



INVITATION FOR OFFER – UNRESTRICTED RIK CRUDE OIL SALE
IFO No. MMS-RIKOIL-2009-UNR-006
Deliveries beginning October 1, 2009

Introduction

The U.S. Department of the Interior, Minerals Management Service (MMS) is requesting written offers from companies to buy royalty oil and condensate produced from certain Federal leases in the Gulf of Mexico. In order for offers to be accepted, companies must meet the requirements identified in the Pre-qualification and Credit Requirements section of this invitation.

This Invitation for Offer (IFO) is for a sales term beginning October 1, 2009 (see **Term** section). Buyers will take custody of the royalty oil at the applicable custody transfer points shown in Exhibit A and will be responsible for moving the royalty oil downstream of this point.

Offer Requirements

- **Offers must be made in writing and submitted via email to rikoioffers@mms.gov or facsimile (303-462-9944) by 10:00 am MT on Tuesday, August 11, 2009**
- Offers must be submitted on the Offer Sheet provided in Exhibit A
- Offers must be to the nearest \$0.0001 and MMS will assume missing numbers are zeros if the offer is not to four decimal places
- Offers must reflect total consideration

Failure to comply with the offer requirements may disqualify a company's offer. The MMS will confirm receipt of all offers. The MMS reserves the right to reject any offer. **Royalty oil packages will be awarded by approximately 2:00 pm MT on Thursday, August 13, 2009.**

Please call the contacts below for additional information regarding this IFO:

- Kimbra Davis for technical, property, and contracting questions at 303-231-3514
- David Denson for pre-qualification or credit questions at 281-987-6807
- Bernie Muniz for payment and accounting questions at 303-231-3854

Term

Delivery of royalty oil will begin on October 1, 2009 and end on March 31, 2010 if a 6-month contract is awarded or end on September 30, 2010 if a 12-month contract is awarded.

Offers

Exhibit A is the Offer Sheet to be completed and emailed or faxed. Exhibit A identifies 16 packages of royalty oil including details on the Facility Measurement Point (FMP) operators, pipelines, and custody transfer points. Data in the Exhibit is not warranted and offerors can contact the appropriate parties for the most recent information. The royalty volumes shown for each custody transfer point represent the most recent production data available for properties behind the custody transfer point. Other pertinent information such as leases/agreements, operators, and royalty rates will be provided to the buyer upon award.

Please see the "Quality" section of this IFO for more information on how to account for gravity and sulfur in the offer. For hurricane surcharges, offerors should follow standard industry practice and include the surcharge(s) in the offer.

For all **HLS** packages, buyers will be responsible for the Empire exit fee (also known as outbound terminal or pump out fee) and reconsignment fee, when applicable.

The condensate barrels being offered from Johnson Bayou in package 6 do not meet pipeline specifications for Reid Vapor Pressure (RVP) and are currently being trucked. Buyers should make an offer using a market for truck offloading (package 6a) and an offer for shipping to Sabine Pass and barging into St. James (package 6b) once the condensate meets pipeline specifications.

The crude oil offered in packages 12-16 has two possible crude types - Poseidon and Bonito. Poseidon Oil Pipeline Company (POPC) may change the oil flow from Poseidon Pipeline to Auger Pipeline for SS 349, SS 359, EI 346, GB 72, and GB 260. If POPC reverses its 20" line which currently moves barrels from SMI 205 to SS 332, crude oil for the properties listed above would move through the Auger Pipeline into SS 28 and then into St. James as Bonito crude. Therefore, if you bid on the Poseidon crudes in package 12a through 16a, you must also bid on the corresponding Bonito crudes in packages 12b through 16b. The Ship Shoal Inventory Management Fees, if applicable, will not be reimbursed by MMS.

Royalty oil from new wells on currently producing properties behind the custody transfer points that commence production during the term of this IFO will be automatically added to the volumes awarded under this IFO. Royalty oil from new properties behind the custody transfer points that commence production during the term of this IFO will be added to the volumes awarded under this IFO on a case-by-case basis pursuant to mutual consent of MMS and buyers.

Gulf of Mexico Pricing Mechanism: Offerors must submit offers as an increment or decrement from one or both of the following pricing formulas.

1. Calendar NYMEX + Daily Roll + Argus Weighted Average Crude Type Differential
2. Calendar NYMEX + Daily Roll – (Platts WTI – Platts Crude Type)

Pricing Definitions:

Platts WTI: The arithmetic average of the daily high and low price quotes for West Texas Intermediate (WTI) Cushing for the Platts Month of Delivery

Platts Crude Type: The arithmetic average of the daily high and low price quotes for crude type for Platts Month of Delivery

Argus Weighted Average Crude Type Differential: The weighted average differential for each crude type published by Argus for the Argus Month of Delivery

Calendar NYMEX: Arithmetic average of the daily settlement price for the "Light Sweet Crude Oil" front month futures contract reported by the New York Mercantile Exchange (NYMEX) during the Physical Month of Delivery (excluding weekends and holidays)

Platts or Argus Month of Delivery: Refers to quotes in Platts Oilgram Price Report or Petroleum Argus Americas Crude Price Report for the period of time from the twenty-sixth day of the month two months prior to the physical month of delivery through the twenty-fifth day of the month one month prior to the Physical Month of Delivery (excluding weekends and holidays)

Physical Month of Delivery: The calendar month when the crude oil is delivered

Daily Roll: $\frac{2}{3} * (X - Y) + \frac{1}{3} * (X - Z)$ where:

X = Average of the daily NYMEX settlement price for the prompt month, trading days only, when the Physical Month of Delivery is the prompt month trading on NYMEX

Y = Average of the daily NYMEX settlement price for the second month during the same period, trading days only

Z = Average of the daily NYMEX settlement price for the third month during the same period, trading days only

Consideration of Offers

The MMS may award a contract on the basis of initial offer(s) received without discussions. Accordingly, each initial offer should be submitted on the most favorable terms the offeror can submit. All information about the origin and value of offers received will remain confidential, except as noted below under the **Imbalances** and **Confidentiality** sections, with respect to resolving certain extraordinary imbalances.

The MMS shall award a contract resulting from this IFO to the party whose offer, in MMS' judgment, is most advantageous to the Federal Government. The MMS prefers no more than one award for each package and will attempt to award 100 percent of the volume from a custody transfer point. However, MMS may consider offers on only part of a royalty oil package if favorable to the Government. The MMS will award to buyers by means of the "Oil Transaction Confirmation and Agreement."

Pipeline Loss Allowance (PLA) Pass back

PLA for all packages will be passed back by the buyer to MMS. PLA will be passed back based on the transportation route and Market Center identified in Exhibit A and the awarded pricing mechanism (see **Gulf of Mexico Pricing Mechanism** section for pricing formulas). If the STUSCO buy/sell agreement for HLS packages 4a and 4b is used, crude price will be based on Shell's South Louisiana Sweet Posting plus Platts Trade P-Plus, at delivered gravity, and PLA will be calculated using a gravity-adjusted base price in accordance with the terms of STUSCO's buy/sell. For package 6a, MMS will allow passback of 2% loss allowance.

Regardless of the actual transportation route, PLA will only be reimbursed for the transportation route and designated Market Center identified in Exhibit A. For information purposes only, the offeror should provide an estimate of total PLA percentage passback for all transport legs under the column in Exhibit A titled "Estimated Total PLA % Passback." Include the high gravity deduction that may apply for the LLS package 6b in the PLA percentage estimate.

Quality

For **HLS** packages, quality bank debits/credits should not be included in the offer. Buyers will pass back to MMS all quality bank(s) debits/credits received from the quality bank administrator(s).

For the **LLS** package 6b, pipeline quality bank costs will not be incurred by the buyer and therefore should not be reflected in the offer. The high gravity deduction should not be included in your offer. Successful offerors will pass back to MMS all high gravity penalties and include the total percentage in the estimated total PLA percent passback column of the offer sheet. For the LLS package 6a, when the barrels do not meet tariff specifications and must be trucked, quality bank costs and gravity penalties are not applicable.

For **Mars** packages, with the exception of the market center delivery banks, quality bank debits/credits should not be included in the offer. Buyers will pass back to MMS all quality bank(s) debits/credits received from the quality bank administrator(s). Market center delivered quality bank(s) debits/credits should be included in the offer.

For **Eugene Island and Poseidon** packages, quality bank debits/credits should not be included in the offer. Buyers will pass back to MMS all quality bank(s) debits/credits received from the quality bank administrator(s).

For **Bonito** packages (Auger Pipeline), with the exception of the market center delivery banks, quality bank debits/credits should not be included in the offer. Buyers will pass back to MMS all quality bank(s) debits/credits received from the quality bank administrator(s). Market center delivery bank(s) debits/credits should be included in your offer.

The API Gravity information in Exhibit A represents MMS' most recent data for the custody transfer points in the packages offered. Actual quality during the term of this sale may vary. Data provided by MMS is based on the best information available at the time of IFO publishing and is not warranted.

All quality bank data must be accompanied by verifiable third-party supporting documentation supplied to MMS on or before the 19th (settlement date) of the month after production unless otherwise approved by MMS. Quality bank credits or debits, which MMS has agreed to bear, shall be netted against the monthly charges for any oil purchased in this contract. The net payment is due to MMS by close of business the 20th of the month following the month of production.

Scheduling and Transporting Royalty Oil

For all crude oil packages, the MMS will no longer notify buyers of the daily royalty oil volumes anticipated for the following month of production. The buyers will be responsible for obtaining this information from the FMP operators. The buyer will communicate directly with the FMP operator, obtain estimated volumes, and make arrangements for the delivery and transfer of royalty oil from each custody transfer point identified in Exhibit A.

Buyers shall be responsible for transporting all royalty oil volumes downstream of the custody transfer point specified in Exhibit A. Buyers are required to nominate and schedule all volumes awarded through this IFO separately from all other volumes owned or controlled at the custody transfer point where royalty oil is received. When nominating to the pipeline, buyers are required to identify the nomination as MMS sourced crude oil.

Regardless of the actual transportation route, the buyer must pay on the awarded crude type pricing methodology and awarded pipeline. In the event that the production is not shipped by means of the awarded pipeline, the buyer must either send a representative sample down the awarded pipeline to obtain a per barrel quality bank cost, or a Quality Bank Administrator can simulate the quality bank and supply a report to the buyer. The buyer is responsible to provide this third-party data to MMS. All costs to supply this data are the sole responsibility of the buyer.

Exhibit B identifies Buy/Sell rates at the FMP for transportation on Poseidon Oil Pipeline Company for those packages identified in Exhibit A.

Within 10 business days of execution of the "MMS Crude Oil Transaction Confirmation" relative to this IFO, buyers must request in writing to all pipeline companies moving royalty oil, that MMS royalty volumes be itemized separately from non-MMS volumes. In cases where the pipeline companies are unable to segregate the MMS volumes on the pipeline statement, buyers must provide MMS with acceptable third-party data itemizing the MMS volumes delivered or use a pipeline assigned measurement facilitator. Any charges associated with obtaining this third-party data are the sole responsibility of the buyer.

Buyers will provide MMS with pipeline statements and any third-party documentation within 2 business days after the documents are available to the buyer, but no later than the 19th day of the month following the month of production. Documentation not received by the due date may be purchased by MMS at the buyer's expense.

Buyers will communicate directly with MMS and the FMP operator and will make arrangements to deliver and transfer the royalty oil from the awarded custody transfer point. Buyers, at their expense, will make all necessary arrangements to receive royalty oil at the custody transfer point. Buyers are not responsible for any transportation costs upstream of the custody transfer point.

Operators of the properties behind the custody transfer points offered in this IFO should inform MMS and buyers regarding significant changes in royalty oil production levels and production shut-ins.

Contract Amendments

The buyer or MMS may request a contract amendment to adjust an awarded offer by any increase or decrease in tariff-based transportation costs effective on the date of the change. The buyer must not adjust costs until the tariff adjustment is approved by MMS. Verifiable third-party supporting

documentation is required prior to consideration of the requested tariff adjustment, i.e., copy of the FERC tariff.

Contract amendments may be considered due to pipeline flow changes such as operational issues on the platform, pipeline, or at onshore receiving facilities (for instance; hurricanes, maintenance, or some other unanticipated event). Verifiable third-party supporting documentation is required prior to consideration of the requested pricing adjustment.

Imbalances

Buyers are granted rights to royalty oil actually delivered by operators at the custody transfer points indicated in Exhibit A, not entitlements due the Federal Government.

The MMS and the operator will jointly monitor imbalances between deliveries and entitlements (i.e., operator imbalances). Routine imbalances shall be resolved monthly by the operator adjusting the volume of royalty oil delivered to buyers unless otherwise approved by MMS. If the imbalances are not resolved in a timely fashion MMS will pursue settling the imbalances in value with the operator.

For properties where MMS is the shipper, MMS will monitor the imbalances monthly and will adjust the volumes of oil delivered to the buyer.

The buyer is solely responsible for royalty oil pipeline imbalances downstream of the custody transfer point.

Payment Terms

Buyers shall pay MMS invoiced amounts in accordance with instructions for the US Treasury FEDWIRE Deposit System for electronic payments, see <http://www.mrm.mms.gov/ReportingServices/PDFDocs/fedwire.pdf>. Buyers shall provide specific information to their bank so that a FEDWIRE message can be transmitted to the MMS US Treasury account. RIK payments shall be segregated and shall not include other non-RIK payments remitted to MMS.

If the buyer is awarded properties in multiple RIK contracts covering the same production months, one wire transfer payment is required and supporting documentation must be separated by oil program (i.e., Small Refiner or Unrestricted). If the buyer uses a third-party agent to administer charges and invoicing, buyer shall immediately notify MMS in writing of the buyer and agent agreement. Buyer shall be responsible at all times for the acts and omissions of its agents and subcontractors.

If a buyer disputes an invoiced amount, buyers shall notify MMS in writing of the disputed amount and provide to MMS verifiable third-party documentation to support the reason for the dispute. Supporting documentation shall include actual pipeline transportation invoices, quality bank statements, additional charge details, or other payment support that supports the claim. Notification of the buyers dispute must be received by MMS within 5 business days of the payment due date. If no written dispute is received and the payment does not cover the invoiced amount, MMS will pursue debt collection actions against the buyer. Unpaid portions of due invoices may be referred to the U.S. Department of Treasury for collection under the Debt Collection Improvement Act of 1996 if greater than 180 days.

Confidentiality

Neither MMS or the buyer shall disclose directly or indirectly, without the prior written consent of the other party, the terms of any transaction under this IFO to a third-party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except; (i) to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary to enforce this Contract, (iii) to the extent necessary to implement any transaction, including any transaction as described above in the section "Transporting and Scheduling Royalty Oil," or (iv) to the extent such information is delivered to such third-party for the sole purpose of calculating a published index.

Each party shall notify the other party of any proceeding of which it is aware which may result in disclosing the terms of any transaction (other than as permitted above) and use reasonable efforts to prevent or limit

the disclosure. The existence of this Contract is not subject to this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties.

Pre-qualification and Credit Requirements

To pre-qualify, offerors are required to sign the MMS base contract "RIK Crude Oil General Terms and Conditions" and provide detailed financial information. Upon pre-qualifying, MMS will issue an amount of unsecured credit based on the credit worthiness of the offeror. In most cases where offerors have submitted their most current financial documentation, no additional information will be required. The MMS will require a parent guaranty in situations where the entity submitting the offer differs from the related entity that has pre-qualified.

MMS reserves the right to request additional financial information in any situation it deems necessary and may reissue or suspend approved lines of credit. Furthermore, buyers are required to provide MMS with any information regarding a significant, adverse change in their financial status that would affect the approved line of credit. Such adverse changes would include a credit downgrade, material changes to liquidity or capital resources, noncompliance with financial covenants in debt documents, or significant market events affecting operations, revenues, or assets. Further, should the creditworthiness, financial responsibility, or ability to perform become unsatisfactory to the MMS at any time during the term of this agreement, satisfactory assurance may be required as a condition to further performance under the agreement.

For awards exceeding the amount of unsecured credit issued by MMS, buyers will be required to provide secured financial assurance in the form of an Irrevocable Letter of Credit (ILOC), Bond, or other MMS-acceptable surety instrument not less than 5 business days prior to first receipt of oil under the contract. The financial assurance amount shall, at a minimum, be sufficient to cover the value of 60 days of deliveries of the estimated production of all royalty oil awarded, less the amount of unsecured credit issued by the MMS as previously notified. For new surety instruments, the MMS will contact you regarding the calculation of an estimated amount of surety to be provided prior to initial deliveries. For continuing surety instruments, the MMS will contact you regarding renewal requirements. Significant and sustained increases in the value of crude oil during the term of the contract may result in requiring an increase in the amount of financial assurance. Failure to provide requested surety within 5 business days after the request has been made may result in cancellation of the award or termination of the contract.

Governing Contract

This transaction is governed by the MMS base contract "RIK Crude Oil General Terms and Conditions," signed by the offeror and MMS. For transactions related to this IFO, the term "Bureau Procurement Chief" is hereby revised to read "Associate Director for Minerals Revenue Management" in Paragraph 13 of the base contract "RIK Crude Oil General Terms and Conditions" in order to accommodate internal changes within MMS.

By submitting an offer, the offeror agrees to be bound by the terms of its signed MMS base contract and this IFO. Conflicts between the MMS base contract and the terms of this IFO will be resolved in favor of this IFO. Only companies who are pre-qualified and have signed the MMS base contract may receive an RIK award contract.

The MMS will send the buyer an "Oil Transaction Confirmation and Agreement" (Transaction Confirmation) detailing the award packages. Transaction Confirmation will reflect any unique credit requirements that have been identified as part of the RIK Mid-Office evaluation of credit-worthiness. The MMS requires that a fully executed Transaction Confirmation be signed and returned with no revisions within 2 business days. Failure to comply may result in loss of the award.

Limitation of Liability

Neither party shall be liable for indirect, special, or consequential damages. Should a Force Majeure or other event outside MMS's control cause a disruption or change in the terms of the IFO or any subsequent Transaction Confirmation, MMS reserves the right to terminate the agreement for its convenience or enter into other such negotiations to change the terms of the Transaction Confirmation. For example, in select situations where purchasers utilize MMS's transportation contracts, if the third party transporter with which

MMS has contracted should terminate the transportation agreement, MMS would be required to revise the sales contract with the purchaser to accommodate the change in circumstances or make alternative arrangements.

Paperwork Reduction Act of 1995 (PRA) Statement:

The OMB Control Number for this IFO is 1010-0119 with an expiration date of March 31, 2012. The PRA (44 U.S.C. 3501 et seq.) requires us to inform you that we collect this information to document fulfillment of royalty obligations on minerals removed from Federal lands. The MMS uses the information to maintain and audit lease accounts. Responses are voluntary (43 U.S.C. 1334). Proprietary information is protected in accordance with standards established by the Federal Oil and Gas Royalty Management Act of 1982 (30 U.S.C. 1733), the Freedom of Information Act (5 U.S.C. 552(1), (4)), and the Department regulations (43 CFR 2). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB Control Number. Public reporting burden for this form is estimated to average 1 hour per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Minerals Management Service, Mail Stop 4230, 1849 C Street, NW, Washington, DC 20240.

Exhibit:

Exhibit A: Offer Sheet

Exhibit B: Poseidon Pipeline Buy/Sell Rates

Offer Pkg	Royalty Oil Type	Custody Transfer Point (Volume Metered At)	MMS FMP No.	FMP Operator	Custody Transfer Point Royalty Volume (bbls/day)	Custody Transfer Point API Gravity (Note 1)	See Note	Pipelines and Gulf Coast Market Center	Common Carrier Unless Buy/Sell is Noted	NYMEX + Daily Roll basis (offshore delivery) 6 Mo.	NYMEX + Daily Roll basis (offshore delivery) 12 Mo.	Required: Argus or Platts (indicate A or P)	Estimated Total PLA % Passback
1	Eugene Island	PL 13 ssti (PL 10 B)	20177132950	Apache Corp.	400	37.4		Eugene Island P/L System into Shell's South Louisiana System into St. James					
2	Eugene Island	SS 181 B	20177112951	Chevron Corp.	50	31.1		Shell P/L into Eugene Island P/L into Shell's South Louisiana System into St. James					
3	Eugene Island	EW 989 ssti (GC 18 A)	20608112950	ExxonMobil	220	28.8	2	Boxer P/L into Eugene Island P/L into Shell's South Louisiana System into St. James					
Pipeline Total					670								
4a	HLS	MP 72 (MP 61 A)	20177255112	Energy XXI	330	29.9		Delta P/L into Empire	STUSCO buy/sell or tariff				
4b	HLS	MP 72 (MP 61 B)	20177255113	Energy XXI	1,030	31.4		Delta P/L into Empire	STUSCO buy/sell or tariff				
Pipeline Total					1,360								
5	HLS	SP 77 A	20177224701	Chevron Corp.	650	35.5		Chevron P/L into Empire					
Pipeline Total					650								
6a	LLS	Johnson Bayou, LA	20170230450	Nippon Oil Expl. USA	550	52.9	3	Truck to various markets when the barrels don't meet pipeline specifications (high RVP)					
6b	LLS	Johnson Bayou, LA	20170230450	Nippon Oil Expl. USA	550	52.9	3	Title transfer at Johnson Bayou FMP. Plains pipeline into Sabine Pass, barged into St. James					
Pipeline Total					550								
7	Mars	GI 115 ssti (EW 921 A)	20608103651	ENI Petroleum	690	20.7	4	Amberjack P/L into Mars Oil P/L					
8	Mars	GC 205 A	20608113651	Chevron Corp.	1,100	29.3		Amberjack P/L into Mars Oil P/L					
Pipeline Total					1,790								
9	Poseidon	EW 827ssti (ST 308 A)	20177162951	Apache Corp.	400	22.8	5	Tarantula P/L to EW 827ssti into Poseidon P/L into Houma	See Ex. B				
10	Poseidon	EW 873 A	20608102951	Marathon Oil Company	1,630	24.4	6	Poseidon P/L into Houma	See Ex. B				
11	Poseidon	EW 1003 A	20608102952	Palm Energy Offshore, LLC	150	29.2		Poseidon P/L into Houma	See Ex. B				
12a	Poseidon	SS 349 A	20177122952	W & T Offshore Inc.	370	27.2	7	Poseidon P/L into Houma	See Ex. B				
12b	Bonito	SS 349 A	20177122952	W & T Offshore Inc.	370	27.2	7,9,10	Poseidon 20" P/L to SMI 205 into Auger P/L into Ship Shoal P/L into St. James	See Ex. B				
13a	Poseidon	SS 359 ssti (SS 358 A)	2017712295K	ATP Oil & Gas	400	34.9		Poseidon P/L into Houma	See Ex. B				
13b	Bonito	SS 359 ssti (SS 358 A)	2017712295K	ATP Oil & Gas	400	34.9	9,10	Poseidon 20" P/L to SMI 205 into Auger P/L into Ship Shoal P/L into St. James	See Ex. B				

Offer Pkg	Royalty Oil Type	Custody Transfer Point (Volume Metered At)	MMS FMP No.	FMP Operator	Custody Transfer Point Royalty Volume (bbls/day)	Custody Transfer Point API Gravity (Note 1)	See Note	Pipelines and Gulf Coast Market Center	Common Carrier Unless Buy/Sell is Noted	NYMEX + Daily Roll basis (offshore delivery) 6 Mo.	NYMEX + Daily Roll basis (offshore delivery) 12 Mo.	Required: Argus or Platts (indicate A or P)	Estimated Total PLA % Passback
14a	Poseidon	EI 346 A	2017710295M	Apache Corp.	150	29.3		Poseidon P/L into Houma	See Ex. B				
14b	Bonito	EI 346 A	2017710295M	Apache Corp.	150	29.3	9,10	Poseidon 20" P/L to SMI 205 into Auger P/L into Ship Shoal P/L into St. James	See Ex. B				
15a	Poseidon	GB 72 A	20608072950	Flextrend Development Co.	350	27.1	8	Poseidon P/L into Houma	See Ex. B				
15b	Bonito	GB 72 A	20608072950	Flextrend Development Co.	350	27.1	8,9,10	Poseidon 20" P/L to SMI 205 into Auger P/L into Ship Shoal P/L into St. James	See Ex. B				
16a	Poseidon	GB 260 A	20608072952	Amerada Hess	2,400	34.1		Poseidon P/L into Houma	See Ex. B				
16b	Bonito	GB 260 A	20608072952	Amerada Hess	2,400	34.1	9,10	Poseidon 20" P/L to SMI 205 into Auger P/L into Ship Shoal P/L into St. James	See Ex. B				
Pipeline Total					5,850								
Grand Total					10,870								

Send Offer Sheet to:
rikoiloffers@mms.gov
 Fax: 303-462-9944

Pipeline and Buy/Sell Contacts:

- Poseidon: James Hostettler (303-339-0381)
- Shell Pipeline: Tom Gates (713-241-2434)

- FMP: Facility Measurement Point
- N/A: Not Applicable

Note 1: Gravity contents are not warranted and are measured at the FMP unless otherwise noted.

Note 2: The purchaser is responsible for all MMS barrels made available, even in the event that Boxer Pipeline fills up during the contract term.

Note 3: Johnson Bayou barrels are currently being trucked due to high RVP on Plains All American Pipeline. Purchasers must submit a bid for transporting on trucking and pipeline and MMS will be paid based on how the crude was moved.

Note 4: FMP EW 921 A volume does not include EW 966.

Note 5: FMP ST 308 A volume does not include ST 287.

Note 6: FMP EW 873 A volume does not include EW 871.

Note 7: FMP SS 349 A volume does not include EW 989.

Note 8: FMP GB 72 A volume does not include GB 158 and GB 378.

Note 9: The crude at the FMPs in packages 12a through 16a are currently moving as Poseidon crude into Houma. However, Poseidon can notify the shipper of an alternative delivery point of SM 205 in which case the barrels would move into SS 28 via Auger pipeline and into St. James as a Bonito crude type. If you bid on packages 12a through 16a, you must also submit a bid on the corresponding Bonito type crudes in packages 12b through 16b.

Note 10: Ship Shoal Inventory Management Fees will not be reimbursed by MMS.

 Your Name

 Telephone No.

 Company Name

 Fax No.

**Poseidon Oil Pipeline Co.
Buy/Sell Rates to SMI 205**

Exhibit B

Poseidon Contact: James Hostetler (303) 339-0381

Custody Transfer Point (Volume Metered At)	Buy/Sell Rate to Houma Primary Delivery Point (See Notes 1 & 2)	Buy/Sell Rate to SMI 205 Secondary Delivery Point (See Notes 1,3, & 4)
EW 827 ssti (ST 308 A)	\$1.25	N/A
EW 873 A	\$1.25	N/A
EW 1003 A	\$1.25	N/A
SS 349 A	\$1.25	\$1.80
SS 359 ssti (SS 358 A)	\$1.25	\$1.80
EI 346 A	\$1.25	\$1.80
GB 72 A	\$1.25	\$1.80
GB 260 A	\$1.25	\$1.80

Note 1: Contact MMS for additional costs per barrel for crude viscosities over 401 SUS at 60 deg. F.

Note 2: Pipeline loss costs of 0.2% of volume delivered to Poseidon when deliveries are at Houma, LA

Note 3: Pipeline loss costs of 0.1% of volume delivered to SMI 205

Note 4: Poseidon can designate the delivery point as SMI 205