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE, PLEASE CALL TERI WOODY AT (303) 860-3672. THANK YOU FOR YOUR COOPERATION.

TO ASSURE CREDIT, ATTACH A COPY OF INVOICE OR REFER TO INVOICE NUMBER ON CHECK STUB.

WIRE INSTRUCTIONS:
CHASE MANHATTAN BANK, N.A., NEW YORK, NY
FOR CREDIT TO: TEXACO TRADING AND TRANSPORTATION INC.
WIRE RECEIPTS ACCOUNT NUMBER
ACCOUNT NO. 910-2-538981

PAC	BBLS	10	02
4701.02	(29,908.96)	(216,423.34)	(24,176.59)

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Rec'd 8-10-95

LEASE NAME [illegible]

BEGIN LEASE NAME: _____

LEASE NUMBER	LEASE NAMES	MKT DIV	COUNTY	STATE
52415	PAPCO (NGL)-HUNTWAY	06	SANTA BARBARA	CA
52416	PAPCO (NGL)-ORYX	06	SANTA BARBARA	CA
52414	PAPCO (NGL)-TEPI	06	SANTA BARBARA	CA
52253	PAPCO (OCS) - HUNTWAY	06	SANTA BARBARA	CA
52254	PAPCO (OCS) - ORYX	06	SANTA BARBARA	CA
52252	PAPCO (OCS) - TPI	06	SANTA BARBARA	CA

11/93

Harvest
[illegible] Form

Recd
7-31-95

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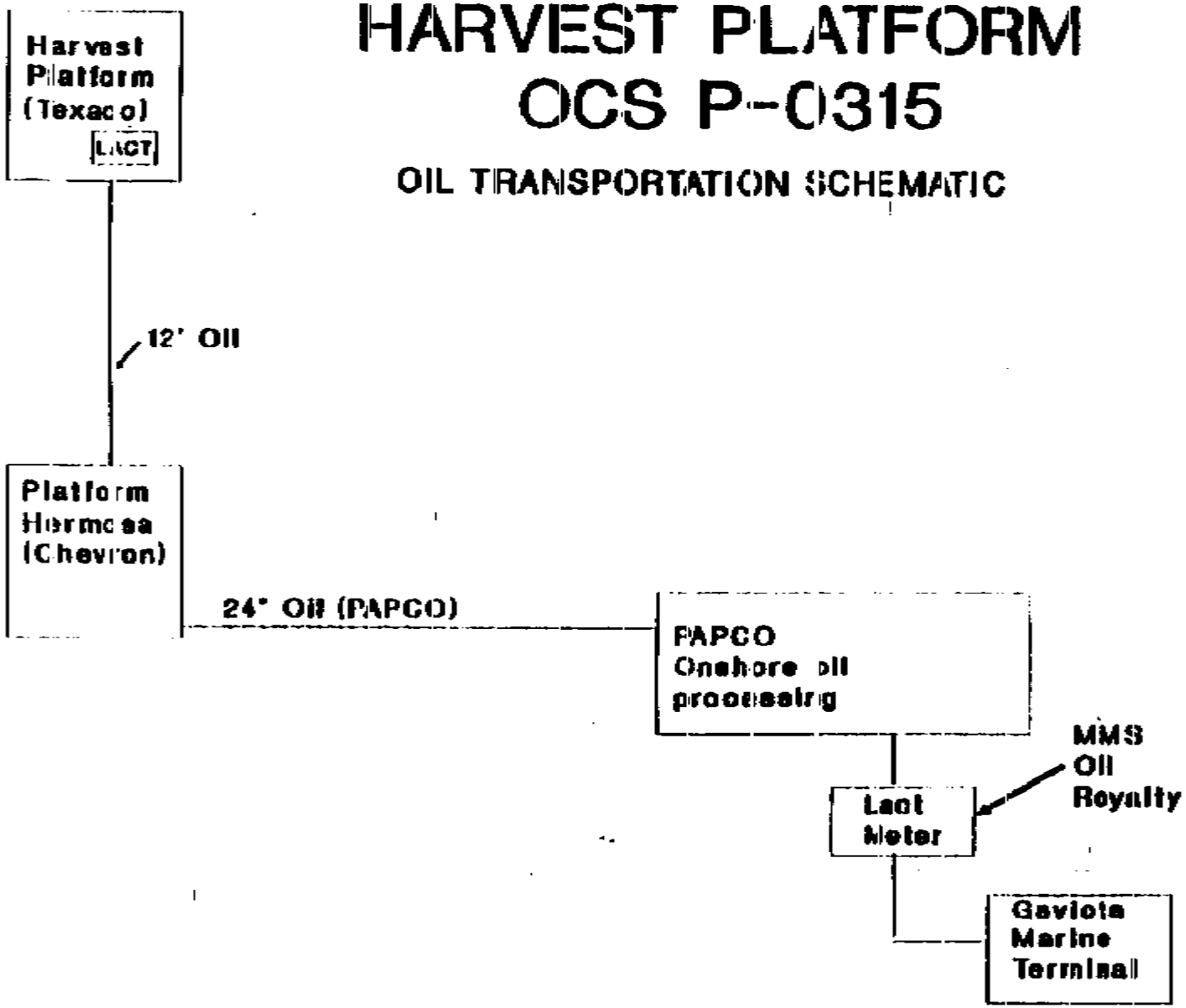
HARVEST PLATFORM
OCS P-0315

OIL TRANSPORTATION SCHEMATIC



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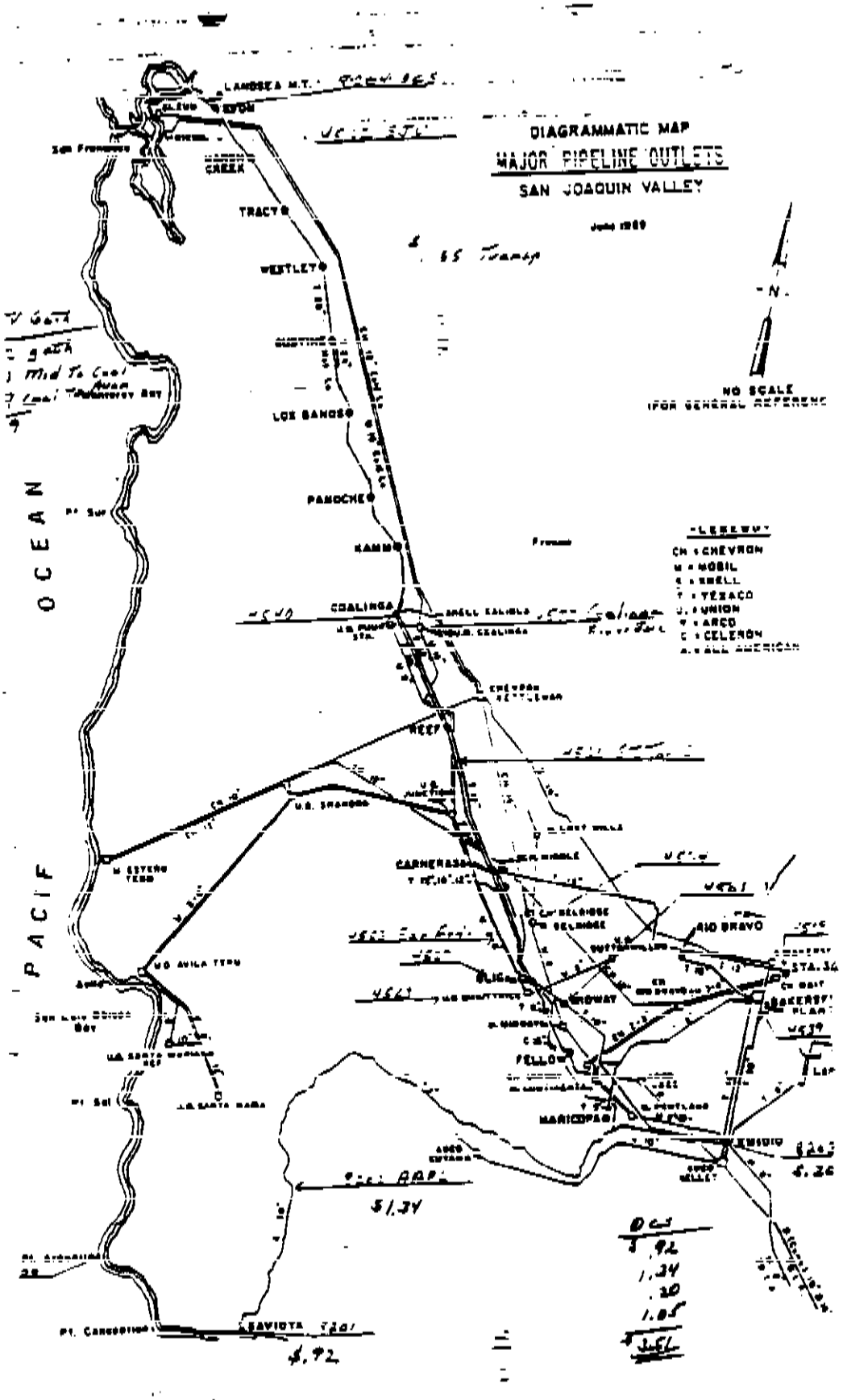

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CASE STUDY

ARMS LENGTH SALE

Answer

Arms Length Sale Definition:

- O Contract arrived at in the market place
- O Between independent, non affiliated persons
- O With opposing economic interest

Seller: Texaco Trading and Transporation (TTTI)

Buyer: Huntway Refining Company (HRC)

Contract Type: Arms Length Sale (assume TTTI purchased from non affiliated lessee)

Why: Penwell Directory does not indicate parties are affiliated .

Pricing Terms: Average of several postings, Chevron, TTTI and Union in original contract with delivery at outlet of PAPCO facility. Amended effective 9/1/92 including a $3.70/bbl LOCATION DIFFERENTIAL for deliveries to Avon, California.

Correct royalty determination: Gross Proceeds

Proof of Payment: TTTI Oil Purchase Statement, Estimated Sales and Purchases Stmt, Crude TTTI Oil Movement Sheet, AAPL Shipper's Balance Statement, Gaviota Terminal Statement of Account and Invoice from TTTI to Huntway Partners (Refining) with contract..

armlen3
res
4/7/97

37 P15
Filed in Order

K

EXCELLENT PRODUCTION COMPANY
CONTRACT FORCRUDE OIL PURCHASE/SALE

Contract Type: Outright Sale

Date: 1/01/84

Purchaser: Superior Oil Company

Seller: Excellent Production Company

1. Quantity & Quality: Excellant's owned or controlled share of heavy crude oil production from California properties listed in Exhibit "A".

2. Delivery: Into pipelines or tank truck trailers designated by Superior. Measurement shall be by tank gauges or through mutually acceptable meters. Title and risk of loss shall pass for Excellant to Superior as the crude oil or condensate enters into the first flange by the mode designated owned or provided by Superior at delivery point.

3. Transportation Costs/Tariffs: None.

4. Loss Allowance: None.

5. Term: During the period January 1,1984 to December 30,1984 and continuing thereafter subject to cancellation by either party hereto giving the other at least 30 days written notice of such cancellation.

6. Price/Payment: Average postings among Chevron/Mobil/Union (adjusted for gravity). Payment by wire transfer by the 20th of the month following delivery.

Agreed and accepted to:

Vice President of Field Operations
Excellent Production Company
729 Baskin Robin Lane
Houston, Texas, 77008

Paul R. Price
Vice President - Crude Oil Purchasing
Superior Oil Company
729 Baskin Robin Lane
Houston, Texas, 77008

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Excellent Production Company

Accounting Entries - June 1984

		Debit	Credit
6/30/84	Account Receivable- Superior	$ 20,000.00	
	_ Crude Oil Sales-Midway Premier		$ 20,000.00

Run tickets

Run tickets show two 500 barrel runs (adjusted for BS&W and Temperature) from the Midway Premier lease, one on 6/07/84 and one on 6/21/84. The gravity of each run was 12 degree API..

Posted Prices

The following were the posted prices for 12 degree oil in the Midway Sunset field for June 1984:

Posting	Price
Chevron	$ 19.90
Mobil	20.00
Union	20.10

These prices did not change during the month.

Invoice

Excellent invoiced Superior for $20,000, on 7/01/84, based upon 1,000 barrel of 12 degree crude oil at an average posted price of $20.00 per barrel. Superior paid this invoice, by a wire transfer, on 7/20/84.

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Superior Oil Company

Accounting Entries- June, 1984

		Debit	Credit
6/30/84	Crude Oil Purchases-Excellent Midway Premier 1000bbls	$ 20,000.00	
	Accounts Payable-Excellent		$ 20,000.00
6/30/84	Accounts Receivable-Shell	$ 22,050.00	
	Crude Oil Sales		$ 20,100.00
	Gathering Expense		$ 1,950.00

Invoice

Superior invoiced Shell, on July 1,1984, for $ 22,050.00, based upon 1,000 barrels of 12 degree crude oil at the Union posted price of $21.10 + $ 1.95 gathering charges. Shell paid $ 22,050.00, by wire transfer, on 7/20/84.

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S-12325 (REV. 5-83) DTNA

DOMESTIC / INTERNATIONAL

☑ CREDIT 1652 TSP ☐ INTL 1624 TSP ☑ BUS SER 1600 TSP

S7

CONTRACT DATA SHEET – PURCHASE/SALE

CONTRACT TYPE:

DATE: 6/20/84

STORAGE SALE/PURCHASE ☐

COMPANY: SUPERIOR OIL CO.

SUPERIOR WRITES

LEASE SALE/PURCHASE ON STORAGE CONTRACT ☐

ATTENTION: JULES B. VIDEAU

CREDIT APPROVAL:

L. C. YES / NO

OUTRIGHT ☒ OVERALL ☐

ADDRESS: P.O. BOX 1521

CONTRACT NUMBER: PCL-1110

OFFSET

HOUSTON, TX 77001

CONTROL: C 7-4/11

STREAM CODE VARIOUS

OTHER CO. CONTRACT NO.

NEGOTIATORS MJS-JAD/ML

1. QUANTITY & QUALITY: SUPERIOR'S OWNED OR CONTROLLED SHARE OF HEAVY CRUDE OIL PRODUCTION FROM CALIFORNIA PROPERTIES LISTED IN EXHIBIT "A". IN THE EVENT SUPERIOR HAS AUTHORITY TO SELL CRUDE OR CONDENSATE OWNED BY OTHERS FROM SUPERIOR OPERATED PROPERTIES LISTED IN EXHIBIT "A", CRUDE OR CONDENSATE SHALL BE SOLD TO SHELL FOR THE PERIOD SUPERIOR'S AUTHORITY PREVAILS. QUALITY DETERMINATIONS SHALL BE IN ACCORDANCE WITH STANDARDS SET FORTH IN THE GENERAL PROVISIONS HERETO.

2. DELIVERY: INTO PIPELINES OR TANK TRUCK TRAILERS DESIGNATED BY SHELL. MEASUREMENT SHALL BE BY TANK GAUGES OR THROUGH MUTUALLY ACCEPTABLE METERS. TITLE AND RISK OF LOSS SHALL PASS FROM SUPERIOR TO SHELL AS THE CRUDE OIL OR CONDENSATE ENTERS INTO THE FIRST FLANGE OWNED BY THE MODE DESIGNATED OR PROVIDED BY SHELL AT DELIVERY POINT.

3. TRANSPORTATION COSTS / TARIFFS

4. LOSS ALLOWANCE: VOLUME VALUE

5. TERM: DURING THE PERIOD JUNE 1, 1984 TO NOVEMBER 30, 1984 AND CONTINUING THEREAFTER SUBJECT TO CANCELLATION EFFECTIVE DECEMBER 1, 1984 OR THEREAFTER BY EITHER PARTY HERETO GIVING THE OTHER AT LEAST 60 DAYS ADVANCED WRITTEN NOTICE OF SUCH CANCELLATION AS PROVIDED HEREIN.

6. PRICE / PAYMENT: HIGHEST POSTING AMONG CHEVRON/MOBIL/UNION (ADJUSTED FOR GRAVITY) PLUS GATHERING CHARGES FOR ONSHORE HEAVY (BELOW 20.0° API) OF $1.95 PER NET BARREL. PAYMENT BY WIRE TRANSFER BY THE 20TH OF THE MONTH FOLLOWING THE MONTH OF DELIVERY. SHELL WEEKEND/HOLIDAY PAYMENT PROVISIONS TO APPLY.

RECEIVED
OIL OPERATIONS

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7. WINDFALL PROFIT TAX Superior PAYS

8. SEVERANCE TAX PAYS

DOMESTIC OIL
CORR. NBR.

9. OTHER/ACCOUNTING CONTACT

10. REMARKS DUE TO CURRENT MARKET CONDITIONS SHELL MUST PAY A PREMIUM TO RETAIN THIS CRUDE OIL SUPPLY. COMPARED TO THE ALTERNATIVE ANS/FOREIGN REPLACEMENT BARREL THIS SAVES SHEL APPROXIMATELY $1-$1.50/BARREL.

SHELL PURCHASE FROM
SUPERIOR CONTRACT PCL-1110

HEAVY CRUDE - 20.0 DEGREE GRAVITY API AT 60°F AND BELOW

Field	Lease/Unit	Superior Leases/Units	Key Code
Cymric	Midway Premier	Midway Premier	89659
	Moor-Boynton	Moor-Boynton	89658
	Moor-Weston	Moor-Weston	89660
	Salt Creek Unit	Salt Creek Unit	89245
		F&W, Carrec	
Edison	Smith, Lon V	Smith, Lon V	89384
Lost Hills	Bankline Oil Company	Bankline Oil Company	89654
	Theta Oil and Land Co.	Theta Oil and Land Co.	89653
		Government Lost Hills	
Richfield	Richfield Community	Richfield E. Dome Unit	89436
West Coalinga	CF 10 and CF 11	West Coalinga Fee	89496
Wilmington	Fault Block V Unit	Fault Block V Unit	89365

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BIG WEST OIL COMPANY

A Subsidiary of Flying J. Inc.
P. O. Box 678
Brigham City, Ut. 84302
(801)734-6400

Flying J Oil & Gas Inc.
Attn: Mr. John Scales
P.O. Box 540180
North Salt Lake, UT 84054-0180
(801)298-7733

Big West Contract # P-31-0591

Dear Mr. Scales:

This Agreement is made between Flying J Oil & Gas Inc., hereinafter referred to as the "Seller", and Big West Oil Company hereinafter referred to as the "Buyer", whereby Seller agrees to sell and deliver and Buyer agrees to purchase and receive crude oil under the terms and conditions set forth on Attachment A, and B, attached hereto and which are hereby made a part of this Agreement.

Please execute and return one copy of this Agreement if it meets with your approval.

FLYING J OIL & GAS INC.

By: John R Scales

V.P.

Title

BIG WEST OIL COMPANY

By:

Mgr Crude & LPG Supply

Title

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ATTACHMENT A

Big West Contract # P-31-0591

1. TERM:

Effective April 1, 1989 through April 30, 1989 and continuing month to month thereafter subject to thirty (30) days advance written notice of cancellation by either party.

2. QUANTITY & QUALITY:

Yellow and Black Wax type crude oil equal to production from various leases in the Altamont/Bluebell Fields in Uintah County and Duchesne County, Utah.

3. DELIVERY & TITLE:

Title shall pass when this material is delivered into Buyer's designated tank trucks at the outlet flange of lease storage facilities.

4. PRICE:

Yellow Wax: Big West posted price for Altamont Yellow Wax, gravity corrected.

Black Wax: Big West posted ptice for Uintah Basin Black Wax, gravity corrected.

For pricing purposes, crude oil shall be deemed to have been delivered in equal daily quantities during each calendar month.

5. PAYMENT:

Payment shall be made by check on or before the twentieth (20th) of the month following month of delivery.

6. INVOICING:

All invoicing and correspondence shall be sent to the following address:

Big West Oil Company
ATTN: Crude Oil Acctg.
P.O. Box 678
Brigham City, Utah 84302

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ATTACHMENT B

GENERAL PROVISIONS

MEASUREMENTS AND TESTS:

All measurements hereunder shall represent 100% volume, consisting of United States barrels of 42 gallons, the quantity and gravity of which will be adjusted to 60 degrees Fahrenheit temperature. Procedures for measuring and testing except for delivery through positive displacement type liquid meters, shall be computed in accordance with the ASTM published methods then in effect. Procedures for such metertype deliveries shall be in accordance with the ASME-API (Petroleum PD Meter Code) published methods then in effect. The material delivered hereunder shall be merchantable and acceptable to the carriers involved but shall not exceed one percent (1.0%) as & W, of which the free water content should not exceed two-tenths of one percent (0.2%), and full deduction shall be made for all BS & W content according to the ASTM Standard Method then in effect. Should either party hereto fail to have a representative present during such measuring and testing, the measurement and tests of the other party shall be accepted.

PAYMENT:

Unless specific pricing terms are indicated on contract, deliveries each month shall be considered in equal daily quantities during that month irrespective of the dates actually delivered or of price changes. Unless specific payment terms are indicated, Buyer agrees to pay Seller within 10 days after receipt of an invoice, but not later than the 25th of the month following delivery. Any provisional invoice is subject to final adjustment.

WARRANTY:

Seller warrants title to all such material sold and delivered hereunder and covenants that all such material shall be free and clear of all taxes, liens, encumbrances, and other charges, and that all royalties due on the production thereof shall have been paid when due and that the same was produced in compliance with applicable laws and regulations, state and federal, including the Fair Labor Standards Act of 1938, as amended. Seller indemnifies Buyer against any damages, losses or expenses which Buyer may suffer due to the breach of this warranty and covenant, including but not limited to reasonable attorneys fees which may be incurred in connection therewith. If Buyer has notice of any defect in title or breach of warranty or covenant, Buyer may terminate this agreement immediately or may withhold in escrow, subject to payment as the parties or a court may later direct, all or any part of the funds due hereunder.

NOTICE CONTAMINANTS:

Because of the damage caused to refinery equipment, Big West Oil Company, will not accept crude oil containing either chlorinated hydrocarbons, such as, but not limited to: carbon tetrachloride, dechloroethane, trichloroethylene, tetrachlorethylene, and 1,1,1, trichloroethane or oxygenated hydrocarbons such as but not limited to: isopropyl alcohol, acetone, and glycols. Any seller delivering crude oil to Big West Oil Company, containing such contaminants will be held liable for all damages, including consequential damages resulting from that delivery.

FORCE MAJEURE:

Either party hereto shall be relieved from liability for failure to deliver or receive all such material thereunder for the time and to the extent such failure is occasioned by war, fire, explosion, riots, strikes or other industrial disturbances, acts of God, governmental regulations, disruption or breakdown of production or transportation facilities, delays of pipeline carrier in receiving and delivering all such material tendered, or by any other cause whether similar or not, reasonably beyond the control of such party.

ASSIGNMENT:

Any assignment of the Agreement, in whole or in part, shall be void without the prior written consent of the other party.

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TO: Larry Erickson

DATE: 15-Feb-94

FROM: Kim Stewart

****

Effective March 1, 1994, we will be making the following changes in the product type for the leases listed below:

FLYING J LEASE WAS BUYING AS YELLOW, WILL NOW BE BLACK:

Miles 120A4	57 B/D

FLYING J LEASE WAS BUYING AS BLACK, WILL NOW BE YELLOW:

A Knight 128B3	18 B/D
Ute 127A1E	71 B/D
MP 134A1E	52 B/D
Ute 222A1E	54 B/D
Ute 235Z2	35 B/D
WG Hansen 123B3	72 B/D

KEYSTONE LEASE WAS BUYING AS BLACK, WILL NOW BE YELLOW:

HF Mann 228Z2	46 B/D

Rob will be amending our contracts for these leases, as to who/where we will sale them.

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BIG WEST OIL COMPANY
P.O. BOX 678
BRIGHAM CITY, UT 84302
(801)734-9416

September 30, 1994

Flying J Oil & Gas Inc.
Attn: Mr. Jim Wilson
P.O. Box 540180
North Salt Lake, UT 84054-0180
(801)298-7733

Big West Contract # P-31-0591
Amendment #2

Dear Jim:

This letter shall serve as amendment to the above referenced crude oil contract, by ADDING the following YELLOW WAX leases to the original contract effective OCTOBER 1, 1994.

WELL NAME	LOCATION	COUNTY/STATE
Bradley 1-23A1	Sec 23 T1S R1W	Uinta/Utah
Bassett 1-22A1	Sec 22 T1S R1W	Duchesne/Utah
Bisel 1-11A1	Sec 11 T1S R1W	Uinta/Utah

Please execute and return one copy of this Agreement if it meets with your approval.

FLYING J OIL & GAS, INC.

By: [signature]

V.P. Operations
Title

Date: 10-18-94

BIG WEST OIL COMPANY

By: [signature]

Mgr. Crude & LPG Supply
Title

Date: October 3, 1994

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BIG WEST OIL COMPANY
P.O. BOX 678
BRIGHAM CITY, UT 84302
(801)734-9416

August 31, 1994

Flying J Oil & Gas Inc.
Attn: Mr. Jim Wilson
P.O. Box 540180
North Salt Lake, UT 84054-0180
(801)298-7733

Big West Contract # P-31-0591
Amendment #1

Dear Jim:

This letter shall serve as amendment to the above referenced crude oil contract, by ADDING the following YELLOW WAX leases to the original contract effective September 1, 1994.

WELL NAME	LOCATION	COUNTY/STATE
Perfect Ten 1-10A1	Sec 10 T1S R1W	Duchesne/Utah
Eula Ute 1-16A1	Sec 16 T1S R1W	Duchesne/Utah
Maximillian Ute 1-14A3	Sec 14 T1S R3W	Duchesne/Utah
Sam H.U. Mungus 1-15A1	Sec 15 T1S R1W	Duchesne/Utah
Boom Boom 2-29A1		Duchesne/Utah
H.E. Mann 2-28Z2	Sec 28 T1N R2W	Duchesne/Utah
Gusher 2-17B1	Sec 17 T2S R1W	Duchesne/Utah

Please execute and return one copy of this Agreement if it meets with your approval.

FLYING J OIL & GAS INC.

By: James W. Wilson

VICE PRESIDENT OPERATIONS
Title

Date: September 9, 1994

BIG WEST OIL COMPANY

By: [illegible]

Mgr. Crude & LPG Supply
Title

Date: September 1, 1994

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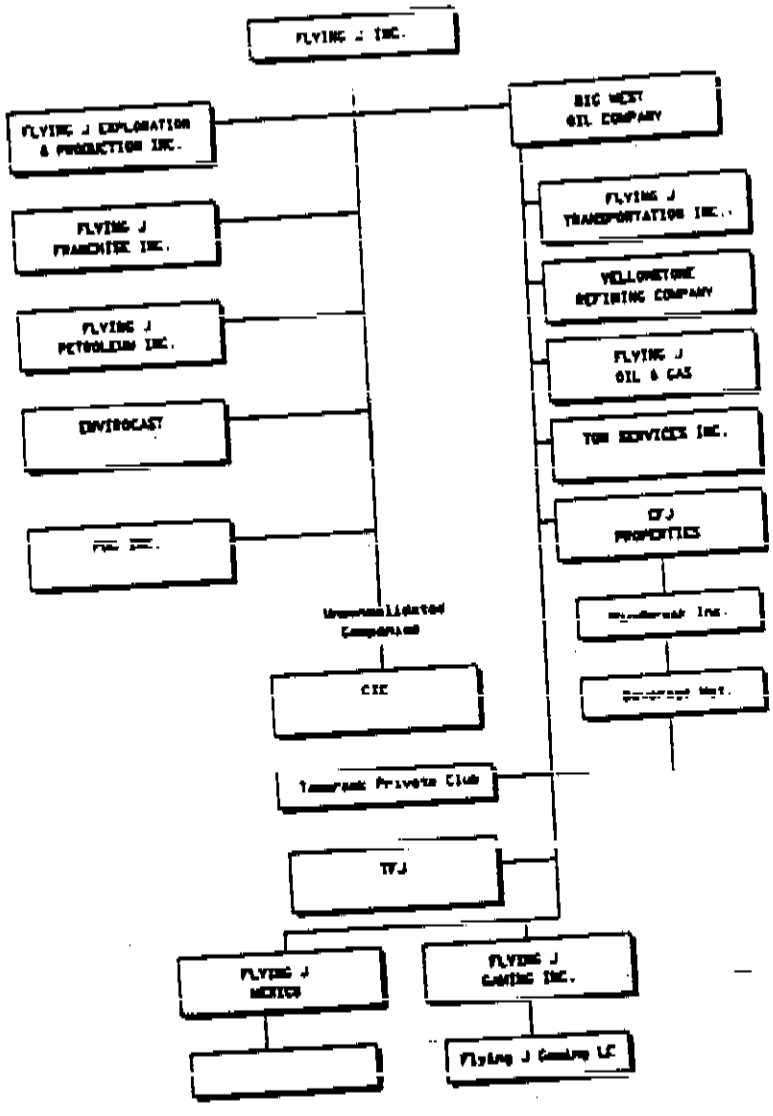
FLYING J INC. & SUBSIDIARIES
NOVEMBER 1994



Shell Corporations

CFI	Bloomline Asphalt Sales Inc.
Vidrel	Yellowstone Oil & Gas
Summit Park	ITS Credit Corp.

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5-30257.001
Audit No.
Prepared by

Author: Mark Lawson at ~MMS-DENVER-GH-2
Date: 7/19/95 1:02 PM
Priority: Normal
Charles Jackson
Subject: BIG WEST AUDIT
---------- Message Contents ----------

I talked to Brad about message below. Please add Flying J to your Big West audit

---

Forward Header
Subject: BIG WEST AUDIT

Author: Shawna Hopkins at ~MMS-DENVER-GH-2
Date: 5/31/95 7:35 AM

Todd--

I spoke with Brad yesterday and he wanted me to relay a message to you about the Big West audit on schedule for next year. Flying J is part of Big West and should be added to the scope of the audit. He said that Flying J has the same address and documents are signed by the same people. If you need additional information, you can give Brad a call at (801) 297-4708.

Thanks!

Shawna

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FLYING J. OIL COMPANY
COMPANY BACKGROUND
DECEMBER 1994

Flying J Inc.(parent), created Big West Oil Company (the Company), for the purpose of acquiring all the capital stock of two subsidiaries of Husky Oil Ltd., a Canadian corporation (Husky). The company currently owns and operates 11 car/truck stops and a retail gasoline station all located in the western an midwestern states, and the refinery in North Salt Lake City, Utah, which were obtained in the Husky acquisition.

The Company buys domestic crude oil produced in Utah and Wyoming within about 250 mile radius of the Salt Lake refinery. The refinery has the capacity to process up to 24,000 barrels of crude oil per day, converting it into gasoline, jet fuel, diesel fuel, and some propane and residual fuels. This supplies many of the Parent's retail outlets and other wholesale customers in Utah, Wyoming, Southern Idaho, Eastern Oregon and Washington. Much of this is shipped through our fleet of Company-owned trucks.

On June 30, 1989, Flying J purchased the assets located in Utah of SW [illegible] Inc. a Houston, Texas based corporation. In 1991, Flying J contributed its interest in these assets and combined them with another division known as Flying J Exploration & Production, Inc. to form what is known as Flying J Oil & Gas Inc. (FJ O&G), a wholly owned subsidiary of the Company.

FJ O&G is engaged in the exploration, development acquisition and production of crude oil and natural gas reserves in the Rocky Mountain region of the United States. Today, FJ O&G owns an interest in approximately 300 producing oil and gas wells in Montana, North Dakota, Utah and Wyoming of which approximately 85 are operated by them. The field operations are overseen from our field office located near Roosevelt, Utah. Current oil and gas production, as well as development and exploratory drilling programs are concentrated in Utah's Uinta Basin, Wyoming's Powder River Basin, and Williston Basin of North Dakota.

Effective January 31, 1991, the Big West Company, together with a subsidiary of Conoco Inc. (Conoco) organized CFJ, a Utah general partnership. CFJ purchased Travel plazas from the Parent and continues to build new Travel Plazas throughout the United States. CFJ's network of interstate fueling facilities currently includes 49 Travel Plazas.

Background Data
Source Dennis Woods - Vice President

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BIG WEST OIL COMPANY
CRUDE PURCHASING
AREA PRICE BULLETINS

PRIVATE AND CONFIDENTIAL

Effective 7:00 a.m. on the date(s) indicated, and subject to change without notice and subject to the terms and conditions of its division orders or other contracts. Price is based on 40.0 degrees API gravity. Price is subject to a deduction of $0.015 per each 0.1 degree of gravity below 40.0 and per each 0.1 degree gravity above 40.0

JANUARY 1994

Bulletin #	Effective Date	Uintah Basin Black Wax	Altamont Yellow Wax
94-01	3	$13.75	$15.75 *
94-02	4	$14.00 *	$15.75
94-03	5	$14.00	$16.50 *
94-04	6	$14.75 *	$16.50
94-05	7	$15.00 *	$16.50
94-06	8	$14.75 *	$16.50
94-07	10	$14.25 *	$15.75 *
94-08	11	$14.25	$16.00 *
94-09	12	$14.00 *	$15.50 *
94-10	13	$13.75 *	$15.25 *
94-11	14	$14.00 *	$15.50 *
94-12	15	$14.25 *	$15.50
94-13	18	$14.50 *	$15.50
94-14	19	$14.50	$16.00 *
94-15	20	$14.75 *	$15.75 *
94-16	21	$14.50 *	$15.75
94-17	24	$14.50	$16.00 *
94-18	25	$14.75 *	$16.00
94-19	26	$14.75	$16.25 *
94-20	27	$15.00 *	$16.25
94-21	29	$14.75 *	$16.25
94-22	31	$14.75	$16.00 *
	WGT AVE:	14.419	15.911

* denotes change

Distribution: R.E. Garner
L.D. Erickson
R.P. Garner

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file: C:\LOTUS\KIM\BWOCBULL

BIG WEST OIL COMPANY

A Subsidiary of Flying J, Inc.
P. O. Box 678
Brigham City, Ut. 84302
(801)734-6400

March 4, 1992

Uinta Oil & Gas Inc.
Mr. Craig Phillips
P.O. Box 1618
Roosevelt, UT 84066
(801)722-3000

Big West Contract # P-59-0392

Dear Mr. Phillips:

This Agreement is made between Uinta Oil & Gas Inc., hereinafter referred to as the "Seller", and Big West Oil Company hereinafter referred to as the "Buyer", whereby Seller agrees to sell and deliver and Buyer agrees to purchase and receive crude oil under the terms and conditions set forth on Attachments A, A.1, and B, attached hereto and which are hereby made a part of this Agreement.

Please execute and return one copy of this Agreement if it meets with your approval.

UINTA OIL & GAS INC.

By: Craig Phillips

PRES
Title

Date: MARCH 14-92

BIG WEST OIL COMPANY

By: [illegible]

Mgr Crude & LPG Supply
Title

Date: 5 March 1992

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ATTACHMENT A

Big West Contract # P-59-0392

1. TERM:

Effective March 1, 1992 through March 31, 1992 and continuing month to month thereafter subject to thirty (30) days advance written notice of cancellation by either party.

2. QUANTITY & QUALITY:

All yellow wax crude oil as produced from the leases listed in Attachment A.1.

3. DELIVERY & TITLE:

Title shall pass when this material is delivered into Buyer's designated tank trucks at the outlet flange of lease storage facilities.

4. PRICE:

Big West Oil Company's Altamont Yellow Wax posted price, gravity corrected.

5. PAYMENT:

Payment shall be made by check via United States Mail on or before the twentieth (20th) of the month following month of delivery for crude oil and thirty (30) days thereafter for natural gas assuming funds have been received from gas purchaser.

6. INVOICING:

All invoicing and correspondence shall be sent to the following address:

Big West Oil Company
ATTN: Crude Oil Acct.
P.O. Box 678
Brigham City, Utah 84302

7. SPECIAL PROVISIONS:

Big West has agreed to preform the division order work relative to the natural gas produced from the specified leases, but with the understanding that we will not pay interest owners for the gas until we receive the proceeds from Uinta Oil & Gas and/or their current purchaser. Also we will disperse said revenues in the proportions as indicated to us to be correct and legal by Uinta Oil & Gas.

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FLYING J OIL AND GAS
LEASE 509-003887-0
CA 584084679-0
BRADLEY 1-23A1

1 SAMPLE MONTH	2 3160 VOLUME	3 PURCHASER VOLUME	4 DIFFER	5 REPORT VOLUME	6 CA ALLOC	7 ROYALTY VOLUME 5*6	8 2014 VOLUME	9 DIFFER
May-90								
Jun-90								
Jan-91								
Feb-91								
Nov-92								
Dec-92								
Jul-93								
Aug-93								
Sep-94								
Oct-94	186	185 94	0 06	185 94	0 166667	30 99	30 99	0
Mar-95	3252	3252 15	-0 15	3252 15	0 166667	542 03	542 02	0 01
Apr-95	3074	3074 42	0 42	3074 42	0 166667	512 4	512 41	-0 01
			0 51					

Note: If column 4 is 1 or greater then the higher volume shown in column 2 or column 3 is used in column 5

Flying J became the designated payor effective 10-94

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FLYING J OIL AND GAS
LEASE 509-003887-0
CA 584084679-0
BRADLEY 1-23A1

1	2	3	4	5	6	7	8	9
SAMPLE MONTH	REPORT VOLUME	CA ALLOC	ROYALTY VOLUME 2*3	SALES PRICE	ROYALTY RATE	ROYALTY DUE 4*5*6	ROYALTY PAID	ADDITION DUE 7-8
May-90								
Jun-90								
Jan-91								
Feb-91								
Nov-92								
Dec-92								
Jul-93								
Aug-93								
Sep-94								
Oct-94	185.94	0.166667	30.99	$19.032	28.00%	$165.14	$165.01	$0.13
Mar-95	3252.15	0.166667	542.03	$19.750	28.00%	$2,997.43	$2,997.65	($0.22)
Apr-95	3074.42	0.166667	512.4	$21.100	28.00%	$3,027.26	$3,027.29	($0.03)
								($0.12)

Note: Flying J became the designated payor effective 10-94

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[illegible]

[illegible] TICKET [illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	950403	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	950404	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	950406	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	950408	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	950410	[illegible]	280.97	[illegible]	[illegible]
[illegible]	950414	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	950416	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	950418	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	950420	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	950422	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]		0.00	0.00	[illegible]	[illegible]
[illegible]	0.000000	[illegible]	0.00	0.000	0.00
[illegible]	0.000000	[illegible]	0.00		

[illegible] ETCH SUMMARY [illegible] SYSTEM MENU
[illegible]-ORDER STMT [illegible]

[illegible] PURCHASE [illegible] TITLE MAIN [illegible] 9504

3128 TP VEND [illegible] 9504 BRADLEY 123A1

NUMBER	DATE	[illegible]	[illegible]	NETVOL	[illegible]	[illegible]	[illegible]
[illegible]	950422	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1
[illegible]	950422	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1
[illegible]	0	[illegible]	[illegible]	0.00	[illegible]	[illegible]	
[illegible]	0	[illegible]	[illegible]	0.00	[illegible]	[illegible]	
[illegible]	0	[illegible]	[illegible]	0.00	[illegible]	[illegible]	
[illegible]	0	[illegible]	[illegible]	0.00	[illegible]	[illegible]	
[illegible]	0	[illegible]	[illegible]	0.00	[illegible]	[illegible]	
[illegible]	0	[illegible]	0.00	0.00	[illegible]	[illegible]	
[illegible]	0	[illegible]	[illegible]	0.00	[illegible]	[illegible]	
[illegible]	0	[illegible]	0.00	0.00	[illegible]	[illegible]	
[illegible]	0	[illegible]	0.00	0.00	[illegible]	[illegible]	
MONTH TOTAL	9504	[illegible]		3074.42	[illegible]	[illegible]	
ALLOC TOTAL	0.000000	[illegible]		0.00	0.000	0.00	
ALL/PUR TOT	0.000000	[illegible]		0.00	0.000	0.00	

[illegible] ETCH SUMMARY [illegible] PF2-INQ/CHG PF3-DEL SCR [illegible] SUM
[illegible]-ORDER STMT [illegible] PRINTED TICKETS PF11-SYSTEM MENU [illegible]

✓ verified to Big West's Del Postings (yellow wax)
[illegible] F-18

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Note: Big West's postings for yellow wax is derived from the higher of Amoco's or Chevron's postings

a

[illegible] PURCHASE TICKET SUMMARY BY TITLE POINT [illegible]

3128 TP VEND/LOC [illegible] BRADLEY 123A1 [illegible]

TICKET DATA

NUMBER	DATE	T	INKMET	[illegible]	ADJGRS	NETVOL	PRICE	NETAMT	TIER
031421	950301	3	008012	[illegible]	[illegible]	248.76	19.750	[illegible]	1
031422	950303	[illegible]	00801[illegible]	[illegible]	[illegible]	252.83	[illegible]	[illegible]	1
031428	950305	[illegible]	00801[illegible]	[illegible]	249.41	249.16	[illegible]	[illegible]	1
031431	950308	6	008017	40.4	251.94	251.69	[illegible]	[illegible]	1
031640	950310	3	0080[illegible]	[illegible]	250.80	250.55	[illegible]	[illegible]	1
031645	950314	3	00801[illegible]	[illegible]	248.45	248.20	[illegible]	[illegible]	1
031440	950312	[illegible]	0080[illegible]	40.[illegible]	250.10	249.85	19.750	[illegible]	1
031443	950312	6	00801[illegible]	[illegible]	[illegible]	250.92	19.750	[illegible]	1
031448	950321	[illegible]	008018	40.[illegible]	250.84	250.59	19.750	[illegible]	1
031452	950321	6	00801[illegible]	[illegible]	247.25	247.10	19.750	[illegible]	1

MONTH TOTAL	0	[illegible]	0.00	0.000	[illegible]
ALLOC TOTAL	0.0000000	[illegible]	0.00	0.000	[illegible]
ALL/PUR TOT	0.0000000	[illegible]	0.00	0.000	[illegible]

CNT-FETCH SUMMARY PF1 [illegible] PF2 INQ/CHG PF3-DEL SCN [illegible] PF5 TKT SUM
PF6-ORDER STMT [illegible] TICKETS PF11-SYSTEM MENU [illegible]

CM363N00.M01 PURCHASE [illegible] SUMMARY BY TITLE POINT [illegible]

T 1 3128 TP VEND/LOC [illegible] BRADLEY 123A1 [illegible] 9503

TICKET DATA

NUMBER	DATE	T	INKMET	API	ADJGRS	NETVOL	PRICE	NETAMT	TIER
031455	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1
031460	[illegible]	[illegible]	0080[illegible]	[illegible]	248.40	248.24	19.750	[illegible]	1
031463	950[illegible]	3	0080[illegible]	[illegible]	250.[illegible]	250.28	[illegible]	[illegible]	1
	0			[illegible]	0.00	0.00	0.000	[illegible]	
	0			[illegible]	0.00	0.00	0.000	0.00	
	0			[illegible]	0.00	0.00	0.000	0.00	
	0			0.0	0.00	0.00	0.000	0.00	
	0			0.0	0.00	0.00	0.000	0.00	
	0			0.0	0.00	0.00	0.000	0.00	
	0			0.0	0.00	0.00	0.000	0.00	

MONTH TOTAL	9503	40.5	3252.15	19.750 ✓	[illegible]
ALLOC TOTAL	0.0000000	0.0	0.00	0.000	0.00
ALL/PUR TOT	0.0000000	0.0	0.00	0.000	0.00

CNT FETCH SUMMARY PF1 [illegible] PF2-INQ/CHG PF3-DEL SCN PF4-INQ PF5-TKT SUM
PF6-ORDER STMT [illegible] TICKETS PF11-SYSTEM MENU [illegible]

✓verified to Big West's Oil Postings (yellow wax)

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[illegible]SN00, M01 PURCHASE TICKET SUMMARY BY [illegible] [illegible] [illegible]:11

TPNUM [illegible] [illegible]/LOC 99820 BRADLEY [illegible] [illegible]

TICKET DATA

NUMBE	DATE	T	TNKMET	API	ADJGRS	NET GL	PRICE	NETAMT	[illegible]
[illegible]	[illegible]	A		40.[illegible]	[illegible]	[illegible]	19.032	[illegible]	[illegible]
[illegible]	[illegible]	C	008018	40.[illegible]	[illegible]	[illegible]	19.032	[illegible]	[illegible]
[illegible]	[illegible]	A		40.[illegible]	[illegible]	[illegible]	19.032	[illegible]	[illegible]
	[illegible]			0.0	0.00	0.00	0.000	0.00	
	[illegible]			0.0	0.00	[illegible]	0.000	0.00	
	[illegible]			0.0	0.00	0.00	0.000	0.00	
	[illegible]			0.0	0.00	0.00	0.000	0.00	
	[illegible]			0.0	0.00	0.00	0.000	0.00	
	[illegible]			0.0	0.00	0.00	0.000	0.00	
	[illegible]			0.0	0.00	0.00	0.000	0.00	
	[illegible]			0.0	0.00	0.00	0.000	0.00	
MONTH TOTAL			9410	40.6		[illegible]	19.032	3538.81	
[illegible]			0.0000000	0.0		0.00	0.000	0.00	
[illegible]			[illegible].0000000	0.0		[illegible]	0.000	0.00	

[illegible] PF1-ADD SCN PF2-[illegible] [illegible] SCN PF4-IND PF[illegible] [illegible]
[illegible] PF10-REPRICE TICKETS PF11 [illegible] MENU PF12-MAIN MENU

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products pipeline extends from Big Spring, Texas, to Duncan, Oklahoma. The portion of this pipeline from Big Spring to Wichita Falls is known as the Trust Pipeline, and is a products pipeline. The section from Wichita Falls to Duncan, Oklahoma, is known as the River Pipeline.

Jimmy A. Munn — *President*
Cullen M. Godfrey — *Vice President*
Brendan M. O'Connor — *Vice President and Treasurer*
James D. Grier — *Controller and Assistant Treasurer*
Linda Middleton — *Secretary*
Mary Bartlett — *Assistant Secretary*
Randy Hillman — *Assistant Secretary and Assistant Treasurer*

Other Subsidiaries
Fina Security, Inc.
Coaden Pipe Line Company
Fina Technology, Inc.
Coa-Mar, Incorporated
Coa-Mar Company
Fina Sales Corporation
Fina United Corporation
Finachem Sales Corporation
FinaServe, Inc.
Petrolina Gas Pipeline Company
Petrofina-U.S. Corporation
American Petrofina Pipe Line Company
Fin-Tex Pipe Line Company
Ceaden, Inc.
Fina Splitter, Inc.
Fina LaTerre, Inc.
LaTerre Development Corp.
Mistal, Inc.
Fina Natural Gas Company
Fina Oil and Chemical Company
Archon Shipping, Inc.
Sigma Coatings, Inc.

FLYING J INC.
FLYING J GAS & OIL INC.
BIG WEST OIL CO.
50 West 990 South
Box 678
Brigham City, UT 84302
Ph: 801-734-6400
Fax: 801-734-6666
Telex: 62870584 E Z LINK

Flying J Inc. and its subsidiaries are engaged in exploration and production, refining, gas processing, wholesale marketing and retail marketing.

On December 31, 1993, Flying J purchased the United States downstream assets of Husky Oil Company through the purchase of its R.M.T. Properties Inc.

O. J. Call — *Chairman*
J. Phillip Adams — *President*
R. E. Garmer — *Senior Vice President, Refining and Supply*
Rob Garmer — *Manager, Crude and LPG Supply*
Val Ferrin — *Manager, Product Supply, Western Region*
Doug Wells — *Manager, Wholesale Marketing, Western Region*

Salt Lake City Office
Box 540100
N. Salt Lake City, UT 85054
Ph: 801-298-7733
John Scales — *Vice President, Exploration and Production*
Vince Memmott — *Manager, Refinery and Engineering Services*

HODGDEN OIL COMPANY
406 18th Street
Golden, CO 80401
Ph: 303-279-8199
Fax: 303-279-8594

Hodgden Oil Company provides geological consultants for oil operators, oil and gas exploration, and wellsite geology services. The company was established in 1970.

H. Jerry Hodgden — *President*
Sharles Yamaos — *Assistant*

HOWELL CORPORATION
1010 Lamar, Suite 1800
Houston, TX 77002-9990
Ph: 713-658-4000
Fax: 713-658-4007

Howell Corporation is a integrated independent energy company. Through wholly owned operating units, Howell is engaged in oil and gas exploration and production, crude oil and natural gas marketing, technical fuels manufacturing and marketing, custom chemical processing, product terminaling and common carrier bulk liquids transportation of hydrocarbons and chemicals.

Paul N. Howell founded the company in 1955 as a San Antonio, Texas refiner. Since becoming publicly traded in 1969, the company has moved from refining and technical services to exploration and production, its primary business since 1980. In 1982 internal crude oil gathering and marketing operations were expanded to service operators in Texas, Louisiana and Oklahoma. In 1989 internal transport operations were consolidated and expanded to service third parties. The company entered the chemical toll processing business in 1989 after modifying an improved site in Channelview, Texas, purchased in 1988. In 1991, a custom-designed research and reference fuel facility was added and the San Antonio, Texas operation relocated to Channelview, Texas. The San Antonio, Texas plant was sold in 1992.

On July 6, 1993, Howell Corporation acquired non-expiring fee mineral interests covering approximately 1,778,000 gross and 878,000 net acres from the Federal Intermediate Credit Bank of Jackson, Mississippi for $24.1 million. The acquisition is subject to the negotiation of a definitive agreement with a closing contemplated for early August. The fee mineral interests, located in Mississippi (64%), Alabama (35%) and Louisiana (1%), include proved developed producing reserves as of December 31, 1992, of one million barrels of oil equivalent (BOE), split evenly between oil and gas. During 1992 this reserve base generated $2.7 million in royalty income with additional lease bonus and delay rental income of $.5 million. As of December 31, 1992, only 16% of the acreage was under lease, with only 1.4% currently held by production. Howell is not the largest mineral owner in the southeastern region.

Paul N. Howell — *Chairman and Chief Executive Officer*
Paul W. Funkhouser — *President and Chief Operating Officer*
Allen R. Stanton II — *Senior Vice President and Chief Financial Officer*
Karen N. Pape — *Vice President and Controller*
Gordon E. Goodman — *Vice President*
Sandra M. Ryan — *Manager, Investor Relations*

Howell Petroleum Company
(Operating Unit of Howell Corporation)
1010 Lamar Building, Suite 1800
Houston, TX 77002-9990
Ph: 713-658-4100
Fax: 713-658-4012

Howell Petroleum Company was formed by the Howell Corporation in 1979 for the purpose of acquiring the oil and gas properties of a public Colorado-based limited partnership. Late in 1979, the limited partnerships were incorporated into Howell Petroleum, with the addition of oil and gas properties which had previously been owned separately by Howell Corporation. Howell Petroleum became a wholly owned operating unit of Howell Corporation through a successful cash tender offer in 1984. Howell Petroleum Company and its subsidiaries engage in oil and gas exploration, acquisition, development and operation of onshore and offshore oil and gas properties.

M. R. Drake — *President*
J. W. Abernathy — *Vice President, Operations and Engineering*
Robert H. Nunnalee — *Vice President, Land*
Don J. Chevoustie — *Vice President, Accounting*
Charles P. Haul — *Vice President, Exploration*
Lamar L. Loyd — *Vice President, Development*

Venice Field Office
Box 705
Venice, LA 70091
Ph: 504-534-7450
Paul Orlando — *Superintendent*
Nicholas Cage Lundy — *Superintendent*

Bryan Field Office
Route 5, Box 514-A
Bryan, TX 77803
Ph: 409-823-8236
Duane Spruill — *Foreman, Production*

Howell Hydrocarbons & Chemicals Inc.
(Operating Unit of Howell Corporation)
1201 South Sheldon Road
Box 429
Channelview, TX 77530
Ph: 713-457-2766
Fax: 713-457-1469

Howell Hydrocarbons & Chemicals, Inc. was formed in 1990 through a merger of Howell Hydrocarbons and Howell Chemical Systems. Operations are located on a 51-acre site served by rail, truck, barge and pipeline. It is engaged in chemical toll processing and terminaling, and the manufacture and marketing of specialty research and reference fuels.

David Hobinson — *President*
William L. Gibson — *Vice President, Operations*
Robert Rumford — *Vice President, Marketing*
George Frerks — *Vice President, Safety, Health and Environmental*

Howell Crude Oil Company
(Operating Unit of Howell Corporation)
1010 Lamar Building, Suite 1800
Houston, TX 77002-9990
Ph: 713-658-4000
Fax: 713-658-4153

1990 COAL PURCHASE AGREEMENT

POWDER HORN COAL COMPANY AND

MORE COAL COMPANY

FOR U.S. GOVERNMENT USE ONLY

This agreement ("Agreement", 1990 Coal Purchase Agreement" or "contract") is made and entered into as of January 1, 1990, by and between POWDER HORN Coal company ("Buyer"), a joint venture, and MORE COAL Company ("Seller"), a joint venture.

W I T N E S S E T H

WHEREAS, Buyer desires to purchase coal from Seller, and Seller desires- to sell coal to Buyer, on the terms and conditions herein set forth.

NOW THEREFORE, for good and valuable consideration Buyer and Seller agree as follows:

Section 1. Quantities of Coal.

1.01 Buyer shall purchase from Seller and Seller shall mine and deliver to Buyer, the quantity of coal for each of the years as indicated below:

and ash of 28% and 9%, respectively, an ash fusion temperature (fluid) in a reducing atmosphere no greater than 2375 Degrees F, and a sulphur content not in excess of .65% on an "as-received" basis; provided, however, that the approximate average quality of the coal shall be as specified under Section 4.01 hereof.

§4.03 If any trainload of coal delivered by Seller under this contract fails to meet the quality specifications set forth in Section 4.02, then the current per ton price of coal under this contract shall be reduced by twelve percent (12%) for that trainload. Seller agrees to notify Buyer as soon as Seller becomes aware of any trainloads of coal which do not meet the quality specifications set forth in Section 4.02.

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5. Base Prices.

§5.01 The applicable base price ("Base Price") of coal per ton (2,000 pounds) FOB railroad cars at the Mine is set forth below. Each Base Price is effective as of December 31, 1987 and is subject to adjustment in accordance with Section 6 hereof.

Year of Delivery	Base Price Per Ton
1988 - 1993	$ 7.30
1999 - 2015	$ 9.00

§5.02 Each Base Price consists of the following components:

Component	$7.30 Base Price	$9.00 Base Price	Price Adjustment Section
Metals & Metal Products	$0.417	$0.519	6.02
Construction Machinery & Equipment	1.668	2.074	6.03
Mining Industry Earnings	1.042	1.297	6.04
GNP Implicit Price Deflator	1.042	1.296	6.05
Governmental Impositions			6.06
Severance Tax	1.320	1.625	
Gross Proceeds Tax	0.216	0.266	
Resource Indemnity Trust Tax	0.009	0.014	
Real & Personal Property Taxes	0.081	0.081	
Black Lung	0.308	0.379	
Reclamation Fee	0.350	0.350	
Royalties	0.847	1.099	6.07
New Taxes	0.000	0.000	6.08
Changes in Laws	0.000	0.000	6.09
	$7.30	$9.00	

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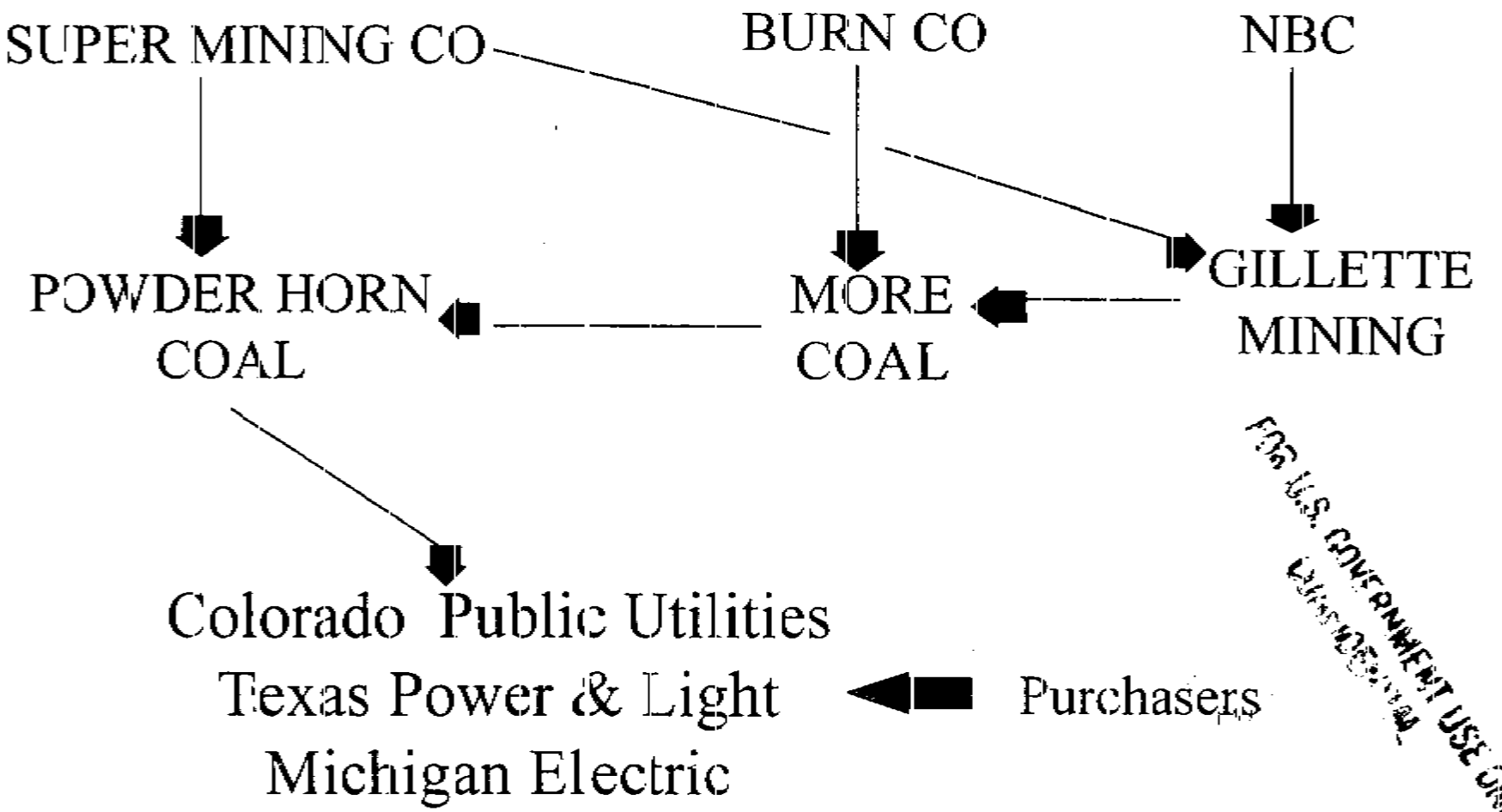
Ownership Chart



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COAL EXAMPLE

BACKGROUND*

SUPER MINING COMPANY

50% Ownership in More Coal
100% Ownership in Powder Horn Coal
50% Ownership in Gillette Mining

BURN CO

50% Ownership in More Coal

NBC

50% in Gillette Mining

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Gillette Mining and More Coal sell coal to Powder Horn Coal.

Powder Horn Coal in turn sells to:

Colorado Public Utilities
Texas Power and Light
Michigan Electric

*Source: Keystone Coal Industry Manual, Sales/Purchase Contracts and Royalty Valuation Division company files.

FOR U.S. GOVERNMENT USE ONLY
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COAL CONTRACT BETWEEN
TEXAS POWER & LIGHT Company
POWER HORN COAL Company

Coal Purchase Contract

This agreement made and entered into this 16th day of July, 1979, by and between Texas Power & Light Company, a corporation incorporated and existing concurrently under the laws of the States of Colorado and Kansas, with its principal offices in James Town, Colorado, hereinafter referred to as TEX. And the Powder Horn Coal Company, a Joint Venture with principal offices at Clear Springs, Arizona, hereinafter called POWDER.

WITNESSETH

WHEREAS, TEX owns and operates an electric power generating system;

WHEREAS, TEX, desires to secure and POWDER desires to supply an assured and dependable supply of low sulphur coal suitable for use at Texas, Long Horn Power Plant and the new Power Plant to be built adjacent to the St. Budda Power Plant;

NOW THEREFORE, POWDER agrees to sell and deliver, from its Big mine, Big Valley, Colorado and TEX agrees to accept and pay for coal of the quantity and quality hereinafter stated upon the following terms and conditions.

ARTICLE I - TERM

SECTION 1.01

The coal to be purchased hereunder shall be delivered during twenty-sex (26) consecutive periods, hereinafter referred to as fiscal

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ARTICLE II - TERM

SECTION 2.01

The term of this contract shall be for a period of twenty (20) fiscal years beginning with 1978, each of such years to consist of twelve (12) months ending December 31.

ARTICLE III - QUANTITY

SECTION 3.01

During each of the years provided for, Buyer shall purchase and accept delivery, and Seller shall sell and deliver, quantities of coal as set forth below:

Year	Minimum Quantity	Maximum Quantity
1978	4,000,000	4,400,000
1979	4,000,000	4,400,000
1980	4,000,000	4,400,000
1981	4,000,000	4,400,000
1982	4,000,000	4,400,000
1983	4,000,000	4,400,000
1984	4,000,000	4,400,000
1985	4,000,000	4,400,000
1986	4,000,000	4,400,000
1987	4,000,000	4,400,000
1988	4,000,000	4,400,000
1989	4,000,000	4,400,000
1990	4,000,000	4,400,000
1991	4,000,000	4,400,000
1992	4,000,000	4,400,000
1993	4,000,000	4,400,000
1994	4,000,000	4,400,000
1995	4,000,000	4,400,000
1996	4,000,000	4,400,000
1997	4,000,000	4,400,000

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At least six (6) months prior to the beginning of each fiscal year, Buyer shall advise Seller of the tons of coal to be purchased in the immediately succeeding fiscal year within the minimums and maximums above specified. In the event that Buyer fails to notify Seller within this time frame, Buyer shall be deemed to have elected to receive the minimum quantity.

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agents of a mutually acceptable independent commercial testing organization (the "Organization") using suitable testing equipment provided by Seller at the Mine, said sampling and testing to be in accordance with the then current methods approved by the American Society for Testing Materials (ASTM). The results of the sampling and analysis so performed shall be mailed to Buyer as the tests are completed. Buyer may have a representative present at any time to observe the sampling. All samples shall be divided into three (3) parts and placed in suitable air-tight containers. One part shall be forwarded to Buyer for analysis, one part shall be retained for analysis by the Organization, and the third part shall be retained in one of the aforementioned containers, properly sealed and labeled to be saved for future analysis in the event of a dispute between the parties regarding the analyses. Should analysis of the third part be found necessary, such analysis shall be made in quadruplicate by an independent commercial testing laboratory (the "Lab"), selected by the parties, with the average of the results of such an analysis to be binding on the parties. The cost of the analysis made by the Lab shall be shared equally by the parties. If the Organization, for any reason, does not sample any trainload of coal delivered hereunder, a sample taken by the Buyer at the unloading point shall be used.

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ARTICLE VIII - PRICE

SECTION 8.01

The base price of coal per ton (2,000 pounds) FOB cars, at the Mine, which complies with the standards set forth in Section 4.01 hereof, shall be $6.55. The base price shall be subject to the adjustments provided for in Articles IV and IX hereof.

TEXAS POWER & LIGHT

Purchases from

POWDER HORN COAL CO

	Tons	Coal	$/ton
1987	3,340,500	$102,018,870.00	30.54
1988	2,965,396	$ 94,062,361.12	31.72
1989	1,966,231	$ 56,371,842.77	28.67
1990	1,923,813	$ 54,944,099.28	28.56
1991	1,901,797	$ 53,497,549.61	28.13

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MINE	UTILITY	PLANT	ST	TONS (000)	BTU	DEL $/T	DEL C/MM	FRT $/T	FOB $/T
CLOVIS POINT	OKLAHOMA PUB SV CO	NORTHEASTERN	OK	1494.0	7995	$ 26.36	164.9	$17.00	$ 9.36
COAL CREEK	LOWER COLO RIV AUTH	FAYETTE	TX	598.0	8363	$ 31.14	186.2	$18.00	$13.14
	OKLAHOMA G & E	MUSKOGEE	OK	99.2	8397	$ 17.02	101.4	$13.50	$ 3.52
	SOUTHWESTERN PUB SV	TOLK	TX	69.0	8172	$ 17.68	108.2	$14.00	$ 3.68
	WISCONSIN P & L	EDGEWATER	WI	1151.6	8364	$ 27.70	165.6	$23.35	$ 4.35
				1917.8	8358	$ 27.84	166.6	$20.84	$ 7.00
CORDERO	BASIN ELEC PWR COOP	LARAMIE RIVER	WY	2369.5	8314	$ 11.73	70.6	$ 5.00	$ 6.73
	IOWA P & L	COUNCIL BLUFFS	IA	34.3	8281	$ 15.96	96.4	$ 8.00	$ 7.96
	IOWA SOUTHERN UTIL	BURLINGTON	IA	42.6	8262	$ 15.73	95.2	$12.00	$ 3.73
		OTTUMWA	IA	2190.1	8350	$ 18.45	110.5	$13.00	$ 5.45
	IOWA-ILLINOIS G & E	LOUISA	IA	1326.0	8311	$ 20.86	125.5	$14.58	$ 6.28
	KANSAS CITY P & L	HAWTHORN	MO	202.3	8336	$ 12.12	72.7	$ 8.00	$ 4.12
		LA CYGNE	KS	323.5	8377	$ 13.20	78.8	$10.00	$ 3.20
	LOWER COLO RIV AUTH	FAYETTE	TX	2613.0	8346	$ 21.51	128.9	$17.12	$ 4.39
	SAN ANTONIO PB SV BD	DELLY	TX	2322.4	8319	$ 27.61	166.0	$21.00	$ 6.61
	WISCONSIN ELEC PWR	PLEASANT PRAIRIE	WI	80.3	8373	$ 19.10	114.1	$15.50	$ 3.60
				11704.0	8331	$ 19.76	118.4	$14.03	$ 5.73
GREEN RIVER	Indiana Electric	Tanny Dean	IN	2546.0	7576	$37.39	71.9	$26.50	$10.89
DECKER	COMMONWEALTH EDISON	CRAWFORD	IL	1.0	9527	$ 58.97	309.5	$22.00	$36.97
		JOLIET	IL	241.0	9495	$ 56.60	298.1	$22.00	$34.60
		POWERTON	IL	1451.0	9512	$ 53.40	281.2	$22.00	$31.40
		STATE LINE	IN	985.0	9506	$ 56.02	294.7	$26.50	$29.52
		WAUKEGAN	IL	121.5	9536	$ 55.99	293.6	$26.00	$29.99
		WILL COUNTY	IL	261.0	9525	$ 60.40	317.1	$30.50	$29.90
	DETROIT EDISON	BELLE RIVER	MI	2072.0	9638	$ 31.74	164.7	$25.00	$ 6.74
		MONROE	MI	374.0	9643	$ 30.97	160.6	$24.00	$ 6.97
		ST. CLAIR	MI	2525.0	9634	$ 32.06	166.4	$22.00	$10.06
	INDIANA & MICH ELEC	ROCKPORT	IN	9.2	9139	$ 32.77	179.3	$12.00	$20.77
	MARQUETTE BD L & P	SHIRAS	MI	60.8	9260	$ 32.78	177.0	$12.00	$20.78
	NEBRASKA PB PWR DIST	SHELDON	NE	0.5	9630	$ 33.76	175.3	$18.00	$15.76
	UPPER PENINSULA GEN	PRESQUE ISLE	MI	543.0	9609	$ 47.04	244.8	$21.00	$26.04
				8645.0	9587	$ 41.16	214.7	$23.49	$17.67
EAGLE BUTTE	DAIRYLAND POWER COOP	ALMA	WI	67.3	8280	$ 17.15	103.6	$12.00	$ 5.15
		GENOA	WI	139.2	8275	$ 17.82	107.7	$12.00	$ 5.82
	OMAHA PUB PWR DIST	NEBRASKA CITY	NE	228.9	8270	$ 10.33	62.5	$ 7.00	$ 3.33
				435.4	8273	$ 13.78	83.3	$ 9.37	$ 4.41
FORT UNION	AMES ELEC UTIL	AMES	IA	46.0	8084	$ 29.15	180.3	$24.00	$ 5.15
	FREMONT DEPT OF UTIL	WRIGHT	NE	0.1	9543	$ 16.71	87.6	$12.50	$ 4.21
	NEBRASKA PB PWR DIST	SHELDON	NE	136.8	8282	$ 17.17	103.7	$12.00	$ 5.17
	OMAHA PUB PWR DIST	NEBRASKA CITY	NE	112.9	8191	$ 12.84	78.4	$ 7.00	$ 5.84
				295.8	8217	$ 17.42	106.0	$11.96	$ 5.46
JACOBS RANCH	ARKANSAS P & L	WHITE BLUFF	AR	3692.8	8577	$ 29.33	171.0	$17.00	$12.33
	CENTRAL LOUISIANA	RODEMACHER	LA	1804.0	8566	$ 30.99	180.9	$21.00	$ 9.99
	GULF STATES UTIL	NELSON	LA	2181.0	8573	$ 32.88	191.8	$25.00	$ 7.88
	OKLAHOMA PUB SV CO	NORTHEASTERN	OK	1292.0	8598	$ 28.27	164.4	$17.00	$11.27
				8969.8	8577	$ 30.38	177.1	$19.75	$10.63

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SUMMARY BY MINE

EXERCISE 1

SOLUTION

Green River Coal Mining company is a subsidiary of Indiana Electric Power (IEP). The coal is mined from Green River Mine and shipped for IEP's use in Southern Indiana.

- Value is based on coal in marketable condition.

- BENCHMARK:
- The gross proceeds from Non-A/L contract should be comparable to A/L contracts
- The price accepted or approved by the public utility commission
- The price reported to the Dept. of Energy